

## Competition Terms and Conditions – Joe Publick - ChickenTikkaMasala TikTok and Instagram Challenge - Competition

1. Information on how to enter and the prizes form part of these terms and conditions. These terms and conditions constitute the entire agreement between each entrant and Promoter. Entry into the competition (**Competition**) is deemed acceptance of these terms and conditions.
2. The promoter is Sony Music Entertainment Australia Pty Ltd (ABN 95 107 133 184) of 11-19 Hargrave Street, East Sydney, NSW, 2010 (**Promoter**).
3. The Competition commences at 7.00pm AEDT on Tuesday, 20 October 2020 and concludes at 11.59pm AEDT on Tuesday, 10 November 2020 (**Competition Period**). Promoter may extend the closing date in its sole discretion. All entries are deemed to be received at the time of receipt NOT at the time of sending by entrants. Late entries will not be eligible.

### Eligibility

4. Entry is open to Australian residents 13 years of age and older, other than as set out in clause 5. Entrants under the age of 18 require the consent of their parent or legal guardian to enter the Competition and further, the parent or legal guardian must read and consent to these terms and conditions. By entering this Competition, the parent or legal guardian of any entrant under the age of 18 will be deemed to have read and agreed to these terms and conditions.
5. Employees and agents of Promoter and their immediate families are not eligible to enter the Competition.
6. Entrants must have read and agreed to TikTok's terms of service located at <https://www.tiktok.com/legal/terms-of-use?lang=en> and must comply with TikTok's terms of service.
7. Entrants must have read and agreed to Instagram's terms of use located at <https://help.instagram.com/581066165581870?ref=dp> and must comply with Instagram's terms of use.

### How to enter

6. To enter the Competition, entrants must:
  - (i) Have an active TikTok and/or Instagram account;
  - (ii) Record yourself on TikTok or make a reel on Instagram doing the Joe Publick (the, **Artist**) Chicken Tikka Masala-inspired challenge (the, **Content**) using the Artist track 'Chicken Tikka Masala';
  - (iii) Upload the Content to your TikTok account and/or Instagram account, using the #chickentikkamasalachallenge hashtag and tag @joepublick (the, **Entry**); and

(iv) Go to the designated social media post promoting the Competition and read the Competition terms and conditions. By entering this Competition you confirm that you accept these terms and conditions and you agree to comply with them.

7. Multiple entries are permitted.

### **Prizes and Judging**

8. This is a game of skill. Chance plays no part in determining the winner.
9. The one (1) most creative and entertaining entry as judged by Promoter in its sole discretion will be deemed the winner (the **Winner**). The Winner will receive one (1) year's supply of Chicken Tikka Masala from Deliveroo AU in the form of a Deliveroo AU voucher valued at A\$900, which can be used as credit on the Deliveroo AU platform (the, **Prize**).
10. The entries will be judged no later than 6.00pm AEDT on Friday, 13 November 2020. The winner will be notified by direct message from Promoter's official TikTok account @sonymusicaustralia or Promoter's official Instagram account @sonymusicaustralia. Further details relating to Prize redemption will be provided at this time.
11. The Prize shall be issued by Deliveroo Australia Pty Ltd ACN 607 915 640 (the, **Prize Supplier**). The Prize will be valid from the date of issue until 31 October 2021 (the, **Expiry Date**) and may be used against multiple orders on the Deliveroo AU platform. Any unused Prize credit after the Expiry Date will be forfeited. The Prize is subject to Prize Supplier's voucher terms and conditions which can be accessed at <https://deliveroo.com.au/legal>. Promoter accepts no liability or responsibility for any failure to comply with the Prize Supplier's terms and conditions.

### **General Terms**

12. The Winner is only entitled to the relevant Prize as outlined above and is not entitled to any additional prizing or cash reimbursement to compensate for any difference in actual Prize redemption cost and maximum value. No Prize is transferable nor can any Prize be taken as cash other than as specifically set out in these terms and conditions. No compensation is payable if the Winner cannot receive any aspect of the relevant Prize for any reason
13. Promoter's decision in relation to any aspect of the Competition is final and binding on every person who enters and no correspondence will be entered into.
14. All additional costs not expressly stated herein but incurred in acceptance and use of the Prize is the responsibility of the Winner and will **NOT** be the responsibility of the Promoter.

15. If the winner cannot be contacted within twenty-four (24) hours of first notification attempt, if the winner notification is returned as undeliverable, if the winner rejects the Prize, or in the event of noncompliance with these rules, their Prize will be forfeited and an alternative winner may be selected from all remaining eligible entries. Upon Prize forfeiture, no compensation will be given.
16. If for some reason beyond Promoter's control, it is not possible to supply the Prizes as advertised, Promoter will be entitled to supply a substitute prize in Promoter's discretion. If the Competition is not capable of running as planned due to any reason (including, but not limited to fraud, a state of emergency, natural disaster, war, technical failures or any other causes), Promoter reserves the right without liability to the entrants to cancel, modify, terminate or suspend the Competition.
17. The Entry must not contain references which are obscene, crude or vulgar, and/or which contain phone numbers, personal addresses (physical or email), Web site URLs, derogatory characterisations of any ethnic, racial, sexual or religious groups, references to illegal or inappropriate activity, behaviour or conduct, or any other references that could be considered inappropriate, unsuitable or offensive, as determined by Promoter, in its sole discretion. Promoter may delete any entries it deems offensive or inappropriate in its discretion and such entries will be disqualified from the Competition.
18. By entering the Competition you hereby acknowledge that the Entry may be protected by copyrights, trademarks, service marks, patents or other intellectual property rights and laws. You must not upload, display, send, transmit or otherwise make available any Entry in which you do not have all appropriate rights to do so. Your Entry may not contain any third party (for example pictures of your friends) unless you have written authorization from them, or their parents or guardian if they under the age of 18 years old, for them to be included in your Entry. Unauthorized copying, distribution, modification, display, public performance or other unauthorized use of copyrighted works by you may constitute an infringement of the copyright holders' rights and may result in civil litigation and criminal prosecution. You are solely responsible for the content of any material posted, and any consequences of the further publication of such by Promoter. You warrant and represent that you are the owner and originator of the content in the Entry. Promoter shall have no liability whatsoever and howsoever arising from your Entry or your material submitted. You hereby hold Promoter (and its licensees, affiliates and assigns) harmless from and against any third party claim arising from your Entry and any material posted by you. You and any authorized third party (for example pictures of your friends) in your Entry waive any right to privacy. You and any authorized third party (for example pictures of your friends) in your Entry waive any right including "moral right" to inspect or approve.

19. All information will be collected in accordance with TikTok's privacy policy located at <https://www.tiktok.com/legal/privacy-policy?lang=en> and/or Instagram's data policy located at <https://help.instagram.com/519522125107875>.
20. Under the *Australian Consumer Law (Cth)* and other statutes there are some warranties and conditions that cannot be excluded, restricted or modified or can only be excluded, restricted or modified to a limited extent. Promoter excludes all warranties and conditions to the extent allowable by these laws. Promoter accepts no liability or responsibility of any kind for any defect with the Prize nor for any loss or damage whatsoever suffered (including but not limited to indirect or consequential loss) which is suffered or sustained in connection with the Competition or Prize in any way to the fullest extent allowable by law.
21. Promoter is not responsible for any misdirected, late or incomprehensible entries in the Competition. Promoter is not responsible for any problems or technical malfunctions of any telephone network, computer on-line systems, servers, or providers, computer equipment, software, technical problems or traffic congestion on the internet or at any web site, or any combination thereof, including any injury or damage to participants or any other person's computer related to or resulting from participation in or downloading or uploading any materials in this Competition.
22. Promoter is not responsible for any tax implications that may arise from winning Prize. Entrants should seek independent financial advice about such matters.
23. The Prize will be awarded to the person named in the entry submission form. However, in a dispute, the Prize will be awarded to the account holder of the entry mechanism used to submit their Entry.
24. Promoter in its absolute discretion reserves the right to verify the validity of all entries and to disqualify entrants if they tamper with the entry process including but not limited to submission of an entry not in accordance with these terms and conditions or where Promoter reasonably believes that an entrant has acted in bad faith in respect of the Competition.
25. The Competition is in no way sponsored, endorsed or administered by or associated with TikTok or Instagram. Entrant information disclosed as part of the Competition is disclosed to Promoter and not to TikTok or Instagram. Each entrant fully releases TikTok and Instagram from any loss or liability suffered by the entrant in connection with the Competition.
26. These terms and conditions shall be governed by the laws of New South Wales, Australia.