



"#LetYourFeelingsShow" Game of Skill

CONDITIONS OF ENTRY

1. Information on how to enter, mechanics of entry and the prize form part of these Conditions of Entry. Entry into the promotion is deemed acceptance of these Conditions of Entry.

ELIGIBILITY

2. Entry is only open to Australian residents aged 14 years of age and older
3. Where a winner is under 18 years of age, prizes will be awarded only if the consent of their legal guardian is first given and obtained.
4. Employees (and their immediate families) of the Promoter, Resellers of the Promoter's Products, and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
5. These Conditions of Entry will bind you and, if you are under 18 years of age, any parent or legal guardian who gives their consent. Persons who are under 14 years of age are ineligible to participate in the promotion. All Entries of Entrants who are under the age of 18 years and enter the promotion without disclosing (or attempting to conceal) their age (as and where required) and/or do not provide the required parental or guardian consent (as and where required) will be deemed invalid. If the winner is aged under 18 years, the prize will be awarded to the parent or legal guardian who consented to the winner entering the promotion on behalf of the winner, at the sole discretion of the Promoter.

PROMOTIONAL DETAILS

6. The Promotional Period begins 12:01am (AEDT) on 12/01/2017 and ends at 11:59pm (AEDT) on 17/02/2017 (Entry Period).
7. All eligible entries received during the promotion will be judged by a panel of appropriately qualified judges in accordance with the Judging Criteria set out in Paragraphs 22, 23 & 24 of these Conditions of Entry to determine one (1) winner.
8. Judging will take place at 2 Coronation Ave, Kings Park NSW 2148 at 3:00pm (AEDT) on 21/02/2017

9. This is a game of skill and chance plays no part in determining the winner.
10. All reasonable steps to notify entrants of the results of the judging will be taken by the Promoter.
11. Judges' decision is final and no correspondence will be entered into.

HOW TO ENTER

12. To enter the promotion, Entrants must, during the Entry Period:
 1. Upload a public photo to Instagram or Facebook, including the Promotion hashtag '#LetYourFeelingsShow' within the photo caption and/or description, and
 2. Tag the Promoter's Instagram account '@artline_au' or Facebook page 'Artline AU' within the photo, photo caption and/or description
13. Multiple Entries are accepted however each Entry must be submitted separately, must be substantially unique and must independently comply with these Conditions of Entry.
14. Entries must be original and must not include or make reference to Promoter's Intellectual Property Rights including but not limited to phrases, trade marks or copyright material. An Entrant may, during the Entry Period, be requested by the Promoter to resubmit their Entry, if the Promoter considers the Entry submitted to be ineligible to be accepted as a valid Entry (Resubmitted Entry). The decision by the Promoter to request a Resubmitted Entry, or to accept or reject a Resubmitted Entry as a valid Entry, is in the Promoter's sole discretion and no correspondence will be entered into. If a Resubmitted Entry is accepted by the Promoter in its sole discretion as a valid Entry, the Resubmitted Entry will be deemed to be an Entry for the remainder of the promotion.
15. Without limiting any of the provisions of these Conditions of Entry, the Promoter requires that each Entry fully complies with these Conditions of Entry and must not include or make reference to the Intellectual Property Rights of any person including but not limited to any visible logos, drawings, cartoons, phrases, trade marks, copyrighted material, mark that identifies a brand or other third party materials (including but not limited to copyrighted material, trade mark, logo or mark that identifies a brand), unless the Entry is submitted with the written consent of the owner of the applicable Intellectual Property Rights. An Entry submitted without

obtaining such written consent may result in the Entry becoming invalid for the purposes of this promotion and/or the Entrant being subject to legal liability. The decision by the Promoter to accept or reject an Entry is in the Promoter's sole discretion and no correspondence will be entered into. Once an Entry is submitted, Entrants acknowledge that the Entry may not be withdrawn, altered or deleted (except as and where required by the Promoter). Any Entry that contains content that the Promoter, in its sole discretion, considers to be offensive, obscene, crude or inappropriate in any way or that the Promoter considers may infringe any Intellectual Property Rights or other rights of any person, corporation or entity will not be accepted as an eligible Entry into the promotion. This includes but is not limited to any Entry which the Promoter considers to be disparaging of any of its or any Prize supplier's products and/or services or is otherwise not in keeping with the spirit of the promotion.

16. By entering the promotion, an Entrant warrants to the Promoter that:
 - (i) the content submitted with their Entry is original;
 - (ii) that they have the authority and all permissions necessary to submit their Entry;
 - (iii) that they own the content of their Entry for use in any manner in any media and in any form worldwide and in perpetuity;
 - (iv) that their Entry does not violate the privacy rights, copyright, contract rights or other rights (including but not limited to Intellectual Property Rights) of any person, corporation or entity;
 - (v) that their Entry does not contain content that is illegal, contrary to any Laws, indecent, obscene, threatening, discriminatory, offensive or objectionable;
 - (vi) that their Entry does not contain content that has been used in previous marketing materials or promotions for any third party or where any third party has been granted use of that content for any purpose whatsoever, including commercial purposes; and
 - (vii) that they agree that if their Entry is accepted by the Promoter, it may be made available on the Promoter's web site and social media channels for public viewing and may be used by the Promoter in any media and/or promotion and in any form for an unlimited period of time, without remuneration or compensation

for the purpose of promoting, publicising and/or marketing the promotion (including any outcome) and/or promoting any products and services manufactured, distributed and/or supplied by the Promoter and/or the Promoter and generally.

17. Entrants are solely responsible and liable for the content of their Entries and any other information they transmit to other internet users. The Promoter is not responsible and excludes all liability (to the greatest extent allowable by law) for the content of any Entries submitted for the purposes of this promotion (including but not limited to any illegal, incorrect or inaccurate content and third party advertising).
18. All right, title and interest in all Intellectual Property Rights in all of the Promoter's brands, logos, trading names, products and/or services and the Promotional Page will remain or be vested in the Promoter. Participation in this promotion by an Entrant will not under any circumstances be taken to constitute a transfer, assignment or grant of any ownership rights in any of the Promoter's brands, logos, trading names and products and/or services.
19. Entries must be submitted in the manner required and received by the Promoter during the Entry Period. Entries will be deemed accepted at the time of receipt by the Promoter and not at the time of transmission. Entries received will be considered final by the Promoter. Incomplete, inaccurate, erroneous, ineligible or incomprehensible Entries will be deemed invalid. The Promoter accepts no responsibility for late, lost or misdirected Entries.
20. Costs associated with accessing the Promotion remain an Entrant's responsibility and may vary depending on the Internet service provider used.
21. The use of any automated entry software or any mechanical, electronic or other means that allows an Entrant to automatically enter repeatedly is prohibited and will render all Entries submitted by that Entrant invalid.

JUDGING

22. All entries will be judged by a panel of appropriately qualified judges at 2 Coronation Avenue, Kings Park NSW 2148 at 3:00pm (AEDT) on 21/02/2017 to determine one (1) winner judged to be the best from all entries. This is a game of skill and chance plays no part in determining the winner. The winner will be notified through writing (Instagram or Facebook comment and e-mail (where possible)) and telephone (where possible) within 3 days. The winner's name and winning Entry may be published on the Promoter's web site and social media accounts within a reasonable period after the winner has been notified and the Promoter has verified the winning Entry for compliance with these Conditions of Entry. All reasonable steps to notify the winner of the results of the Judging will be taken by the Promoter. The judges' decision is final and no correspondence will be entered into.

23. All eligible Entries will be judged against the following criteria (Judging Criteria):
 - (a) a photo and description which uses creativity and originality in its development;
 - (b) a photo and description with brand relevance and customer appeal;
 - (c) a photo and description which is compliant with all trade mark, intellectual property and other laws; and
 - (d) a photo and description which uses appropriate language;

Any Entries which fail to comply with the Judging Criteria will not be considered in the Judging.

24. In the event the Winner cannot be contacted by the Promoter by 05/03/2017, or if an Entrant is ineligible to accept, or declines to accept the prize, the Promoter may, in its sole discretion, contact the Entrant whose Entry was judged to be the next best Entry in the Judging to award the prize. The Promoter will continue this process until the prize has been awarded.

PRIZE

25. The Winning Entry will be modified and featured on an out of home billboard owned by oOh! Media Pty Ltd. The location, duration of placement and billboard size will be subject to availability and the discretion of the Promoter.
26. The media value of the billboard placement is up to \$50,000AUD.

GENERAL

27. The winner agrees that they will not disclose any information whatsoever (creative or otherwise) about the promotion without the Promoter's prior written approval in each instance. Any disclosure whatsoever about the promotion without the prior written approval of the Promoter may subject the winner to substantial monetary damages. If the Promoter suffers Loss or incurs any costs in connection with any breach of these Conditions of Entry or any other legal obligation by the winner, the winner agrees to indemnify the Promoter for those Losses, damages and costs.
28. By entering the promotion, each Entrant absolutely and unconditionally assigns to the Promoter (and agrees to use their best endeavours to procure any relevant third parties to absolutely and unconditionally assign to the Promoter) all right, title and interest in all Intellectual Property Rights in their Entry. An Entry and all Intellectual Property Rights subsisting in the Entry irrevocably become, at time of Entry, the property of the Promoter. Each Entrant must, upon request by the Promoter, execute all documents and perform all acts necessary to vest all Intellectual Property Rights in their Entry in the Promoter. Each Entrant also expressly consents for the benefit of the Promoter to all or any acts or omissions that would ordinarily constitute an infringement of the Entrant's moral rights in relation to all Intellectual Property Rights in

their Entry pursuant to the Copyright Act 1968 (Cth), including the Promoter having an unfettered right to treat the Entry in any manner at its sole discretion, to alter the Entry in any manner and to the Promoter not attributing authorship of the Entry to the Entrant.

29. Entrants can only enter in their own name. Entrants who provide incorrect, misleading or fraudulent information are ineligible to participate in the promotion and all Entries of an Entrant who is deemed by the Promoter to have provided incorrect, misleading or fraudulent information may, at the discretion of the Promoter, be deemed invalid. The Promoter reserves the right to request the Entrant produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the Entrant's identity, age, residential address, eligibility to enter and claim the prize, and any information submitted by the Entrant in entering the promotion, before issuing the prize (including confirming consent of an Entrant's parent or legal guardian and the name, age and address of the parent or legal guardian that gave their consent, where an Entrant is under 18 years of age). If the documentation required by the Promoter (or its nominated agent) or an Entrant or Entry has not been verified or validated to the Promoter's satisfaction then all the Entries of that Entrant will be ineligible and deemed invalid.
30. The Promoter reserves the right to verify the validity of any and all Entries and reserves the right to disqualify any Entrant for: (a) tampering with the entry process; (b) submitting an Entry which is not in accordance with these Conditions of Entry; or (c) if the Entrant is engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved. The prize will only be awarded following any winner validation and verification that the Promoter requires in its sole discretion.
31. It is a condition of accepting the prize that the winner may be required to sign a legal release or releases in a form determined by the Promoter in its absolute discretion.
32. Any attempt, deliberate or otherwise, to cause malicious damage or interference with the Promotion or the normal functioning of the Promoter's web site or social media platforms, or to otherwise undermine the legitimate operation of this promotion may be a violation of criminal and civil Laws and, should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law. If the Promoter suffers loss or incurs any costs in connection with any breach of these Conditions of Entry or any other legal obligation by an Entrant, the Entrant agrees to indemnify the Promoter for those Losses, damages and costs.

33. If the prize becomes unavailable, for any reason beyond the Promoter's reasonable control, then a comparable prize of equal or greater value will be awarded in lieu. Prize cannot be exchanged or redeemed for cash.
34. If this promotion is not capable of running as planned for any reason, including but not limited to war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or anything which corrupts or affects the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the promotion and/or, if necessary, to provide an alternative prize to the same value as the original prize.
35. The Promoter, its franchisees and associated agencies and companies excludes all liability (including negligence) except for any liability that cannot be excluded by law (including any applicable Consumer Guarantee under the Australian Consumer Law in Schedule 2 of the Competition and Consumer Act 2010 (Cth)), for any direct or indirect injury, loss and/or damage arising in any way out of the promotion. This includes, but is not limited to: (i) technical malfunctions, delays or failures, including those resulting from accessing any materials related to this promotion and any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this promotion as a result of any technical malfunctions, delays or failures; (ii) theft, unauthorised access or third party interference; (iii) lost or damaged registrations, prize claims or prizes; and/or (iv) acceptance and/or use of the prize.
36. As a condition of entering this promotion, an Entrant consents to, in the event they are the winner, the Promoter using the Entrant's Entry, name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period of time without further notification, remuneration or compensation for the purpose of promoting, publicising or marketing the promotion (including any outcome), and/or promoting any products or services manufactured, distributed and/or supplied by the Promoter. The Entrant agrees that, in the event they are the winner, the Entrant will participate in all reasonable promoted activities in relation to the promotion as requested by the Promoter and its agents.
37. The Promoter collects uses and discloses each Entrants Personal Information in accordance with its Privacy Policy at <http://www.pelikanartline.com.au/privacypolicy.php> and as disclosed in the Conditions of Entry.
38. The Promoter collects Personal Information about an Entrant for the purposes disclosed in its Collection Statement and to include the Entrant in the promotion and, where appropriate, award prizes. If the Personal Information requested is not provided, the Entrant cannot participate in the promotion and is deemed ineligible. The winner will be required to confirm their Personal Information provided at time of registration and submit any other details requested by the Promoter (which may include their ordinary postal address in Australia, if applicable) in the manner and time required, otherwise their Prize may be forfeited. Incorrect, incomplete, erroneous or ineligible registration and other details confirmed by an Entrant at time of winner notification will deem the Entrant ineligible.
39. An Entrant agrees that the Promoter may, in the event the Entrant is the winner, publish or cause to be published the Entrant's name and locality in any media.
40. An Entrant can gain access to, update or correct any Personal Information held by the Promoter by contacting the Promoter's Privacy Officer by mail at Pelikan Artline Privacy Officer, Locked Bag 50, Blacktown Business Centre, NSW 2148 AUSTRALIA. All Personal Information will be stored by the Promoter in accordance with the Promoter's Privacy Policy.
41. These Conditions of Entry will prevail to the extent of any inconsistency between these Conditions of Entry and the Promoter's Privacy Policy.
42. In these Conditions of Entry: "Intellectual Property Rights" means all present and future rights of whatever nature anywhere in the world including, but not limited to, rights in respect of or in connection with copyright, inventions (including patents), trade marks, service marks, trade names, domain names, designs, confidential information, trade secrets and know-how and similar industrial, commercial and intellectual property rights, whether or not registered or registrable, and includes the right to apply for the registration of such rights, and whether existing in Australia or otherwise. "Laws" means all laws including rules of common law, principles of equity, statutes, regulations, proclamations, ordinances, by-laws, rules, regulatory principles and requirements, statutory rules of an industry body, statutory mandatory codes of conduct, writs, orders, injunctions, judgments, and generally accepted accounting principles in Australia. "Losses" means loss, damage, liability, charge, expense or cost (including all reasonable legal and other professional costs on a full indemnity basis) of any nature or kind. "Personal Information" means, for the purpose of the Privacy Act 1988 (Cth), information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether the information or opinion is recorded in a material form or not.
43. Promoter: Pelikan Artline Pty Limited ABN 51 084 958 556 of 2 Coronation Avenue, Kings Park NSW 2148. Phone: (02) 9674 0900.
44. Apple Inc, Instagram, Facebook Inc and Google (and any of their brands and trade marks) are not participants in or sponsors of this Promotion.