

## **“7-ELEVEN DAY” 2023 PROMOTION**

### **TERMS AND CONDITIONS**

1. Information on how to enter this competition (**Promotion**) and the prizes form part of these Terms and Conditions. Participation in the Promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering the Promotion.
3. Employees (and their immediate families) of the Promoter, 7-Eleven stores/ Franchisees 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 1<sup>st</sup> cousin.
4. The Promotion will be conducted for one day only on 07/11/2023 with entries closing at 11:59pm on 07/11/2023 (“**Entry Period**”). Any entries made outside the Entry Period will be deemed invalid.
5. To be eligible to enter, individuals must:
  - a) have an existing, or set up during the Entry Period, Instagram account which is public (not private) (**Instagram Account**);
  - b) have an existing, or set up during the Entry Period, Facebook account (**Facebook Account**);
  - c) have an existing, or set up during the Entry Period, TikTok account (**TikTok Account**);
  - d) ensure that the Instagram Account, Facebook Account, and TikTok Account contain sufficient personal identifiable information to adequately identify the entrant;
  - e) create an original and creative piece of content (for example, photograph or video) of the entrant’s ‘7-Eleven Day’ celebration during the Entry Period (“**Content**”).
6. To enter, eligible individuals must then complete one (1) of the following entry methods during the Entry Period:
  - a) Instagram Entry: upload the Content to their public Instagram Account, tag @7elevenaus and include the hashtag “#7ElevenDay” in the caption field.
  - b) Facebook Entry: upload the Content to their Facebook page as a public post and tag @7ElevenAustralia.

- c) TikTok Entry: upload the Content to their TikTok Account as a public post to 'Everyone', tag @7elevenaus and include the hashtag "#7ElevenDay" in the caption field.
7. Each entrant warrants to the Promoter that the Content is an original creative work of the entrant that does not infringe the rights of any third party. All Content must comply with and is subject to the provisions contained in clause 23.
  8. Incomplete or indecipherable entries will be deemed invalid.
  9. Multiple entries are permitted per individual, however any one individual can only win one Prize.
  10. 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.
  11. 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.
  12. There will be twelve (12) prizes awarded.
  13. This is a game of skill and chance plays no part in determining the winners. The entries will be individually judged against all other entries based on the originality and creative merit of the Content submitted. The judges may select additional reserve entries, which they determine to be the next best, and record them in order of merit, in case an invalid entry or ineligible entrant is selected as the provisional winner.
  14. The winners will be drawn by 9 November 2023 and notified by way of a comment on their winning entry (i.e. the Content) or by a direct message to the winner via the relevant social media account (i.e. 7-Eleven Facebook or entrants Instagram) on or before 9 November 2023. The winner will be required to contact the Promoter to organise delivery of their prize by no later than 5pm AEDT on 13 November 2023. The winners' names will also be published online on the 7-Eleven Facebook Page by 16 November 2023.
  15. The Promoter's decision is final, and no correspondence will be entered into.
  16. The best 12 valid entries, as determined by the judges, will each win an EFTPOS Gift Card valued at \$711 (**Prize**).
  17. Any ancillary costs associated with redeeming the EFTPOS Gift Card are not included. Any unused balance of the EFTPOS Gift Card will not be awarded as cash. Redemption of the EFTPOS Gift Card is subject to any terms and conditions of the issuer including those specified on the EFTPOS Gift Card.
  18. If a winner is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian on the winner's behalf.

19. If for any reason a winner does not contact the Promoter by 5pm AEDT on 13 November 2023 to claim the Prize or fails to collect the Prize by the time stipulated by the Promoter, then the Prize will be forfeited. All prizes must be collected within 30 days of the winner being notified of his or her win.
20. If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize of the equal value and/or specification.
21. Total prize pool value is \$8,532.00.
22. Prizes are not transferable or exchangeable and cannot be taken as cash.
23. Entrants agree that they are fully responsible for any materials they submit via the Promotion including but not limited to the Content and any comments or other materials submitted (**Materials**). The Promoter shall not be liable in any way for such Materials or Content to the full extent permitted by law. The Promoter may remove or decline to publish any Materials or Content without notice for any reason whatsoever. Entrants warrant and agree that:
  - (a) they will not submit any Content or Materials 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 and Materials 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 or Materials;
  - (d) the Content/Materials is the original artistic work of the entrant that does not infringe the rights of any third party;
  - (e) they consent to any use of the Content and Materials which may otherwise infringe the Content/Materials creator's/creators' moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant that they have the full authority to waive 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 these Terms and Conditions.

24. 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 and Materials) 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.
25. 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.

26. 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.
27. Any cost associated with accessing the 7-Eleven Facebook Page or Instagram is the entrant's responsibility and is dependent on the Internet service provider used.
28. 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 2010* (Cth), as well as any other implied warranties under the *Australian Securities and Investments Commission Act 2001* (Cth) 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.
29. 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 and/or use of a prize.
30. Entry and continued participation in the Promotion is dependent on entrants following and acting in accordance with either the Instagram Terms of Use (which can be viewed at <http://instagram.com/legal/terms/>) and the Facebook Statement of Rights and Responsibilities (which can be viewed at [www.facebook.com/terms.php](http://www.facebook.com/terms.php)), depending on the method of entry.
31. This Promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram or Facebook. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this Promotion must be directed to the Promoter and not to Instagram or Facebook. Instagram and Facebook will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the Promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.
32. 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.7eleven.com.au/privacy-policy>. 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 the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose entrant's personal information to any entity outside of Australia.

The Promoter is 7-Eleven Stores Pty Ltd (ABN 48 005 299 427) of Building 2, 658 Church Street, Richmond VIC 3121, telephone (03) 9541 0711.