Woolworths Design-A-Hero Competition

Terms and Conditions

HOW TO ENTER
To enter, individuals must complete the following entry method:

Online Email entry:
- Download the PDF entry form at www.woolworths.com/heroes and fill in your details at the bottom of the entry form
- Draw or sketch your ‘real-life hero’ in the space provided on the entry form
- Scan your entry and email (in PDF or JPG form) it to enter@designahero.com.au

In-Store entry:
- Only on 5th April and 12th April, may entrants submit their designs at DreamWorks Collectibles Trading Days taking place at participating Woolworths supermarkets.
- The printed entry form will be distributed by the participating store to all those wishing to enter, and entries will be collected by a store representative
- Woolworths representatives will take responsibility for collating and submitting all entry forms from in-store Trading Days.

TERMS & CONDITIONS

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

2. Entry is only open to Australian residents – between the ages of 5 & 14 (inclusive).

3. All 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 this promotion.

4. Employees (and their immediate families) of the Promoter, participating retailers 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. 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 to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions will 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.
6. Incomplete, indecipherable or illegible entries will be deemed invalid.

7. Multiple entries are not permitted. Only one entry per entrant will be considered.

8. 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.

9. Promotion commences on 05/03/14 and ends at 11:59pm on 16/04/14. Entries close at 11:59pm AEST on 16/04/14.

10. The Winners will be notified by telephone or email within two (2) days after the promotion has closed.

11. This is a game of skill and chance plays no part in determining the winners. Each entry will be individually judged based on creative merit of the design provided to the promotion.

12. Judging will take place at the offices of One Green Bean at Level 1, 276 Devonshire Street, Surry Hills NSW 2010 on Friday 18th April at 4:00pm.

13. The Promoter’s decision is final and no correspondence will be entered into.

14. The winning entry, as determined by the judges, will win a trip to the DreamWorks Animation Studios in California with their family (up to 4x people including the winner).

The prize includes return economy airfares for the winner and his/her family (a maximum of 2 adults and up to four family members in total including the winner) from the winner’s nearest capital city to California, three (3) nights twin share accommodation at a 4 star hotel, return airport transfers in Sydney, breakfast daily, transport to and from the event in California and a meet and greet tour with the animators at DreamWorks Animation Studios.

The winner will also be presented with a one off, limited edition DreamWorks Heroes collectible card and will be required to fulfill a number of media opportunities as outlined in One Green Bean’s media strategy including (photo shoots, interviews and filmed recordings).

15. Spending money, additional meals, insurance, transport to and from departure point, items of a personal nature, in-room charges and all other ancillary costs are not included.

16. Prize must be taken between Wednesday 18th June 2014 and Wednesday 23rd April 2015, excluding from 14th December 2014 to 3rd January 2015 and is subject to booking and flight availability. The Promoter will confirm exact travel dates with winners.

17. During the entire duration of the prize, a nominated parent/guardian must accompany any person under 18 years of age.

18. Winners (and their companions) must depart from and return to the same departure point and travel together.
19. Frequent flyer points will not form part of the prize.

20. Prize is subject to the standard terms and conditions of individual prize and service providers.

21. Winners may be required to present their credit card at time of accommodation check in.

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

23. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion, or suspend or modify a prize.

24. 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 to the equal value and/or specification.

25. Prizes are the recommended retail value as provided by the supplier and are correct at the time of printing.

26. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.

27. As a condition of entering this promotion, all entries become the property of the Promoter and entries will not be returned. The Promoter may use the entries as well as the winner's full name and other details for any promotional, marketing and publicity purposes in any media worldwide without any fee being paid to the winner or the winner's parents/guardians. Each entrant warrants to the Promoter that each entry submitted is an original artistic work of the entrant that does not infringe the rights of any third party. Entrants agree to indemnify the Promoter against all costs and claims by third parties arising from a breach of this warranty. Entrants consent to any use of their entry which may otherwise infringe their moral rights pursuant to the Copyright Act 1968 (Cth).

28. 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.

29. 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.

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

31. 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 entrant invalid.

32. 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 State 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.

33. 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 of the prize.

34. As a condition of accepting the prize, winners (or their guardians) must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.

35. The Promoter collects personal information in order to conduct the promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to access, update or correct information to the Promoter. All entries become the property of the Promoter.

36. The Promoter is Woolworths Limited, ABN 88 000 014 675 of 1 Woolworths Way, Bella Vista NSW 2153.