

TERMS AND CONDITIONS OF ENTRY

Karicare Toddler (PROMOTION)

1	Name of Promotion	Danone #KaricareToddlerFeedtheReal
2	The Promoter	NUTRICIA AUSTRALIA PTY LTD – D/12 -24 TALAVERA RD, MACQUARIE PARK NSW 2113 – ABN 99 076 246 752
3	Entry is open to Australian residents only who:	<p>All parents/primary caregivers must be over the age 18 years of age, have a valid email address and phone number.</p> <p>All children featured in the competition must be aged between 12months to 4 years at the time of entry submission and proof of age must be readily available to provide to Danone on request.</p> <p>By entering this Competition, you agree to assign all ownership rights in your photo/s to Nutricia and consent to Nutricia publishing the image/s at its discretion.</p> <p>An entry will be deemed invalid if it contains any of the following: comments relating to baby formula, comments relating to breastfeeding, images of naked toddlers/children, images of bare-chested toddlers/children. Nutricia reserves the right to remove any such entries from the Competition.</p> <p>Please note that irrelevant, abusive, offensive and false comments, and comments referring to infants, will be removed. Danone reserves the right to edit or remove comments.</p>
4	Entry Restrictions	The directors, management and employees (and their immediate families) of The Promoter, its related entities, printers, suppliers, providers and agencies who are directly associated with the conduct of this Promotion are ineligible to enter the Promotion. 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 first cousin.
5	Competition Period	The Competition Period begins at 09:00 (AEST) on Wednesday 29 th June 2022 and ends at 23:59 (AEST) on Tuesday 12 th July 2022.
6	Entry Method	<p>Participants must:</p> <ol style="list-style-type: none"> Upload a picture from your phone of your most real parenting moment and upload it to Instagram Tag @karinourish Tell us in 25 words or less why your real parenting moment should be included in our next campaign Include #KaricareToddlerFeedTheReal in the copy
7	Maximum Number of Entries	5 entries per person.
8	Detail of Determining Winners	There will be 10 winners. Danone (ABN 99 076 246 752) will determine the winners based upon those who have submitted against the criteria within the specified criteria. The winners will be announced on Monday 18 th July at 17:00 (AEST).
9	Prize Details	<ol style="list-style-type: none"> Feature in Karicare Toddler's next campaign for the period as specified by the brand. Danone may decide at its absolute discretion to extend or otherwise amend the Competition

		<p>Period. Win 1 of 10 x Instant Cameras* and 1 of 10 x Family Passes to the Zoo or wildlife experience ** (10 winners total).</p> <p>Please refer to Section 19 of these Terms and Conditions.</p> <p>*Instant Camera prize will be a Fuji Instax mini 11 Instant Film Camera (where stock is available). Camera colour provided may vary from image depicted.</p> <p>**Zoo or wildlife experience located in the nearest capital city to the winner's home address. Note transport to and from the Zoo are not included in the prize pool. A family pass consists of tickets for 2x adults and 2x kids.</p>
10	Total Prize Pool	\$2,580
11	Notification of Winners	<p>@karinourish reveals 10 winners via a static post on their Instagram Feed as all entrants will now follow this account.</p> <p>Influencers will reshare post within their stories.</p> <p>@karinourish to ask winners to contact us via direct message on the feed post for private details to arrange the prize delivery.</p>
12	Publication details	N/A
13	Prize Claim Date and Time	All prizes must be claimed by Monday 8 th August 2022 at 17:00 (AEST).
14	Prize Delivery	Prize will be arranged for delivery within 5 business days of the acceptance/address details being provided.
15	This Promotion is free to enter; however, entrants are responsible for their own costs associated with accessing the internet.	
16	If for any reason whatsoever a winner is not eligible to accept their prize, then the prize will be forfeited by that winner and neither cash nor any other prize will be awarded in lieu.	
17	The Promoter will take all reasonable steps to contact the winners by Friday 16 th July 2022. If the Promoter has been unable to contact or receive a reply from any winner by Tuesday 19 th July 2022 that winner will forfeit the Prize.	
18	If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law to disqualify any entrant or modify, suspend, terminate or cancel the Promotion, as appropriate.	
19	<p>The prize(s) must be taken as stated and no compensation will be payable if a winner is unable to use the prize(s) as stated. Prizes are not transferable, exchangeable and cannot be redeemed for cash. The Promoter accepts no responsibility for any variation in prize value. If a prize or any element of a prize is unavailable for any reason, the Promoter may substitute for that prize or element of that prize, another item of equal or higher value as determined by the Promoter. The Promoter accepts no liability in respect of the prize and, to the extent permitted by law, disclaims and excludes all warranties and guarantees in respect of the prize. By participating in the Promotion, the entrants release the Promoter from any claim whatsoever arising from or in connection with the prize. The Promoter does not covenant, warrant or represent that the provision of the prize will not waive or void any manufacturer's warranties or guarantees, the entrant must make its own enquiries with the manufacturer prior to entering the Promotion.</p>	
20	<p>Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability (including negligence), for any personal injury suffered or sustained in connection with this Promotion or any prizes; and any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Promotion, including, but not limited to, where arising out of the following:</p> <p>(a) any theft, unauthorised access or third-party interference;</p> <p>(b) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;</p>	

	<p>(c) any variation in prize value;</p> <p>(d) any tax liability incurred by a winner or Eligible Entrant; and</p> <p>(e) use of the prize.</p>
21	As a condition of accepting their prizes, the winners may be required to sign legal documentation as and, in the form, required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
22	The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to the supplier of the prize, and any third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for Promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to access, update or correct information to the Promoter at CHEP Network, Level 2, Pier 8/9, 23 Hickson Rd, Walsh Bay, NSW 2000
23	By entering the Promotion, the entrant indemnifies, and hold harmless, the Promoter and its employees, servants, agents and contractors, from and against all losses arising from a breach by the winner of any of these Terms and Conditions; any third party claim arising directly or indirectly from a breach by the winner of any of these Terms and Conditions; a negligent, wilful or otherwise wrongful act or omission of the winner; fraudulent or dishonest acts or omissions by the winner; any breach by the winners of any applicable laws; any claim by any third party (including individuals, legal entities and governmental departments or agencies) arising directly or indirectly as a result of the winner accepting this prize; the death of, or personal injury to, any person or any damage to, or loss or destruction of, any real or tangible personal property, to the extent caused by any act or omission of the winner.
	By entering the Promotion, the entrant assigns all intellectual property rights created in respect of the Promotion, including any content or material submitted by the entrant, to Danone. Separately, the entrant acknowledges and agrees that Danone may reproduce, use, develop or share any content or material on its own digital and social media channels, on paid digital or social media, or future billboard and out-of-home advertising.
24	As a condition of accepting the prize, the winner consents to the Promoter using an eligible 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.
25	By submitting an entry into the Promotion, the entrant acknowledges that the Promotion is in no way sponsored, endorsed or administered by, or associated with, Meta/Instagram or any other social network.
26	To the fullest extent permitted by law, each entrant releases Meta/Instagram from and against any loss, liability, cost or expense that the entrant or any other person may suffer or incur as a result of entry into the Promotion.
27	These Terms and Conditions are governed by the laws of Australia and individual State law and each entrant agrees to submit to the non-exclusive jurisdiction of the courts of the State.
28	Entries must be submitted in the format(s) accepted on Meta/Instagram as comments and must comply with the terms and conditions of Meta/Instagram as well as these Conditions.