

“LITTLE ATHLETICS VICTORIA EXPERIENCE OF A LIFETIME” COMPETITION CONDITIONS OF ENTRY

1. Information on how to enter and prizes form part of these Conditions of Entry. Entry into this promotion is deemed acceptance of these Conditions of Entry.
2. Entry into the promotion is only open to recipients of a McDonald’s Achievement Award who are residents of Victoria, Australia aged between 5 and 16 years (inclusive) as at **21 February 2014**. Entrants must obtain the consent of their parent or legal guardian to enter the promotion and provide personal information about themselves. All entries of entrants who do not provide the required parental consent (as and where required) will be deemed invalid. These Conditions of Entry will bind the entrant and any parent or legal guardian who gives their consent.
3. To be eligible to win the prize, entrants must be registered members of Little Athletics Victoria. The directors, management and employees (and their immediate families including their children and wards) of the Promoter, its related entities, corporations or franchisees, printers, suppliers, providers and agencies associated with this promotion are ineligible to enter this 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.
4. Promotion commences 6am AEDT on 01.11.13 and closes 11:59pm AEDT on 22.02.14 (“Promotional Period”).
5. To enter the promotion, eligible entrants must be awarded a McDonald’s Achievement Award, fully complete the entry form attached (including parent/guardian signature) and send the completed entry form to VIC McDonald’s Little Aths Competition, 2 Smith Street, Collingwood, VIC 3066 during the Promotional Period.
6. Only one entry per person into the promotion is permitted. Any subsequent entry after the first valid entry is received will be deemed invalid. The Promoter accepts no responsibility for late, lost or misdirected entries. Incomplete, ineligible or incomprehensible entries will be deemed invalid. Entries must be received by the Promoter during the Promotional Period. Entries will be deemed to be accepted at the time of receipt and not at the time of transmission.
7. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Conditions of Entry or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
8. There is one prize in this competition. The winner will be the first valid entry drawn. The draw to determine the winners will take place at 2 Smith Street, Collingwood, Vic 3066 on 25 February 2014, from 11:00 am (AEDT). The winner of the promotion will be notified by phone and in writing (by email). All reasonable attempts to notify the winner will be taken by the Promoter. The Promoter’s decision is final and no correspondence will be entered into.
9. There is one prize which is:
 - a) 2 nights accommodation (Friday 21 March 2014 and Saturday 22 March 2014) at The Sebel Hotel Albert Park for the winner and his/her family (2 adults and 2 children)
 - b) Buffet Breakfast for the winner and family at Windows Restaurant (The Sebel Hotel) for both Saturday morning (21 March) and Sunday morning (22 March)
 - c) VIP Access Pass to the Melbourne IAAF Track Classic on Saturday 22 March 2014 at Lakeside Stadium for the winner, his/her family and 6 friends as chosen by the winner.
 - d) Transport from The Sebel Hotel Albert Park to McDonald’s South Melbourne (for winner, their family and 6 friends) for dinner prior to commencement of Track Classic and transport from McDonald’s to Track Classic.
10. The winner of the prize must give at least 20 days notice of details of the family and 6 guests that will be a part of the prize.
11. The accommodation and related travel is subject to availability at the time of booking and, if any component of a prize is unavailable on the dates proposed by the winner, the Promoter will consult with the winner to determine alternative dates on which their prize will be booked.
12. All aspects of the prize are for the winner and his/her family travelling and staying together. The 6 guests are only entitled to dinner at McDonald’s South Melbourne, the VIP Access Pass to the IAAF Track Classic and transport to from

The Sebel Hotel Albert Park McDonald's South Melbourne and then to the Track Classic. The winner of the prize is free to select any person as a guest (family), provided that at least one of the family members is a parent or guardian of the winner and one guest is aged 16 or under as at 21 February 2014. The winner of the prize is free to select any person as a guest (friend) and they do not have to be Little Athletics Victoria participants.

13. Once prize tickets/bookings have been arranged by the Promoter, changes to a prize and accommodation arrangements are at the expense of the winner.

14. All components of a prize must be taken together. Any part of a prize that is not taken for any reason is forfeited. A prize cannot be exchanged for other accommodation or travel.

15. A prize does not (except as expressly stated) include:

- i. any transport between a traveller's residence and the hotel;
- ii. any other travel or accommodation;
- iii. any other meals;
- iv. any incidental accommodation charges (such as, telephone calls and video rentals);
- v. any spending money;
- vi. any insurance (such as travel or health cover);
- vii. any vaccinations or other medical or health related services; and
- viii. any other ancillary costs which may be incurred by the winner or his/her guests in relation to the prize.

16. Entrants who are awarded a prize must confirm their eligibility to accept and participate in the prize within five (5) days of being successfully notified by the Promoter that they have been awarded the prize, otherwise their entry will be deemed invalid.

17. The Promoter may conduct further draws at the same place and time as the original draws as are necessary on 1 March 2014 in order to distribute any prizes (if any) unclaimed by that date, subject to any written directions given under applicable State legislation. In the event of any winner or winners in the unclaimed prize draw or draws, the winner or winners will be notified in writing (by email). All reasonable attempts to notify the winner or winners (if any) will be taken by the Promoter. The Promoter's decisions are final and no correspondence will be entered into.

18. If for any reason a winner does not take the prize or an element of the prize at the time stipulated by the Promoter, then the prize or that element of the prize will be forfeited and cash will not be awarded in lieu.

19. Total maximum prize pool value is up to AUD \$3,500. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.

20. Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period of time without remuneration or compensation for the purpose of promoting, publicising or marketing this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter. The winner agrees to participate in all reasonable promoted activities in relation to the promotion as requested by the Promoter and its agents.

21. It is a condition of entry that the winner and their parent or legal guardian agree to the following:

- (a) the Promoter may publish the winner's name;
- (b) the winner and their parent or legal guardian may be required to take part in various interviews, photograph sessions and film recordings, taken before, during and after their trip to Melbourne
- (c) the Promoter may use the interviews, photographs and film recordings ("Materials") and the winner's and their parent's or guardian's name, likeness, image and/or voice (including photograph, film and/or recording of the same) recorded during the production of the Materials in any media, including but not limited, to TV, online, radio and press;
- (d) the Promoter may duplicate, alter, adapt and utilise the Materials as the Promoter wishes at anytime, anywhere, and by any means. The Promoter may license, authorise or otherwise transfer the rights in the Materials to others to do the same;
- (e) upon creation of the Materials the winner and their parent or legal guardian grants to the Promoter a royalty free, perpetual, exclusive and irrevocable licence to use the Materials for whatever purpose; and
- (f) the winner and their parent or legal guardian consent to any use of the Materials in a way which may otherwise infringe their moral rights pursuant to the Copyright Act 1968 (Cth).

22. 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:

(a) to disqualify any entrant; or

(b) to modify, suspend, terminate or cancel the promotion and/or, if necessary, provide an alternative prize or prizes to the same value as an original prize or prizes, subject to any written directions made under applicable State legislation.

23. If a prize or element of a prize becomes unavailable, for any reason beyond the Promoter's reasonable control, then a comparable prize or prize element of equal or greater value will be awarded in lieu, subject to any written directions made under applicable State legislation. The Promoter reserves the right to substitute an element or to provide an alternative prize of equal or greater value if an event or cancellation occurs for any reason beyond the reasonable control of the Promoter.

24. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees, franchisees and agents) excludes all liability (including negligence), for any personal injury; or 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:

(a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control);

(b) any theft, unauthorised access or third party interference;

(c) 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;

(d) any variation in prize value to that stated in these Conditions of Entry;

(e) any tax liability incurred by a winner or entrant;

(f) attendance and participation at the prize event; or

(g) if trip is cancelled.

25. Any attempt, deliberate or otherwise, to cause malicious damage or interference with the normal functioning of the promotional website or the information on the promotional website, 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.

26. 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 or the entrant's parent or legal guardian, the entrant and the entrant's parent or legal guardian agrees to indemnify the promoter for those losses, damages and costs.

27. As a condition of accepting the prize, the parent or guardian of each winner must execute any legal documentation as and in the form reasonably required by the Promoter / Prize Supplier / organisers in their absolute discretion including but not limited to a legal release and indemnity form.

28. All entries and any copyright subsisting in the entries become and remain the property of the Promoter. The Promoter collects personal information in order to conduct the promotion and may, for this purpose, disclose such information to third parties, including, but not limited to, prize suppliers. Entry is conditional on providing this information. Each entrant consents to the Promoter, for an indefinite period unless otherwise advised, using the information for promotional, marketing and publicity purposes including sending electronic messages or telephoning the entrant. Entrants can also gain access to, update or correct any personal information by contacting the McDonald's Regional Office by mail at 2 Smith Street, Collingwood VIC 3066. All personal information will be stored at the office of the Promoter. A copy of the Promoter's Privacy Policy in relation to the treatment of personal information collected may be obtained by contacting the Promoter or by clicking on the Privacy Policy link on www.mcdonalds.com.au.

29. Linked Sites: The promotional website may contain links to other websites ("Linked Sites"). The Linked Sites are for your convenience only and you access them at your own risk. The Promoter is not responsible for the content of the Linked Sites, whether or not the Promoter is affiliated with the Linked Sites. The Promoter does not in any way endorse the Linked Sites and is not responsible for the quality or delivery of any products or services offered, accessed or advertised by such Linked Sites. To the extent that these Linked Sites collect personal information or postings from you, the Promoter shall not bear any responsibility or liability for the manner in which such information or postings are used or exploited.

30. The Promoter is McDonald's Australia Limited of 21-29 Central Avenue, Thornleigh NSW 2120. ABN 43 008 496 928.