

## "GARMIN 12 days of Christmas CHALLENGES" PROMOTION TERMS AND CONDITIONS

1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.

2. The promoter is Garmin Australasia Pty Ltd (ABN 85 129 153 448) of 30 Clay Place, Eastern Creek, NSW 2766, telephone (02) 9679 3400 ("Promoter").

3. Entry is only open to Australian residents aged 18 years or over daily between dates 1st -12th December to claim the prize, in the event they are selected as the winner.

4. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. 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 1st cousin.

5. Promotion commences on 1/09/2017 and ends at 11:59pm AEST on 12/12/2017 ("Promotional Period").

To enter, individuals must complete the following steps during the Promotional Period:

- a) visit the Garmin Australia Facebook page and compete in the daily challenge posted to the page by Garmin Australia each morning;
- b) post proof of completing the "challenge" to the post using an image of their Garmin wearable or a screenshot from their Garmin Connect account showing the activity performed

6. Incomplete or indecipherable entries will be deemed invalid.

7. Only one (1) entry is permitted per person.

8. 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 reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

9. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.

10. This is a game of skill and chance plays no part in determining the winner. Each entry will be individually judged based on the completion of activity, image creative merit as well as the degree to which the entrant deserves to win the prize (in the Promoter's opinion) based on the photograph submitted, their performance data, and their comment to the post. The judging will take place at the Promoter's premises daily during the "promotional period". The judges may select additional reserve entries, which they determine to be the next best, and record them in order of merit, in case of an invalid entry or ineligible entrant.

11. The Promoter's decision is final and no correspondence will be entered into.

12. The best valid entry, as determined by the judges, will win a \$300 discount code on the garmin.com.au online store. Their name will be posted on the corresponding challenge post by Garmin Australia asking them to send a personal message to the Garmin Australia Facebook page with their email details. Garmin Australia will proceed with emailing the discount code to the corresponding winner within 14 business days.

13. As a condition of accepting the prize, the winner also agrees that Garmin Australia can share their winning entry publicly on the Garmin Australia social media channels.

14. In the event the winner does not accept the prize, and/or does not reply to Garmin Australia after 7 days, they will forfeit their right to the prize and the prize will be awarded to a reserve winner selected by the Promoter.

15. If for any reason the winner does not take the prize (or an element of the prize) at/by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.

16. If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of the equal value and/or specification.

17. Prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.

18. Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to answers to the promotional question ("Content"). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:

- (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
- (b) their Content shall not contain viruses or cause injury or harm to any person or entity;
- (c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
- (d) the Content is the original work of the entrant that does not infringe the rights of any third party;
- (e) they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the Copyright Act 1968 (Cth) and warrant that they have the full authority to grant these rights; and
- (f) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.

19. As a condition of entering this promotion, each entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.

20. Entrants consent to the Promoter using their 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 without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

21. 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, including but not limited to technical difficulties, unauthorised intervention or fraud, 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, as appropriate.

22. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.

23. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees 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.

24. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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: (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 Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) taking/use of and/or participation in the prize.

25. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, and prize suppliers. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <http://www.garmin.com/en-US/legal/privacy-statement>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning

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