## **TERMS AND CONDITIONS**

## STRIKE YOUR BEST POSE SOCIAL MEDIA PHOTO COMPETITION 2025

Promotion:	Strike Your Best Pose – Social Media Photo Competition
Promoter:	Cold Rock Management Pty Ltd of 2 Duke Street, Windsor, VIC, 3181
Eligible Entrant:	a. By entering this Promotion, Eligible Entrants agree to these terms and conditions.
	b. Eligible Entrants consent to the Promoter using their name.
	c. 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 be the Prize Winner.
Prize Winner	The Prize Winner will be chosen by the creativity and quality of their photo submissions.
Major Prize Value	The Prize Winner will receive 1x Sony PlayStation 5* and Karate Kid Legends x Cold Rock prize pack valued at \$1,000.
Minor Prize Value	The Prize Winner will receive 1x Karate Kid Legends x Cold Rock prize pack valued at \$150.
Promotional Period	The Promotion will commence at 9:00am AEST on 26 <sup>th</sup> May 2024 and closes at 11:59pm AEST on 29 <sup>th</sup> June 2025

## 1. Introduction

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

### 2. Duration

2.1. The Promotion will commence at 9:00am AEST on 26<sup>th</sup> May 2024 and closes at 11:59pm AEST on 29<sup>th</sup> June 2025. No entries will be accepted outside of these time frames.

# 3. Eligibility

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

#### 4. How to Enter

- 4.1. To enter, Eligible Entrants must:
  - a) Take a photo with the Karate Kid Legends Movie standee in store.
  - b) Upload the picture to their socials using #Coldrocklegends.

#### 5. Valid Entries

- 5.1. The Promoter reserves the right to disqualify any entry which, in their sole opinion, is objectionable.
- 5.2. The Promoter may remove any submission from the Promotion without consent of an entrant or of an Eligible Entrant.
- 5.3. There is no limit to the number of entries each Eligible Entrants may submit.
- 5.4. Entry in the Promotion is free (excluding internet connection charges).
- 5.5. Entries not completed in accordance with these terms and conditions, and any incomplete or indecipherable entry, will be deemed invalid by the Promoter.
- 5.6. 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. This is a game of skill and chance plays no part in determining the winners. Each entry will be individually judged based on originality and creative merits.
- 6.2. All valid entries received will be reviewed by a panel of judges from the Promoter and will be judged based on creativity and quality.
- 6.3. Major Prize Winners will be notified by direct contact on the account they have posted the entry on or about 1<sup>st</sup> July 2025.
- 6.4. Minor Prize Winners will be notified by direct contact on the account they have posted the entry on or about 9<sup>th</sup> June 2025.

#### 7. Prize

- 7.1. There are 2 major prize packs to be won. Each winner will receive 1x prize pack.
- 7.2. The total prize pool is \$1000. Any costs not expressly included in the prize description are the responsibility of the winner.
- 7.3. In addition to the main prizes, there will be 10x runner-up winners. Each runner-up will receive an In Season, CR Gift Card, stickers, a headband, a water bottle, and a fidget spinner. These items are not transferable, exchangeable, or redeemable for cash or any other consideration.
- 7.4. Prizes are not transferable or exchangeable and cannot be redeemed for cash or any other form of consideration. The value of each prize is accurate as at the time of preparation of these Terms & Conditions of Entry. If a winner does not take an element of a prize by the

time stipulated by The Promoter, then that element of the prize will be forfeited by the winner and neither cash nor any other form of compensation will be supplied in lieu of that element of the prize. We accept no other liability or responsibility for any loss incurred by a winner or any other party if any prize (or any part of a prize) is unavailable for any reason.

# 8. Release and indemnity

- 8.1. This Promotion will be conducted using direct email and social media entries 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.
- 8.2. 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:
- 8.2.1. Any information provided in connection with the Promotion is provided to the Promoter and not to Instagram, Facebook, or any other social network; and
- 8.2.2. any questions, comments or complaints regarding the Promotion must be directed to the Promoter and not to Instagram. Facebook or any other social network; and
- 8.2.3. 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.
- 8.3. Eligible Entrants indemnify the Promoter against any claim, legal or otherwise that may arise out of use or publication of any image.
- 8.4. 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.
- 8.5. 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.
- 8.6. 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 during the administration of the Promotion.

## 9. Termination of Promotion

9.1. 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.

## 10. Decisions Final

- 10.1. The Promoter, at its sole discretion, may accept entries with errors and omissions.
- 10.2. 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.