



TERMS AND CONDITIONS

#MYCOLDROCKCREATION SUMMER SOCIAL COMPETITION

SCHEDULE	
Item 1: Promotion Name	#MYCOLDROCKCREATION SUMMER SOCIAL COMPETITION (“Promotion”)
Item 2: Promoter	Cold Rock Management Pty Ltd of PO Box 1234, Windsor, VIC, 3181 (“CRM”)
Item 3: Prize Pool	25 x \$50 Cold Rock Ice Creamery Gift Cards. Total prize pool: \$1250 (inclusive of GST)

1 Introduction

- 1.1 Participation in this Promotion and information regarding redemption of any prizes forms part of these terms and conditions.
- 1.2 By submitting an entry into this Promotion, entrants warrant that they have read, understand and agree to be bound by these terms and conditions.

2. Duration

- 2.1 The Promotion commences weekly at 9:00am AEDT every Monday, and closes at midnight AEDT every Sunday (“Promotional Period”) in accordance with the schedule below.

Draw Number	Opening Date	Closing Date	Draw Date
Draw 1	9am Monday 11 January 2021	11.59pm Sunday 17 January 2021	Monday 18 January 2021
Draw 2	9am Monday 18 January 2021	11.59 pm Sunday 24 January 2021	Monday 25 January 2021
Draw 3	9am Monday 25 January 2021	11.59pm Sunday 31 January 2021	Monday 1 February 2021
Draw 4	9am Monday 1 February 2021	11.59pm Sunday 7 February 2021	Monday 8 February 2021
Draw 5	9am Monday 8 February 2021	11.59pm Sunday 14 January 2021	Monday 15 February 2021



3. Eligibility

- 3.1 This Promotion is open to all residents of Australia who have a Facebook and/or an Instagram account, enabling them to submit an entry in accordance with section 4.
- 3.2 Entrants under the age of 18 must obtain permission from their parent or legal guardian.
- 3.3 Directors, staff, Franchisees and their immediate families are not eligible to enter this Promotion.

4. Participation

To enter, during the Promotional Period, entrants must:

- 4.1 Log onto their Instagram and/or Facebook account.
- 4.2 Post an original video, of a maximum of 45 seconds, or original photo of their Cold Rock Creation to either:
 - a) Cold Rock Ice Creamery official Facebook page; or
 - b) Publically on Instagram.
- 4.3 Tag @coldrockofficial on Instagram or @ColdRockIceCreamery on Facebook.
- 4.4 Hashtag #mycoldrockcreation
- 4.5 The video or photo must contain the Cold Rock logo whether on the product or inside a store.

5 Prizes

- 5.1 Each week during the Promotional Period a total of five (5), \$50 Cold Rock Ice Creamery Gift Cards will be awarded, making a total prize pool for this Promotion of \$2,500.00 (inclusive of GST).
- 5.2 There will be two (2) prizes awarded to photo entries and three (3) awarded to video entries each week
- 5.3 Prizes are not transferable, redeemable or exchangeable for cash.
- 5.4 If there are not sufficient entries in any week during the Promotional Period or if CRM determines that the standard of entry is unsuitable, CRM, at its sole discretion, may reduce the number of \$50 Cold Rock Ice Creamery Gift Cards awarded for that period.

6 Judging Criteria and Notification

- 6.1 This Promotion is determined on skill; and chance plays no part in determining a winner.
- 6.2 All valid entries received during the weekly Promotional Period will be reviewed by CRM and be judged based on originality and creativity.
- 6.3 Winning entrants will be notified by Facebook/Instagram direct message within three business days of each draw date as set out above. CRM will request that the winner send CRM a private message with their name, email, address and phone number for prizes.



- 6.4 Entrants consent to CRM using their full name, as represented on their Facebook / Instagram profile in any media for an unlimited period of time without remuneration for any purpose of promoting CRM, and this Promotion.

7 Prize Collection

- 7.1 Each Cold Rock \$50 Cold Rock Ice Creamery Gift Card will be sent by express mail to the winner, and CRM take no responsibility for it being lost or stolen.

8 Release and indemnity

- 8.1 This Promotion is in no way sponsored, endorsed or administered by or associated with Instagram, Facebook or any other social network. Entrants acknowledge that:
- a) any information provided in connection with the Promotion is provided to CRM and not to Instagram, Facebook or any other social network.
 - b) any questions, comments or complaints regarding the Promotion will be directed to CRM and not to Instagram, Facebook or any other social network.
 - c) they release Instagram, Facebook and any other social network and their associated companies from all liability arising in respect of the Promotion and use or publication of the image.
- 8.2 All entrants indemnify CRM against any claim, legal or otherwise that may arise out of use or publication of an image.
- 8.3 All entries become the property of CRM, and by entering into this Promotion, each entrant assigns all of their rights, title and interest (including copyright) in and to their entry to CRM.
- 8.4 CRM reserves the right to remove any image without consent of the entrant.

9 Termination of Promotion

- 9.1 CRM may vary the terms of, or cancel, this Promotion at any time without liability to any entrant or other person.

10 Decisions final

- 10.1 CRM at its sole discretion, may accept entries with errors and omissions.
- 10.2 CRM's decision relating to the Promotion is final and no correspondence will be entered into.

11. General

- 11.1 Only one entry per person per account is allowed. Uploading more than one video or photo may lead to the removal.
- 11.2 All costs associated with use of Instagram and/or Facebook will be the responsibility of the entrant.
- 11.3 No image that could be deemed rude or offensive or that violates Instagram's Terms of Use (<https://help.instagram.com/478745558852511>) or Facebook's Statement of Rights and Responsibilities (<http://www.facebook.com/terms.php?ref=pf>), will be accepted and will be immediately removed.



- 11.4 CRM may disqualify any entrant submitting an entry which, in the opinion of CRM, is objectionable.
- 11.5 All images submitted must have the permission of the individuals in the images before it is uploaded and the entrant (or their guardian) warrants this.
- 11.6 By entering the Promotion, the entrant agrees:
 - a) that CRM has an unrestricted, irrevocable, transferable, divisible right and licence to use and modify their entry for the purpose of CRM's business without the payment of any further fee or compensation.
 - b) if required, sign any further documentation required by CRM so as to give effect to this arrangement as a precondition to being awarded the prize.
- 11.7 Entrants acknowledge that any use of their entry by CRM does not constitute endorsement of their entry or guarantee that their entry will be shortlisted or will win a prize.
- 11.8 Entry into the Promotion is free, excluding internet connection charges.
- 11.9 Entries for each draw listed in clause 2.1 must be received by the time and date specified therein. The date and time of the entry will, in each case, be the date and time the entry is received by CRM's database.
- 4.10 CRM, its agents, affiliates or representatives will not be liable for any lost, late or misdirected entries, including delays in the delivery due to technical disruptions, network congestion or for any other reason.