

#OfficeWorkoutChallenge - Terms and Conditions

1. Information on how to enter forms part of the terms and conditions of entry. Entry into this Gnibl #OfficeWorkoutChallenge Promotion (the **Promotion**) is deemed acceptance of these terms and conditions.
2. The Promoter is Future Forward Pty Ltd trading as **Gnibl**. Unit Y638, 1-19 Booth Street Camperdown NSW 2050. ABN 33 107 251 123
3. The Promotion commences on 30 January 2017 at 12:00am (AEST) and closes on March 2017 at 11:59pm (AEST) (Promotion Period).

How to enter

4. Entry is open to Australian residents only. Employees of the Promoter or any related body corporate and their immediate families are not eligible to enter.
5. Entrants under the age of 18 years must have parental/guardian approval to enter. The parent/guardian agrees to the terms and conditions of the Promotion.
6. By entering the competition the entrant agrees that they are over the age of 18 years, or if under the age of 18 years, have their parent's or legal guardian's consent to enter the competition.
7. To enter the Promotion and be eligible to win a prize, eligible entrants must, during the Promotion Period:
 - a) take a photo featuring themselves and/or their colleagues:
 - (i) competing in an office workout challenge, and ensure the photo symbolises the idea of getting fit while at work in an inventive way (**Promotion Theme**);
 - (ii) have an Instagram or Facebook account;
 - (iii) tag the photo with the correct competition hashtags #OfficeWorkoutChallenge;
 - (iv) upload/post the photo to their Instagram account and/or Facebook page (if posting the same photo to both their Instagram and Facebook accounts, the posts will be taken to constitute one entry;
 - (v) ensure that their Instagram account is public (i.e. the account is not a private account); and
 - (vi) ensure that the participant's Facebook post can be publically viewed (i.e. the privacy settings for the relevant post must not be set to private).
8. Multiple entries per person are allowed.
9. All photos submitted in accordance with clause 7 (**Prize Entries**) shall be entered in the Promotion. A photo will cease to be an eligible Prize Entry if, before the Prizes are awarded:
 - a) the correct competition hashtag is removed;
 - b) the participant's Instagram account becomes a private account;
 - c) the privacy settings on the participant's Facebook post are changed so that the post is no longer accessible by the public;
 - d) the photo is removed from the Participant's Instagram account or Facebook account;
 - e) the account is closed (in each case either by the Participant or by Instagram or Facebook due to a breach of Instagram or Facebook's applicable terms and conditions); or
 - f) it comes to the Promoter's attention that the entrant has not otherwise complied with the Terms and Conditions of this Promotion.
10. The Promotion is subject to Facebook and Instagram's respective standard terms and conditions for use. Neither Facebook nor Instagram supports, authorises, sponsors or endorses the Promotion.
11. If the Participant breaches the Facebook or Instagram terms and conditions, the Promoter may at any time determine that the photo is not an eligible Prize Entry.
12. By entering the Promotion, entrants:

- a) consent to their photo and their name being made publically available on the Promoter's Instagram and/or Facebook page; and
 - b) consent to the entry being used by the Promoter in accordance with these terms and conditions.
13. Incomplete or non-conforming entries will be deemed invalid.
14. Entry to the competition is free. Entrants will be responsible for all costs associated with entering the competition, which may include costs associated with accessing the internet.

Prizes and judging

15. This is a game of skill. Chance plays no part in deciding the winners.
16. There will be one (1) draw at 5pm Australian Eastern Standard Time on 14th March 2017 at Sydney, Australia. The winner will be chosen by the Promoter in its absolute discretion.
17. There will be one (1) prize. This prize will be a 1 year subscription to a Small monthly Gnibl Box (approximately 50 snacks, valued at approximately \$1668.00) delivered monthly.
18. The prize winner will be reposted on gnibl_snacks Instagram on 14th March 2017.
19. The prize winner will be contacted within seven (7) days of the draw by direct Instagram message to the Instagram username supplied by entrant on photo submission.
20. If the prize winner does not respond to claim the prize within twenty-one (21) days of the draw, a re-draw will be conducted within thirty (30) days of the original draw date, in the same location, and with the same method. Redraws will continue in the same manner until all prizes have been claimed by prize winners.
21. If the prize winner is under the age of 18 years, the prize will be awarded to the winner's parent or legal guardian.
22. The prize may be collected in person by the prize winner or parent/legal guardian or may be mailed/couriered.
23. If a prize winner who has been contacted and been made aware of their prize winning, and has agreed to collect the prize or for which collection is the only method for receiving the prize, does not collect the prize within twenty-one (21) days of this contact, a re-draw will be conducted within thirty (30) days of the original draw date, in the same location, and with the same method.
24. The prize winner, or if under the age of 18 years their parent or legal guardian, may be required to provide evidence of their identity (such as photographic ID, birth certificate or current passport) when receiving the prize.
25. The prize winner will be responsible for all costs associated with using the prize.
26. By accepting the prize, the winner (and their parent/guardian) agrees to participate in and cooperate as required with all reasonable marketing activities relating to the prize
27. The prize, or any unused portion of the prize, cannot be transferred, exchanged or redeemed for cash. If a prize is unavailable for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to state regulation. The prize is not transferrable.

General

28. Prize Entries will be deemed to be accepted once the conditions in clause 7 have been satisfied and not at the time of transmission. The Promoter accepts no responsibility for late, lost or misdirected entries or entries not received for any reason.
29. The Promoter is not responsible in any manner whatsoever for any problems or any financial costs incurred, or any combination thereof, including any injury or damage to participants or any other persons related to or resulting from participation in this competition.
30. The Promoter accepts no responsibility and shall not be held legally liable or responsible for any accident, loss, injury or damage to any individual or property whether direct or indirect, whether in contract, tort, negligence or otherwise arising out of or in connection with the competition or the prize, either during or after the competition.
31. Entry into the competition signifies acceptance of all conditions. Entrants are required to abide by the Terms and Conditions as presented.
32. The Promoter's decision regarding any aspect of the Promotions is final and the Promoter will not enter into any correspondence.

33. By entering, each participant agrees that the Promoter and its designees shall have the right and permission to use the Participant's name, any photo entered in the Promotion, profile photo, cover photo, any photograph or recording taken of it, likeness, logos, trademarks and business name for advertising, promotional, marketing and or any other purpose in any media now or hereafter known throughout the world in perpetuity without any further compensation, consideration, permission or notification except where prohibited by law.
34. The Promoter reserves the right, at any time, and in its sole discretion to (a) request entrants to provide proof of identity and/or proof of valid entry (b) disqualify any entry that it considers to be illegal, discriminatory, offensive or otherwise inappropriate (c) disqualify any entrant who the Promoter has reason to believe has breached any of these conditions or engaged in any unlawful or other improper conduct or any conduct calculated to jeopardise the fair and proper conduct of the promotion.
35. If for any reason this competition is not capable of running as planned, including but not limited to tampering, unauthorised intervention, fraud, any technical difficulties or equipment malfunction or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to take any action that may be available, and to cancel, terminate, modify or suspend the competition, subject to state regulation.
36. The Promoter makes no representations or warranties as to the quality, suitability or merchantability of any goods or services offered as part of the Promotion.
37. To the extent permitted by law, the Promoter is not liable for any loss (including indirect and consequential loss) suffered to person or property by reason of any act or omission (including deliberate or negligent acts or omissions) by the Promoter or its employees or agents, in connection with the arrangement for the supply, or the supply, of goods or services by any person to the prize winners and, where applicable to any persons accompanying the prize winners. This clause does not affect any rights a consumer may have which are unable to be excluded under Australian law. To the fullest extent permitted by law, any liability of the Promoter or its employees or agents for breach of any such rights is limited to the payment of the costs of having the prize supplied again.
38. Failure of the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

Privacy

39. The Promoter collects the entrant's personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying the winner). If you are not willing for this to occur you cannot participate in the Promotion.
40. By entering the Promotion, unless otherwise advised, each entrant also agrees that the Promoter may use personal information collected to conduct the promotion, in any media for future promotional, marketing and publicity purposes without any further reference, payment or other compensation to the entrant, including sending the entrant electronic messages.