

TERMS AND CONDITIONS

NOMINATE A MATE 2022

Promotion:	Nominate A Mate
Promoter:	Cold Rock Management Pty Ltd of 2 Duke Street, Windsor, VIC, 3181
Eligible Entrant:	<ul style="list-style-type: none">a. Entry is open to all residents of Australia of all ages. If under 18 years, the entrant must obtain permission from their parent, or legal guardian over the age of 18b. By entering this Promotion, Eligible Entrants agree to these terms and conditions.c. Eligible Entrants consent to the Promoter using their name (as represented on their Facebook/Instagram profile) without remuneration.d. Eligible Entrants confirm that their entry:<ul style="list-style-type: none">i. has not been published or previously used to win prizes in other competitions.ii. does not infringe the rights of any other persone. Eligible Entrants acknowledge that any use of their entry by the Promoter does not constitute endorsement of their entry or guarantee that their entry will be shortlisted or will win a prize.
Prize Winners	<p>Prize Winners must be a member of Cold Rock Rockstar Rewards Programme.</p> <p>To become a member, download the Cold Rock app and complete the sign-up and registration process.</p>

1 . Introduction

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

2. Duration

- 2.1 The Promotion will commence at 9am AEDT on 3rd March 2022 and close at 11:59 AEDT on 31st March 2022. No entries will be accepted outside of these time frames.

3. Eligibility

- 3.1 The Promotion is open to all Eligible Entrants.
- 3.2 Directors, officers, management, and their immediate families of the Promoter are not eligible to participate in the Promotion.

4. How to Enter

- 4.1 To enter any of the sub-competitions in the Promotion, Eligible Entrants must submit their entry during the Opening Date and the Closing Date
- 4.2 Entries will be judged based on the criteria outlined in Section 6.
- 4.3 To enter, an eligible entrant must, during the promotional period;
 - a) Create an original and creative nomination submission in 25 words or less for the competition statement: "Why does your friend or family member deserve to win a Cold Rock Ice Cream Cake or Take Home Tub this year?" at www.coldrock.com.au/nominate
 - b) Provide the following details:
 - 1. Entrant's first name
 - 2. Entrant's last name
 - 3. Entrant's email address
 - 4. Entrant's mobile number
 - 5. Entrant's postcode
 - 6. Nominee's first name
 - 7. Nominee's last name
 - 8. Nominee's email address
 - 9. Nominee's mobile number
 - 10. Nominee's postcode/suburb
 - c) Accept the Terms & Conditions and submit the online entry form.
 - d) Entrants under the age of 18 years old must seek a parent or adult/legal guardian's permission to send any submission to the Promoter and enter the promotion.

5. Valid Entries

- 5.1 Eligible Entrants must not submit content that could be deemed offensive by the Promoter or that violates the rights and privacy of their nominee
- 5.2 The Promoter reserves the right to disqualify any entry which, in their sole opinion is objectionable.
- 5.3 The Promoter reserves the right to remove any submission from the Promotion without consent of an entrant or of an Eligible Entrant.
- 5.4 Entries are unlimited for individuals, however, entrants may nominate each nominee only once
- 5.5 Entries must be submitted through the dedicated 'Nominate A Mate' form via this URL www.coldrock.com.au/nominate
- 5.6 Entry in the Promotion is free (excluding internet connection charges).
- 5.7 An entry cannot be modified after it has been submitted.
- 5.8 Eligible entries not completed in accordance with these terms and conditions, and any incomplete or indecipherable entry, may be deemed invalid by the Promoter.
- 5.9 The Promoter its agents, affiliates, or representatives will not be liable for any lost, late or misdirected entries.

6. Judging Criteria and Notification

- 6.1 All valid entries received will be reviewed by a panel of judges from the Promoter.
- 6.2 This is a game of skill, and chance plays no part in determining the winner. Each entry will be individually judged based on originality and creativity.
- 6.3 Prize Winners will be notified via phone or email (as provided on their entry form) on April 4th 2022
- 6.4 After notification from the Promoter of a Winning Entry each winning entrant will be required to provide, as an email to the Promoter, their name, email, and phone number for confirmation of them being a member of Cold Rock Rockstar Rewards Programme and for correspondence regarding their prize.

7. Prizes

7.1 Competition	Total number of winners	Prizes
Nominate A Mate	50 Potential Total Winners	Each selected winner can select 1 of the following; <ol style="list-style-type: none">1 voucher for 1 x Fan Favourite Ice Cream Cake to the value of \$50.00 uploaded to their nominated Rockstar Rewards membership account1 voucher for 1 x Small Take Home Tub with 4 Mix Ins and 2 x tubs of Rock Your Dough uploaded to their nominated Rockstar Rewards membership account1 voucher for 1 x Large Take Home Tub with 4 Mix Ins and 2 x Regular Loaded Shakes with 2 Mix Ins uploaded to their nominated Rockstar Rewards membership account

- 7.2 The Promoter may reduce the number of prizes awarded, if not enough valid entries are received
- 7.3 Prizes are non-transferable and are not redeemable for cash. Any attempt to resell or auction any part of any prize will result in an immediate cancellation of the prize.
- 7.4 Cold Rock Ice Creamery Gift Cards, Cold Rock Rockstar Reward Dollars and Cold Rock Rockstar Reward Vouchers terms of use apply to the relevant prizes.
- 7.5 An eligible entrant and nominee can only win a prize once during this competition
- 7.6 Vouchers can only be redeemed in full, once.

8. Prize Collection and Winner Verification

- 8.1 The Promoter may request verification of identity and any other information from an Eligible Entrant and their nominee relevant to entry into or participation in this Promotion.
- 8.2 Any prize unclaimed by 1pm, Friday 8th April 2022 will be forfeited.
- 8.3 It is a condition of accepting a prize that the Prize Winner is an Eligible Entrant and:
- (a) has signed up to the Cold Rock Rockstar Rewards Loyalty Program.
 - (b) collects their prize from their local Cold Rock Ice Creamery Store, where applicable.

9. Release and indemnity

- 9.1 This Promotion will be conducted using an online entry form which may be based outside Australia. Information shared, including photographs and contact details may be transferred to the Promoter's servers, which may be outside of Australia. By entering this Promotion, Eligible Entrants agree to this.
- 9.2 This Promotion is in no way sponsored, endorsed, or administered by or associated with Instagram, Facebook or any other social network, and Eligible Entrants acknowledge that:
- a) any information they provide in connection with the Promotion is provided to the Promoter and not to Instagram, Facebook or any other social network; and
 - b) any questions, comments or complaints regarding the Promotion will be directed to the Promoter, not to Instagram, Facebook or any other social network; and
 - 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 any images.
- 9.3 Eligible Entrants indemnify the Promoter against any claim, legal or otherwise that may arise out of use or publication of any image.
- 9.4 All entries become the property of the Promoter, and Eligible Entrants acknowledge that their entry and all material included will become the property of the Promoter.
- 9.5 Each Eligible Entrant agrees that the Promoter has an unrestricted, irrevocable, transferable, divisible right and licence to use and modify their entry for the purpose of their business without the payment of any further fee or compensation.
- 9.6 The Promoter assumes no responsibility for any incorrect or inaccurate information, either caused to or by an Eligible Entrant due to any of the equipment or programming associated with or utilised in the Promotion, for any technical error, or any combination thereof that may occur in the course of the administration of the Promotion.

10. Termination of Promotion

- 10.1 The Promoter reserves the right to vary the terms of, or cancel, this Promotion at any time without liability to any entrant, Eligible Entrant, or other person.

11. Decisions Final

- 11.1 The Promoter, at its sole discretion, may accept entries with errors and omissions.
- 11.2 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 terms and conditions 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
- 11.3 The Promoter's decision relating to the Promotion and/or redemption of the prizes is final, and no discussions or correspondence will be entered into.