

## Terms and Conditions Governing TOTAL QUARTZ GO (Contest)

Please read these terms and conditions before submitting your entry for TOTAL QUARTZ GO (the "Contest"). By submitting an entry, you agree to accept and comply with the following terms and conditions (the "Terms").

1. Information regarding how to enter, how to claim, and details of the prize form part of these conditions of entry. Entry into this promotion is deemed acceptance of these conditions of entry.
2. The Promoter is Total Oil Australia Pty Ltd, ABN 15 149 501 922 of 415 Riversdale Road Hawthorn East VIC 3123. Phone 03 9861 8600
3. Entry is open to Australian residents aged 18 years and over. Directors, management and employees of the Promoter, its related companies and agencies, the immediate families of the above listed persons, and directors, management and employees of companies, business or individuals associated with this promotion (including but not restricted to Total Oil re-sellers) are ineligible to enter. Multiple entries from each individual are allowed. For the purpose of this Contest, the individual of each entry will be known as the "Applicant".
4. The contest period will be open from 7am Eastern Standard Time Nationally on the 16<sup>th</sup> May 2017 and will continue until 11.59pm Eastern Standard Time Nationally on the 3<sup>rd</sup> June 2017 ("Promotion Period").
5. To enter and be eligible to win, eligible entrants must enter during the promotion period. Eligible entrants must register to play the Quartz Go Game. All fields on the registration form in the game must be completed for the entry to be valid. The person with the highest score on the leaderboard at the end of the promotion will win the grand prize. Incomplete forms are invalid and will not be entered in the draw. These entries must be submitted to the Promoter so that it is received by the Promoter before the applicable deadline. Entries received after such deadline shall be disqualified.
6. Entrants can only enter in their own name and use their own email address. The Promoter reserves the right to request winners provide proof of age, identity and/or proof of entry validity. Proof of age, identification, and entry considered suitable for verification is at the discretion of the Promoter. The Promoter reserves the right to validate and check the authenticity of any prize claim or entry before awarding a prize.
7. Grand Prize: Drawn at the end of the promotion period (July 7<sup>th</sup>, 2016); this will be drawn from all the competition entries (of which constituted a Grand Prize entry as stipulated in par 5.) at 11:00 AM AEST. The winner will receive an all-paid trip for two (2) to (the "Grand Prize") of either:
  - i. TOTAL BWF Thomas & Uber Cup Finals (May, 2018) – Bangkok, Thailand
  - ii. TOTAL BWF World Championships (August, 2018) – Nanjing, ChinaGrand Prize includes: Return economy flights for two people from nearest capital city to Thailand or China (does not include any domestic flights to any capital city for international departure and the winner is responsible for having valid passport). Accommodation is minimum 2 star. Includes two passes to either the TOTAL BWF Thomas & Uber Cup Finals (May, 2018) – Bangkok, Thailand, or TOTAL BWF World Championships (August, 2018) – Nanjing, China
8. The prize, including any unused portion, is not transferable or exchangeable and cannot be taken as cash unless stipulated otherwise.

9. Programming and other quality control errors will not invalidate an otherwise valid prize claim. Unless otherwise due to fraud or ineligibility under these Terms and Conditions, all prize claims in excess of the advertised prize pool will be honoured.
10. To the fullest extent permitted by law, the Promoter takes no responsibility for any flight delays, accommodation complications and late check-ins/check-outs from the date and time of collection of the prize.
11. 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 of the following: (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) a prize.
12. The winner may be required to provide the Promoter with certified copies of all required documentation before the prize is handed over. The winner will be informed of the documentation required at time of notification of winning.
13. All entries become the property of the Promoter. All entries will be entered into a database and the Promoter shall be entitled to use entries, and all personal information contained therein, in any way that it considers appropriate for this promotion. By entering the promotion, entrants confirm that they allow their details to be used for this purpose. Any request to update, modify or delete the entrant's details should be directed to the Promoter.
14. The Promoter accepts no responsibility for any entries not received for any reason during the Promotion Period. Entries will be deemed to be accepted at the time of receipt by the Promoter. No responsibility will be taken for lost, incomplete, late or misdirected entries. The Promoter is not responsible for technical difficulties with the entry mechanism and does not warrant that the entry mechanism will be available at all times.
15. If, for any reason, the Promotion is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failure or any other 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, subject to State and Territory regulations.
16. The Promoter and the agencies and companies associated with this Promotion take no responsibility for the prize being damaged in transit, or for any delay in delivery of the prize or for the prize becoming lost or stolen after it has been delivered to, collected by and/or released to the prize winner.
17. Any entrant who, in the opinion of the Promoter, tampers or interferes with the entry mechanism in any way, or who does not properly comply with the entry process, will be ineligible to win.
18. Incomplete, illegible or incorrect entries or entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not valid or eligible to win.
19. The Promoter reserves the right to disqualify entries in the event of non-compliance with these terms and conditions of entry. In the event there is a dispute concerning the conduct of the

Promotion, the decision of the Promoter is final and binding on each entrant and no correspondence will be entered into.

20. The entrant agrees that the Promoter can contact them regarding this promotion even after this Promotion ends. If the entrant would like to access or correct the personal information that the Promoter holds about the entrant, or if the entrant does not wish the information to be disclosed, the entrant should contact the Total Oil Australia Privacy Officer in writing at 415 Riversdale Road Hawthorn East VIC 3123.
21. By entering into the Promotion, the entrant agrees and acknowledges that:
  - I. They may be contacted by the Promoter to provide comments about the competition and the Promoter (or an agent of the Promoter) may take photos of them;
  - II. The Promoter may use such comments or photos (the "Materials") for the Promoter's future promotional and marketing purposes without further reference or compensation to them;
  - III. The Promoter may duplicate, alter, adapt and utilise the Materials as the Promoter wishes at anytime, anywhere, and by any means. The Promoter may license, authorise or otherwise transfer the rights in the Materials to others to do the same;
  - IV. By entering the Promotion, they grant to the Promoter on creation of the Materials a royalty free, perpetual, exclusive and irrevocable licence to use the Materials for whatever purpose;
  - V. They unconditionally and irrevocably consent to any act or omission that would otherwise infringe any of their moral rights in the Materials (as defined in Part IX of the Copyright Act 1968 (Cth)) and present and future rights of a similar nature conferred by statute anywhere in the world whether occurring before or after this consent is given ("Moral Rights");
  - VI. They waive all Moral Rights in the Materials that arise outside Australia;
  - VII. They agree not to institute, maintain or support any claim or proceeding for infringement of their Moral Rights in the Materials.
22. To the extent permitted by law, the Promoter shall not be liable for any loss, damage or damage whatsoever (including but not limited to direct or consequential loss) or personal injury suffered or sustained in connection with this Promotion.
23. The Promoter accepts no responsibility for any tax liabilities that may arise from winning the prize
24. This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook. Any information provided is not collected by Facebook.

#### 1. Contest Process

- a. All Applicants need to visit their respective Participating Country's social media page (Facebook) to submit their entry and to fill in the required details and contact information. No other form or mode of application will be accepted.
- b. You will need to provide your personal details for registration. All details and other requested information must be true and accurate.
- c. To complete your entry, you must complete all the fields in the registration form. Only complete entries will be considered.
- d. By submitting an entry, you are deemed to have agreed to be bound by these Terms and Conditions, together with the rules and regulations governing the Contest, parental consent form (if applicable) and such amendments to these Terms and Conditions, rules and regulations and parental consent form (which may from time to time be effected by the Organiser).
- e. In the event of inconsistency between these Terms and Conditions and the rules and regulations governing Contest, these Terms and Conditions shall prevail.

## 2. Winner Selection Process

- a. The winner of the challenge will be awarded to the highest scorer on the leaderboard for the respective challenge.
- b. The Organiser's decision on all matters relating to or in connection with the awarding of the Grand Prize is final and binding on all Participants. Except for notifications to the Winner(s), the Organiser shall not be obliged to enter into any correspondence concerning the entries.
- c. The Organiser reserves the right, without any liability to the Participants, to disqualify any Participants from the Contest at any time at its discretion.
- d. The winner will be contacted by Total Oil Australia on 5<sup>th</sup> June 2017. Winners details will be published on the Total Oil Australia Sponsorship page ([www.totaloil.com.au](http://www.totaloil.com.au)) and the Total Oil Australia Facebook page (<https://www.facebook.com/TotalAustralia>) for a minimum of 28 days.
- e. If the following circumstances occur;
  - i. The winner is unable to be contacted within 7 days of the competition draw,
  - ii. The winner cannot satisfy the terms and conditions,
  - iii. The prize is forfeited by the winner for any reason,

And Subject to any written direction and due to the prize event date, should the prize remain unclaimed an unclaimed prize draw from all non-winning entries, Total Oil Australia will contact the second highest scoring applicant on the leaderboard. Any winner will be notified by telephone and on 9/6/17 and published on the Total Oil Australia homepage ([www.totaloil.com.au](http://www.totaloil.com.au)), the Total Oil Australia Facebook page (<https://www.facebook.com/TotalAustralia>) for a minimum of 28 days.

- f. If a winner chooses not to take the prize or any component of it (or is unable to), the prize is forfeited and the Promoter is not obliged to substitute the prize or any component.
- g. The Promoter accepts no responsibility for any variation in the value of the prize.
- h. If the Promoter is unable to provide a winner with the nominated prize, the Promoter reserves the right to supply an alternative prize of equal or greater monetary value to the nominated prize, subject to any written directions given by the state gaming departments.

## 3. Administration of the Contest

- a. Disbursement of prizes will be made upon acceptance of the Winner.
- b. For the Grand Prize: (a) the Grand Prize Winner (and travel companion, where applicable) must possess valid travel documentation and visa prior to departure, failing which the entire prize will be forfeited; and (c) the entire prize must be utilized at the stipulated date provided by the Organizer upon notice of the prize.
- c. The prizes are as stated and is non-transferable and not-for-sale. No cash alternatives will be offered. If due to circumstances beyond the Organiser's control, the Organiser is unable to provide the stated prizes or any part thereof, the Organiser reserves the right to substitute the prize with an item of equal or greater value, to be determined at the Organisers' sole discretion. A prize may be subject to the additional terms and conditions of the prize supplier. More details on the collection of the prize will be given to the respective winner(s) at a later stage.

## 4. Intellectual property rights, information and publicity

- a. By submitting an entry, you have agreed to irrevocably assign, convey and transfer, to the Organiser all rights and interest in, including all Intellectual Property Rights ("IPRs") to the

design, and forever waive and agree never to assert any moral rights. Intellectual Property Rights includes, without limitation, all patent rights, copyright rights, trademark rights, publicity rights, privacy rights and any other intellectual property rights or similar rights anywhere in the world covering or embodied in or relating to any entry.

- b. You are responsible for obtaining any necessary permission from third parties to use their IPRs in your entry. We reserve the right to disclose your identity to any third party claiming materials created, produced or shared by you constitutes a violation of their IPRs, or their confidentiality/privacy rights. We reserve the right to ask for additional evidence or documents to validate that all information you supplied is true and complete.
- c. The Organiser reserves the right to disclose and publish the names and any other particulars of the Country Finalists and Grant Prize Winner for publicity purposes, and the featured individuals agree to co-operate with and participate in the activities organised by the Organiser for these purposes.
- d. The Organiser reserves the right to reproduce any entries submitted for this Contest for publicity purposes and activities, including any promotional and archival purposes. Where appropriate, the individuals will be duly acknowledged.

#### 5. Personal Data

- a. For purpose of the Contest, the Applicants consent under the local regulation for personal data protection (if any) of the Participating Countries ("Act") to the collection, use and disclosure of the Applicants' personal data by/to the Organiser, promoters or entities/persons conducting the Contest submission and such other third party for the purpose of the Contest submissions and administration, and the Applicants confirm that they have read and agree to be bound by the Personal Data Protection Policy of the Organiser, as may be amended, supplemented and/or substituted by Organiser from time to time, a copy of which can be found on <http://www.total.sg/contact-us/legal-notice.html>. Application for and/or participation in the Contest is deemed express consent to disclosure of the Applicant's personal particulars to any person or entity involved in organising, promoting or conducting the Contest. Unless stated otherwise, information submitted in any entry will be used by the Organiser in accordance with the Organiser's Personal Data Protection Policy.
- b. Each Applicant undertakes that in respect of any and/or personal data (as so defined in the local regulation of the Participating Countries) of the stakeholders, directors, shareholders, employees, agents, contact persons, shareholders, authorized persons or any related persons disclosed by the Applicant to the Organiser, the Applicant shall ensure that all prior consents have been obtained from such persons in relation to the disclosure of their personal data by the Applicant to the Organiser.
- c. By submitting your entry, you are giving the Organiser permission to use the information provided by you in your application for the purposes of administering and judging the applications, for any purpose connected to the applications and – in accordance with you – for promotional purpose.

6. The Organiser reserves the right to vary any of the Terms of Contest, and to suspend or terminate, at any time without notice or liability to the Applicants. In the event of any inconsistency between

the Terms of the Contest and any marketing or promotional materials relating to the Contest, the Terms of Contest shall prevail.

7. The decision of the Organiser on all matters relating to or in connection with Contest is final. No correspondence or claims will be entertained.
8. The Organiser assumes no responsibility for any loss, damage or expense suffered or incurred by any party in connection with Contest howsoever arising, including without limitation, from any (i) error in submitting the Contest entry; (ii) technical/hardware/software breakdown/malfunction; (iii) lost or unavailable network connection; or (iv) defective, failed, delayed, lost, misdirected, or incorrect transaction/notice/sms/email.
9. The Contest shall be governed by and construed in accordance with the laws of Singapore, and all Applicants irrevocably submit to the exclusive jurisdiction of the courts of Singapore.
10. A person who is not a party to the Contest Terms may not enforce any of them under the Contracts (Rights of Third Parties) Act (Chapter 53B) and notwithstanding any terms herein, the consent of any third party is not required for any variation of the Contest Terms (including any release or compromise of any liability) or termination of the Contest.