

SHARE THE GOOD TUNES
TERMS AND CONDITIONS OF ENTRY

Competition	SHARE THE GOOD TUNES
Promoter	Pizza Pan Group Pty Ltd (ACN 614 499 213) of Suite 2.02, Level 2, 65 Epping Road, Macquarie Park NSW 2113.
Entry Period	<p><i>Opens:</i> 9:00am Wednesday 20 February 2019 (AEDT).</p> <p><i>Closes:</i> 11:59pm on Sunday 17 March 2019 (AEDT).</p>
Entrants	<p>Entry is open to all Australian residents aged 18 years and over.</p> <p>An Entrant may consist of a group of Australian residents aged 18 years and over.</p> <p>Employees of the Promoter and its franchisees and their associated companies are excluded.</p> <p>The immediate family members of employees of the Promoter and its franchisees and their associated companies are also excluded.</p>
Limit	Five (5) entries per Entrant.
Entry	<p>1. To enter, an Entrant must during the Promotional Period:</p> <p>(a) produce your own version of the jingle using the competition lyrics of our current ad (available here https://song.pizzahut.com.au/) or coming up with an entirely original script (New Jingle);</p> <p>(b) complete all the required fields on the Competition Entry Form which is available here https://song.pizzahut.com.au/;</p> <p>(c) upload an audio or video file of the New Jingle; and</p> <p>(d) consent to their name, and on behalf of their group (if relevant) band name, image(s) and their New Jingle being published in marketing materials, including (but not limited to) on Pizza Hut's YouTube Channel and also here https://song.pizzahut.com.au/ (Pizza Hut's Marketing).</p>
Judging Criteria	Originality, effort, creativity and relevance to the brief.
Prize	<p>1. One (1) 1st place Prize: \$10,000.00 cash (First Place Prize); and</p> <p>2. Each valid Entry up to the Limit will receive a coupon to redeem for a Free large Pan Super Supreme Pizza. The coupon must be redeemed within seven (7) days online, for pick up only. (Coupon).</p>
Total Prize Value	\$10,000 including GST plus \$12.95 for each Coupon issued
Prize Determination	<p>The First Place Prize: 11am (AEDT) on 22/03/2019 at the offices of the Promoter.</p> <p>The Coupons: within 7 days of Entry.</p>

Prize Conditions	The First Place Prize will be issued via cheque which will be mailed, delivered, or deposited via EFT (at the Promoter's discretion) into the Winner's nominated bank account within two business days of the bank details being provided by the Winner. The Coupon will be emailed to the Entrant's email address.
Notification	The Winner will be notified by email or by telephone within 3 days of the winner of the Competition being determined by a panel of judges.
Claim Period	The First Place Prize must be claimed within two weeks of Notification. The Coupon must be redeemed within 7 days.
Unclaimed Prize Determination	If a Prize is unclaimed, then the Prize may be forfeited at the Promoter's absolute discretion and the Promoter reserves the right to re-award the Prize in accordance with these Terms and Conditions.

1. General

- 1.1 The promoter of the Competition is the Promoter.
- 1.2 By entering this Competition, Entrants agree to be bound by these Terms and Conditions. Information on how to enter and prizes form part of these Terms and Conditions.

2. Eligibility

- 2.1 Entry is open only to the Entrants.
- 2.2 This Competition will be conducted during the Entry Period. Entries must be received by the Promoter during the Entry Period. Entries received after the Entry Period will not be considered towards the Competition. The Promoter is not responsible for any late, lost or misdirected entries.
- 2.3 An entry that is eligible under this clause 2 will be known in these Terms and Conditions as an "Entry" and "Entries" will have a similar meaning.

3. Entry

- 3.1 To enter this Competition, Entrants must complete the Entry, subject to the Limit. Entry is free.
- 3.2 Entrants must personally and manually submit an Entry in accordance with the Entry procedures under clauses 2 and 3. The Promoter reserves the right to reject an Entry if it reasonably forms the opinion that an Entry has been created and/or submitted using automated entry means or a computer entry service.
- 3.3 To be eligible to win a prize in this Competition, an Entry must not:
 - (a) infringe the intellectual property or other rights of a third party;
 - (b) be incomplete or illegible; or
 - (c) be unlawful, defamatory, abusive, insulting, threatening, obscene, inflammatory, offensive or otherwise contain content which, in the Promoter's sole discretion, is inappropriate or objectionable.

- 3.4 The Promoter reserves the right to verify the validity of an Entry and to disqualify an Entrant for tampering with the entry process or for submitting an Entry that does not, in the Promoter's sole discretion, comply with these Terms and Conditions.
- 3.5 All Entries become the property of the Promoter (or one of its affiliates as determined by the Promoter in its sole discretion) on Entry and each Entrant acknowledges and agrees on its own behalf and (if relevant) on behalf of the group that:
- (a) that the Entrant and (if relevant) the group members assign(s) to the Promoter (or one of its affiliates, as determined by the Promoter) all of its right, title and interest in any and all intellectual property contained or associated with the Entry with effect on and from the date of the submission of the Entry free and clear of all encumbrances and third party rights. The assignment under this clause 3.5(a) includes the Entrant's and (if relevant) the group's right to take action (and recover and retain damages or an account of profits or any other available remedy) in relation to the Entry or copyright in the Entry including in respect of trade mark or copyright infringement, passing off, or misleading or deceptive conduct;
 - (b) the Entrant and (if relevant) the group members must not use or license, permit any third party to use or license, or apply to register or hold as a trade mark, or otherwise, or claim any rights in or to any copyright or trade marks in respect of the Entry or similar to or likely to be mistaken for or confused with, any of the trade marks in respect of the Entry in relation to any goods or services whether in Australia or elsewhere; and
 - (c) the work is the Entrant's sole original work, the Entrant has the power to grant the rights given under it, the Entrant has obtained appropriate releases, including location and performer's releases, the Entrant is not entitled to reproduce and exploit any underlying rights in the work and the Entrant indemnifies the Promoter against any loss resulting from breach of these warranties; and
 - (d) the Promoter (or one of its affiliates, as determined by the Promoter) may use the Entry in its marketing materials, above or below the line and no compensation will be payable to the Entrant.
- 3.6 For group entries, each group will need to nominate a team leader. The entry must be made in the team leader's name, on its own behalf and on behalf of all team members. A group will only be eligible for one Prize, regardless of the number of group members. The Promoter may, in its absolute discretion require group members to provide further evidence of their consent to these Terms and Conditions.
- 3.7 The Entrant warrants, on its own behalf and (if relevant), on behalf of the group, that the New Jingle:
- (a) is the Entrant's sole original work, and except where the Entrant chooses to use the competition lyrics of our current ad, not incorporate anyone else's work, lyrics or music; and
 - (b) will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy and publicity.
- 3.8 Without limiting any other terms herein, the Entrant agrees to indemnify the Promoter for any breach of any terms of these Terms and Conditions of Entry.

4. Judging

- 4.1 This Competition is a game of skill, and chance plays no part in determining the winner. All entries will be judged individually on their merits including consideration of the Judging Criteria.
- 4.2 Judging will take place at the Prize Determination. Entries will be judged by a panel of judges appointed by the Promoter.
- 4.3 The Entrant who submits the best Entry (as determined by the judges) will win the First Place Prize (**Winner**).
- 4.4 The judges' decision is final, and the Promoter will not enter into correspondence regarding the result.

5. Winners

- 5.1 The Winner will be notified in accordance with the Notification.
- 5.2 The Winner must claim the First Place Prize and Entrants must claim the Coupon within the Claim Period. The Promoter will not be responsible for any delay, loss or damage to the Prize once it has left the Promoter's or supplier's premises.
- 5.3 If the Winner is unable to comply with these Terms and Conditions and/or does not claim the First Place Prize within the Claim Period, the Promoter reserves the right to award the First Place Prize to the Entrant with the next best Entry, as determined by the judges at the Unclaimed Prize Determination.

6. Prizes

- 6.1 The prize consists of the Prize, valued at the Total Prize Value.
- 6.2 The Winner's/Entrant's use of the First Place Prize /Coupon is subject to:
 - (a) the Prize Conditions; and
 - (b) additional terms and conditions imposed by the supplier(s) of the First Place Prize / Coupon (if any), with which the Winner/Entrant must comply.
- 6.3 Prizes will be awarded to the Entrant. If there is a dispute as to the identity of the Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Entrant.
- 6.4 The First Place Prize/Coupon is not transferable and not redeemable for cash or other goods or services. The First Place Prize/Coupon must be taken as a whole and as stated in these Terms and Conditions. No alternative will be provided and no compensation will be payable if the Winner/Entrant is unable to use the First Place Prize/Coupon as such.
- 6.5 The value of the Prizes is the recommended retail price as provided by the supplier (inclusive of GST) and is correct as at the start of the Competition.
- 6.6 If the Prize becomes unavailable for any reason, the Promoter, in its sole discretion, reserves the right to substitute the Prize with a prize of equal or greater value.

7. Your information

- 7.1 If an Entrant's contact details changes between the date of entry and the Unclaimed Prize Determination, the Entrant must notify the Promoter of his/her updated contact details.

- 7.2 The Promoter is bound by the *Privacy Act 1988* (Cth). Entrants' personal information will be collected by or on behalf of the Promoter in accordance with its Privacy Policy_ <https://www.pizzahut.com.au/privacy> to enable it to conduct the Competition, publicise the name of the Winners and where Entrants have consented to the receipt of such information, send Entrants marketing, advertising and promotional material.
- 7.3 Entrants' personal information may be disclosed to third parties who assist the Promoter in conducting this Competition, including regulatory authorities, entities which supply and deliver the Prizes to the Winners, and marketing and communications agencies.
- 7.4 The Winners' names will be published and retained as required by relevant legislation and as specified in these Terms and Conditions.
- 7.5 Entrants can contact the Promoter by mail at Suite 2.02, Level 2, 65 Epping Road, Macquarie Park NSW 2113, to request access to, or corrections of, the Entrant's personal information held by the Promoter.
- 7.6 Entrants consent to the Promoter's use of the Winner's name, and on behalf of the group (if relevant) band name, likeness, image, picture, voice, statements, testimonials or quotations for promotional, marketing and publicity purposes in any media worldwide, without any fee being paid to the Winner. The Promoter may, in its discretion require group members to provide further evidence of their consent.

8. Risk and liability

- 8.1 Entrants participate in this Competition, and uses the Prizes, at his or her own risk.
- 8.2 The Promoter, its related bodies corporate and the suppliers, agencies and other companies involved in this Competition assume no responsibility for any error, omission, interruption, defect, delay in operation or transmission, or loss or damage to data.
- 8.3 If this Competition is not capable of running as planned for any reason (including as a result of technical failures, fraud or causes beyond the Promoter's control), the Promoter may, in its sole discretion, cancel, suspend or change the Competition and re-commence it on similar terms, subject to any directions by regulatory authorities.
- 8.4 To the fullest extent permitted by law, the Promoter, its related bodies corporate and their respective officers, directors, employees and agents exclude liability for all loss (including loss of data, unauthorised access to data and consequential loss), damage, expenses, death or personal injury suffered or incurred arising out of, or in connection with, this Competition (including in relation to the Winner's participation in this Competition and use of the Prize).
- 8.5 These Terms and Conditions are governed by the laws of the State of New South Wales.