

## **HP Australia 'Bend the Rules' Competition.**

### **Terms & Conditions of Entry**

Instructions on how to enter and prizes form part of these Terms & Conditions of Entry. Entry into this 'Show HP how you Bend the Rules' ("**Promotion**") is deemed acceptance of these Terms & Conditions of Entry.

#### **1. DEFINITIONS**

**"Promoter"** means Hewlett-Packard Australia Pty Ltd (ABN 74 004 394 763) of 410 Concord Road, Rhodes NSW 2138 Australia.

**"Promotion Period"** commences at 12.01am (AEST, Australian Eastern Standard Time) on Monday 18<sup>th</sup> August 2014 and closes at 11.59pm (AEST, Australian Eastern Daylight Time) on Sunday 26<sup>th</sup> October 2014.

**"First Place Weekly Spot Prize pack"** means:

- i. One HP Action Cam ac200w, valued at \$399 RRP

**"Second Place Weekly Spot Prize pack"** means:

- i. One pair of Beats by Dr. Dre Solo HD Headphones, valued at \$279 RRP

**"Third Place Weekly Spot Prize pack"** means:

- i. In the case of an Australian resident winner, one Hoyts Australia Adult cinema ticket, valued at \$20 RRP
- ii. In the case of a New Zealand resident winner, one Hoyts New Zealand Adult cinema ticket, valued at \$16 RRP

**"Major Prize pack"** means:

- i. \$10,000
- ii. One HP Pavilion x360 Notebook valued at \$699 RRP

**"Hub"** means:

The website [www.youtube.com/hpaustralia](http://www.youtube.com/hpaustralia)

**"Participant"** means:

Any person aged 18 years and over residing in Australia or New Zealand at the time of the Promotion. Employees and directors of the Promoter, the Promoter's related companies or any agencies involved in this Promotion, and the immediate families of each of those persons are ineligible to participate in this Promotion.

**"Bend the Rules"** means: the Participants own interpretation of what best demonstrates 'Bending the Rules'.

#### **2. ENTRY DETAILS**

To be eligible for this Promotion, Participants must either post a tweet, photograph or video which illustrates how the Participant "Bends the Rules". Australian Participants must also include the hashtag #BendTheRulesAustralia in their caption for their submission to be deemed valid. New Zealand Participants must also include the hashtag #BendTheRulesNZ in their caption for their submission to be deemed valid. Such content must be uploaded via either:

1. The participants personally owned Instagram account; or
2. The participants personally owned Facebook account; or
3. The participants personally owned Twitter account; or
4. The participants personally owned YouTube account.

Entries which do not comply with the submission instructions at [www.youtube.com/hpaustralia](http://www.youtube.com/hpaustralia) are invalid and will not be accepted. Incomplete, incomprehensible or illegible entries will be deemed invalid. The Promoter's decision to disqualify an entry is final and no correspondence will be entered into. No responsibility will be taken

for lost, late or misdirected entries. Automated entries, bulk entries and third party entries are not allowed and will be disqualified. Entries from known spam email sources will also be disqualified.

Ten entries per Participant are permitted.

The Promoter will place selected entries on the Promoter's Hub.

For Participants submitting their entry via Instagram, Participants must act in accordance with Instagram's requirements and terms of use at all times, which can be viewed here: <http://instagram.com/about/legal/terms/>.

For Participants submitting their entry via Facebook, Participants must act in accordance with the Facebook Statement of Rights and Responsibilities, which can be viewed at [www.facebook.com/terms.php](http://www.facebook.com/terms.php).

For Participants submitting their entry via Twitter, Participants must act in accordance with Twitter's requirements and terms of use at all time, which can be viewed here: <https://twitter.com/tos>

For Participants submitting their entry via YouTube, Participants must act in accordance with YouTube's Terms of Service (available at [www.youtube.com/terms](http://www.youtube.com/terms)) and Community Guidelines, which can be viewed here: [http://www.youtube.com/t/community\\_guidelines](http://www.youtube.com/t/community_guidelines)

For the avoidance of doubt, Participants' Facebook, Twitter and YouTube post's and Instagram profiles must be on public display and contain adequate details to allow the Promoter to identify the entrant for the entrant to be eligible for entry.

By submitting an entry, Participants and winners consent to the public disclosure of their names, responses and content produced by HP for publicity purposes.

### **3. ENTRY REQUIREMENTS**

- Entries must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- Entries must not contain brand names or trademarks, except the Promoter's trademarks;
- Entries must not contain material that is inappropriate, indecent, obscene, violent, hateful, tortious, defamatory, slanderous or libelous;
- Entries must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
- Entries must not contain material that is unlawful, in violation of or contrary to any laws or regulations where the entry is created.

### **4. SELECTING WINNERS**

#### **Weekly Winners**

This Promotion contains 27 "Weekly Spot Prize Winners" and one "Major Prize". The Weekly Spot Prizes include one (1) First Place Weekly Spot Prize pack , one (1) Second Place Weekly Spot Prize pack and one (1) Third Place Weekly Spot Prize pack.

For the purposes of the Weekly Winners, the Promotional Period will commence at 12.01am AEST and end at 11.59pm AEST for each weekly period.

<b>Weekly Winners</b>	<b>Promotional Period</b>	<b>Date and Time of Judging</b>
First Round – three winners	18 <sup>th</sup> – 24 <sup>th</sup> August 2014	25 <sup>th</sup> August 2014, 9am AEST
Second Round – three winners	25 <sup>th</sup> – 31 <sup>st</sup> August 2014	1 <sup>st</sup> September 2014, 9am AEST
Third Round – three winners	1 <sup>st</sup> September – 7 <sup>th</sup> September 2014	8 <sup>th</sup> September 2014, 9am AEST

Fourth Round – three winners	8 <sup>th</sup> September – 14 <sup>th</sup> September 2014	15 <sup>th</sup> September 2014, 9am AEST
Fifth Round – three winners	15 <sup>th</sup> September – 21 <sup>st</sup> September 2014	22 <sup>nd</sup> September 2014, 9am AEST
Sixth Round – three winners	22 <sup>nd</sup> September – 28 <sup>th</sup> September 2014	29 <sup>th</sup> September 2014, 9am AEST
Seventh round – three winners	29 <sup>th</sup> September – 5 <sup>th</sup> October 2014	6 <sup>th</sup> October 2014, 9am AEST
Eighth round – three winners	6 <sup>th</sup> October – 19 <sup>th</sup> October 2014	20 <sup>th</sup> October 2014, 9am AEST
Ninth round – three winners	20 <sup>th</sup> October – 26 <sup>th</sup> October 2014	27 <sup>th</sup> October 2014, 9am AEST

Each week, over a nine week period, three Participants with the most creative entries, as determined by the Promoter, will each win an HP Weekly Spot Prize pack. One Participant will win a First Place Weekly Spot Prize, one Participant will win a Second Place Weekly Spot Prize pack and one Participant will win a Third Place Weekly Spot Prize pack. The Promoter will have the right to display the entries on its Website, Facebook, Twitter, YouTube or Instagram account for public viewing.

There will be a maximum number of 27 weekly winners during the Promotional Period.

### **Major Prize Winner**

One Major HP Prize pack will be awarded to the most creative entry uploaded by a Participant during the Promotional Period as determined by the Promoter. Judging will take place on 9am AEST, Wednesday 29<sup>th</sup> October 2014.

All valid entries received during the Promotional Period will automatically be entered into the Major Prize Component of this Promotion.

Judging will take place at HP Australia, Rhodes Corporate Park, Building F, 1 Homebush Bay Drive, Rhodes, NSW, 2138.

This is a game of skill and chance plays no part in determining the winner. Each entry will be individually judged by five HP representatives and or their associated Partners. Entries will be judged based on creativity, merit and/or talent. The Promoter's decision is final on all matters in this Promotion and no correspondence will be entered into.

The winners names will be published on [www.youtube.com.au/hpastralia](http://www.youtube.com.au/hpastralia) by 5pm AEST Friday 31<sup>st</sup> October 2014.

All winners will be notified according to their entry method: (a) for entries submitted on Facebook – via their Facebook account; (b) for entries submitted via Instagram – via their Instagram account (c) for entries submitted via Twitter – via their Twitter account and (d) for entries submitted via YouTube – via their YouTube account.

### **TERMS AND CONDITIONS**

1. The Promoter reserves the right, at any time, to verify the validity of entries and Participants (including a Participant's identity, age and place of residence) and to disqualify any Participant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. 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.
2. In the case that more than ten entries are received per Participant, the first ten entries for that Participant will only be counted as valid entries.
3. Entries must be personally created by you and must only contain content that has never been used for any commercial or public purpose. Entries must not contain material that violates or infringes another person's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement. Entries must not contain brand names or trademarks, except that of

the Promoters. Your entry must not contain any viruses or malicious code, and must not cause injury or harm to any person or electronic media.

- 4.** If a 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 to the equal value and/or specification.
- 5.** Hoyts Cinema Australia ticket is valid until the expiry date indicated and cannot be exchanged, extended or replaced. Ticket valid for one adult for any session including the Bean Bag Cinema at Hoyts or selected CMAX Cinemas, Grand Cinemas, Majestic Cinemas or Palace Cinemas in Australia, for any 3D and/or Xtremescreen movie session with an upgrade fee, which will be applied at time of redemption. If redeemed at [hoyts.com.au](http://hoyts.com.au) both the voucher and pin are required to be entered. Booking fees will apply. For session times, locations and Hoyts full terms and conditions visit [hoyts.com.au](http://hoyts.com.au)
- 6.** Hoyts Cinema New Zealand ticket is valid until the expiry date indicated and cannot be exchanged, extended or replaced. The ticket must be exchanged at the Box Office or Candy Bar or redeemed online only at [hoyts.co.nz](http://hoyts.co.nz). The ticket is redeemable for 1 general admission ticket for 1 adult, for any session at Hoyts or Berkeley cinemas in New Zealand, for sessions at selected independent cinemas in New Zealand, at their discretion, for any 3D movie session with an upgrade fee, which will be applied at time of redemption. Independent cinemas may upgrade this voucher to 3D at their discretion. If redeemed at [hoyts.co.nz](http://hoyts.co.nz) both the ticket number and PIN are required to be entered. Booking fees will apply. The ticket cannot be: Redeemed for D-Box, La Premiere, Xtremescreen or special or group events Upgraded to D-Box, La Premiere, Xtremescreen or special or group events or redeemed online for independent cinemas, used to purchase 3D glasses. 3D glasses must be purchased separately at an additional cost. For session times, locations and Hoyts full terms and conditions visit [hoyts.co.nz](http://hoyts.co.nz)
- 7.** If for any reason a winner does not take an element of the prize at the time stipulated by the Promoters, then the prize or that element of the prize will be forfeited.
- 8.** Prizes will be sent to the winners' residential addresses provided by the Participant at the time of contacting the winners. The Major Prize of \$10,000 will be transferred to the winner's nominated bank account. In the case of a New Zealand resident winning the major prize, the \$10,000 AUD will be converted to NZD based on the most current RBA exchange rate.
- 9.** The Prizes will be sent within two weeks once the winners email, residential address and/or bank account details are confirmed.
- 10.** All prize values in these Terms & Conditions are in Australian Dollars. Total prize pool value is up to \$16,981.00. The Weekly Spot Prizes will consist of three different prize categories: nine weekly winners will receive one HP First Place Weekly Spot Prize pack, valued up to \$399.00 RRP, nine weekly winners will receive one HP Second Place Weekly Spot Prize pack, valued at up to \$279.00 RRP and nine weekly winners will receive one HP Third Place Weekly Spot Prize pack, valued at up to \$20.00 RRP. The winner of the Grand Prize will receive the Major HP Grand Prize pack valued at \$10,699.
- 11.** Liability for any tax on any prize provided to Participants from this Promotion will be the sole responsibility of the Participant. It is recommended that Participants should contact their own accountant or taxation advisor in this regard.
- 12.** The contents of the Weekly Spot Prize packs and Major Prize pack are not transferable or exchangeable and cannot be taken as or redeemed for cash.
- 13.** 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 Participant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Promotion, as appropriate.

- 14.** Any cost associate with accessing the Promotion website is the Participant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that Participant invalid.
- 15.** Except for any liability that cannot be excluded by law, the Promoter (including its 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, including but not limited to, where arising out the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoters control); (b) any theft, unauthorized 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) use of the prize.
- 16.** Participants hereby agree that the Promoter has the right to use all and any content submitted by Participant for this Promotion for any purpose the Promoter deems fit to the extent permitted by law, including without limitations for publicity purposes and communications related to this promotion and hereby grants to the Promoter a royalty-free, perpetual and non-exclusive license to use the copyright and all other intellectual property rights of whatever nature in the answer for such purposes. Participants agree to indemnify the Promoter against all costs and claims by third parties arising from a breach of these Terms & Conditions. Participants also agree in so far as it is permitted by law to waive all moral rights in the answer submitted including the right of attribution of authorship. The Promoter shall not be liable or responsible in the event any Participant's or winner's entry does not appear on the Hub or is not featured for any reason. By participating, each Participant and winner agrees to release, indemnify and hold harmless the Promoter, YouTube, LLC and each of their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors (collectively, the "Released Entities"), from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever, including without limitation property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in this HP Australia 'Bend the Rules' Competition, misuse of prize or participation in any Competition-related activity and for any claims based on publicity rights, defamation, misappropriation, false association, breach of privacy laws, copyright infringement, trademark infringement or any other intellectual property related cause of action and/or breach of contract.
- 17.** 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 Australian Competition and Consumer Act 2010 or New Zealand Consumer Guarantees Act 1993.
- 18.** The Promoter collects personal information in order to conduct the Promotion and may, for this purpose only, disclose such information to third parties, including, but not limited to, prize suppliers and as required, to Australian regulatory authorities. Entry is conditional on providing this information. The Promoter is bound by the Australian Privacy Act 1988 and the New Zealand Privacy Act 1993. Further information on The Promoter's privacy policy can be obtained from: <http://welcome.hp.com/country/au/en/privacy.html>. To request access to, or to update, personal information the Promoter holds about them, entrants can contact the Promoter at "HP APJ Privacy Office, Hewlett Packard, PO Box 384, Concord West, NSW 2138, Australia" or by completing an HP Privacy feedback form [here](#).
- 19.** The laws of New South Wales, Australia apply to the Promotion to the exclusion of any other law. Entrants submit to the exclusive jurisdiction of the courts of New South Wales, Australia.