

# Domino's Cheesy Moments Competition

## Terms and Conditions

1. Information on how to enter forms part of the terms of entry. Entry into the Domino's Cheesy Moments Competition ("Competition") is deemed acceptance of these terms and conditions.

### Eligibility to Enter

2. Entry is open to all residents of Australia, 18 years and older. However, employees and the immediate families of Network Ten Pty Limited ("the Promoter"), Domino's Pizza Enterprises Ltd (the "Sponsor") and their associated agencies and companies or any organisation or individual associated with the provision of the prize(s) are not eligible to enter. Entrants must be residing in Australia at the time of entry, or their entry may be deemed invalid.

### Competition Period

3. The competition commences on **Thursday, 7 October 2021 at 14:00 AEDT** and closes on **Sunday, 21 November 2021 at 23:59 AEDT** ("Competition Period").
4. The Competition will be advertised on, but not limited to, Network 10, [www.10play.com.au](http://www.10play.com.au).

### How to Enter

5. To participate in the Competition entrants must via one (1) of the following methods:
  - a. Go to the Domino's Cheesy Moments entry page on [www.10play.com.au/win](http://www.10play.com.au/win), register their details and either;
    - I. In 25 words or less, tell us their 'Cheesiest Moment'; or
    - II. Upload a photo of their Cheesiest Moment (the image must be no larger than 5mb in size); or
  - b. Log into their Instagram account and upload a photo of their 'Cheesiest Moment' with the hashtag #cheesymomentswin and tag @Dominos\_AU. Account must be set to public and posted in the feed, not as an Instagram Story.
6. It is free to enter, however, the cost of accessing the Instagram App or promotional website is dependent on the entrant's individual service provider. These Terms and Conditions apply in conjunction with the 10 Members rules.
7. This is a game of skill; chance plays no part in determining the Winner/s. Each entry will be individually judged based on its creative merit to determine the most 'Cheesiest Moments' as determined by the judges. The judges' decision in relation to any aspect of the competition will be final and binding on every person who enters. No correspondence will be entered into.
8. A limit of one online entry per day per 10 Play member applies. One membership per person applies. Those entering via Instagram may enter as many times as they like; however, each entry must be significantly different to any previous entry.
9. Entries must be received by **Sunday, 21 November 2021 at 23:59 AEDT** to be included in the Prize judging. Each valid entry received over the duration of the Competition Period will be entered into the Prize judging.

10. The time of entry will in each case be the time the online entry is received by the Promoter's database and Instagram. The Promoter accepts no responsibility for any late, lost, or misdirected entries due to technical disruptions, network congestion or for any other reason.
11. The Promoter and Sponsor are entitled to use any of the entries submitted in any manner and for any purpose at their absolute discretion, including promotional, marketing and publicity purposes without any further reference or payment or other compensation to the entrant. The Promoter and Sponsor are entitled to amend, edit, select, crop, retouch, add to or delete from any part of the submitted entry.
12. Entrants warrant to the Promoter and Sponsor the entry submitted is an original work of the Entrant that does not infringe the rights of any third parties and that any people featured in the videos have consented to their image being used as part of the entry. Entrants posting videos or images of people under 18 years of age acknowledge they have acquired parental or guardian consent and take full responsibility for all content uploaded as a part of their competition entry.
13. Entries must not include any third-party intellectual property (such as a logo). If the entry or any part of the information provided to the Entrant in relation to the entry was provided by a third party, the Entrant warrants they have obtained the relevant copyright permission to submit the entry for the purposes of this promotion. The entrant agrees to indemnify the Promoter and Sponsor against all claims and costs by third parties arising from a breach of the warranty set out in this condition.
14. Entrants must not submit an entry that could be considered offensive, insensitive, defamatory, or racist. Entries must not include swearing, inappropriate behaviour or language, MA or R rated images, vision, or audio. Any entry which the judges, at their discretion, deem inappropriate, incomprehensible, and incomplete will be invalid. The entrant agrees to indemnify the Promoter and Sponsor.
15. The account holder is responsible for any activity and/or entries that have been submitted using their device (E.g., Phone, computer, tablet etc). It is the account holder's sole responsibility to control any and all access to their device. The Promoter will not be responsible for any loss, damage or costs incurred as a result of failure to comply with this. Entrants must not use another's device without express permission from the account holder.

### **Rights and Release**

16. By entering into the Competition, you:
  - a. Consent to the Promoter and Sponsor using your entry in any manner and for any purpose at its absolute discretion without any further reference or payment or other compensation to the entrant, including communication of the entry video or photo in any media (now existing or hereafter devised) throughout the world in perpetuity which may include Broadcast on Channel 10, Channel Bold or Channel Peach, publication on the Promoter and Sponsors' websites, social accounts, promotional, marketing and publicity purposes;
  - b. Consent to the Promoter and Sponsor editing the entry in any way;
  - c. Grant to the Promoter and Sponsor the right to use your name, image, and likeness in connection with the entry and the Competition;
  - d. Assign to the Promoter and Sponsor, by way of present and future assignment of existing and future rights, all rights in all material created by in connection with the

entry immediately upon their creation and grant to the Promoter and Sponsor a worldwide, royalty free, exclusive, irrevocable licence to exploit the entry;

- e. Consent to such acts that might otherwise infringe your moral rights in respect of all material created under these Terms & Conditions of Entry and you agree that the Promoter and Sponsor are not required to credit you in its exploitation of the entry.
17. In consideration for the Promoter awarding the prize to the Winner/s, the Winner/s hereby permits the Winner's image and/or voice, as recorded, photographed or filmed during the Winner's participation in the prize to appear in connection with Network 10 or the advertising or marketing thereof, in any media whatsoever through the world and the Winner will not be entitled to any fee for such use.

### **Prize Judging**

18. Winners will be judged from all entries received throughout the competition period (online and via Instagram) and Five (5) Prize Winners will be selected by a judging panel at Network 10 at 1 Saunders Street, Pyrmont NSW 2009 on or around **Monday, 22 November 2021 from 13:00 AEDT**. The Winners will be the Entrants who, in the sole opinion of the judges, have submitted the most 'Cheesiest Moments' via 10 play or Instagram, as specified in clause 7. The Prize Winner/s will be notified by email and/or in writing and/or via an Instagram direct message by Channel 10 within five (5) days of the Prize Determination Date. The method of Winner notification will be dependent on the contact information that is available for the Prize Winners. The Winner's details will be published on the 10 Play website at 10play.com.au from **Wednesday, 24 November 2021**.
19. An entry that is made on behalf of an entrant by a third party will be invalid.
20. An Instagram entry will only be valid if the entry includes the relevant hashtag (as per clause 5b), and the entrant's Instagram is set to public status. Instagram posts must remain on the entrant's Instagram account for at least seven (7) days after the last time and date for judging.
21. As stipulated in clause 18, Channel 10 will contact the Winners via direct message in their Instagram and will provide them with an email to use to contact Channel 10, or via the e-mail address attached to their 10play account. It is the responsibility of the entrants to check if they have been contacted as a Winner. The Winners are to respond to Channel 10 to accept their prize within five (5) days of the Winner being notified. If a Winner does not contact Channel 10 within this time frame, the prize will be deemed unclaimed, and the Winner/s will be re-judged. The Prize/s will be re-allocated to the entrant that has submitted the entry which best meets the judging criteria excluding the entrant/s that has failed to claim the prize/s. This Unclaimed Prize Determination will take place at Network 10 at 1 Saunders Street, Pyrmont, NSW 2009 on or around **Monday, 6 December 2021 at 13:00 AEDT**. The Winner of the Unclaimed Prize Determination will be notified via Instagram message or via e-mail within 5 days of the Unclaimed Prize Determination and will be published on the 10 Play website at 10play.com.au from **Wednesday, 8 December 2021**.
22. 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. Error 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.

### Prize Details

23. There will be Five (5) Prize Winners judged from all entries received (via Online and Instagram) who will each win the following prizes:

Number	Prize Details	AUD Valued at up to
Five (5) x Prizes	<ul style="list-style-type: none"><li>One (1) x \$1,000 Domino's Instagift<ul style="list-style-type: none"><li>- Redeemable via online orders only via Domino's app or dominos.com.au.</li></ul></li></ul>	\$1,000.00
<b>TOTAL PRIZE VALUED AT UP TO - AUD</b>		<b>\$5,000.00</b>

24. The total Prize Pool is valued at \$5,000.00 (including GST).
25. Any ancillary costs associated with redeeming the prize/s are not included. These are the responsibility of the Winner.
26. Prizes must be taken as offered. Prize values are in Australian dollars. Prize Winners are advised that tax implications may arise from their prize winnings, and they should seek independent financial advice prior to acceptance of their prize.
27. All prizes are redeemable via online orders only via Domino's app or dominos.com.au. All prizes are non-transferrable or exchangeable and cannot be exchanged for cash. Vouchers can be used multiple times until the value of each Voucher is fully exhausted. A minimum spend of \$22 for delivery orders apply. The Vouchers are valid for a three (3) year period which starts from the date that the Vouchers are provided to the Winner. For full terms and conditions, visit <https://www.dominos.com.au/about-us/contact-us/terms-conditions>.
28. In acceptance of the prize/s, the Winner/s acknowledges that they may incur ongoing costs associated with the prize which are the entire responsibility of the Winner/s.
29. The Promoter's decision is final, and the Promoter will not enter into correspondence regarding the Competition result.
30. Personal information about all Prize Winners will be shared with the Sponsor, and their agents, to the extent necessary for prizes to be delivered to the prize Winners.
31. If the Prize Winner/s do not provide proof of meeting the valid entry requirements of notification of winning, the Prize/s will be forfeited in full, and the Winner/s will have no further claim. A re-judging will be held to award the Prize/s to a valid entrant/s.
32. Prizes will be awarded to the person named in their contestant entry. Should an entrant's contact details change during the Competition Period it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.
33. It is a condition of accepting the prize the Winner/s may be required to sign a legal release in a form determined by the Promoter in their absolute discretion.

34. By accepting the prize/s, the Winner/s agrees to participate in and co-operate as required with all reasonable media editorial requests relating to the prize/s, including but not limited to, being interviewed, and photographed, filmed and/or chaperoned throughout the duration of the prize.

### **Standard Clauses**

35. This promotion is in no way sponsored, endorsed, administered by, or associated with Instagram. You are providing your information to The Promoter and not to Instagram. The information you provide will only be used for the purpose of this competition unless otherwise specified in these terms and conditions. Any questions, comments or complaints about this Competition must be directed to the Promoter and not to Instagram.
36. Entry and continued participation in the Competition is dependent on entrants following and acting in accordance with Instagram terms of use, including but not limited to clauses relating to entrants with an Instagram account who are under the age of 13 at the time of entry, which can be viewed at <https://help.instagram.com/581066165581870>.
37. This Competition adheres to the terms and conditions set out in the Instagram promotion guidelines which can be found at: <https://help.instagram.com/179379842258600>.
38. All entrants unconditionally and irrevocably release and discharge Instagram from any and all liability in relation to this Competition.
39. If for any reason this Competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures 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 disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the Competition, subject to government legislation.
40. If your entry is selected as a winning entry, validation of your circumstances, the validity of your entry will be undertaken by the Promoter. Method of validation (without limitation) will be determined by the Promoter at their complete discretion. If a winning entry is deemed to be a Winner, the Winner will be notified as per the terms and conditions herein. In the event that the Promoter requests the entrant to sign any legal documents relating to the verification of their medical circumstance, the legal documents will take the form determined by the Promoter. It is a condition of accepting the prize the Winner signs any such legal documentation.
41. 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 their respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion and: (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) use of the prize.

42. 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, the Promoter reserve the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate, or cancel the promotion, as appropriate, subject to government legislation.
43. All entries become the property of the Promoter. The Promoter collects personal information about you to enable you to participate in this promotion, but no further use of this information will be made without prior consent.
44. The Promoter and Sponsor shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law. The Promoter and Sponsor are not responsible for any incorrect or inaccurate information, either caused by the phone user or for any of the equipment or programming associated with or utilised in this Competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this Competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.
45. With your express consent to do so, by checking the opt-in tick box on 10play.com.au to receive marketing communications from the Sponsor, Domino's Pizza Enterprises Ltd will handle entrant's personal information (e.g., first name, last name, postcode, phone number, email address, gender, date of birth) in accordance with their Privacy Policy which can be accessed at <https://www.dominos.com.au/about-us/contact-us/privacy-policy>. Domino's Privacy Policy may be updated from time to time, and it will be the entrant's responsibility to keep up to date with any changes to the Privacy Policy. The entrant may at any time, opt out of receiving contact from Dominos by sending an email to [privacy@dominos.com.au](mailto:privacy@dominos.com.au).
46. You consent to The Promoter collecting your personal information for the purpose of conducting and promoting this Competition (including but not limited to determining and notifying the Winner and prize fulfilment). Your personal information may be disclosed to a third party as a result of entering this competition. Your personal information may be disclosed to State and Territory lottery departments and Winners' names published as required under the relevant lottery legislation. For purposes of public statements and advertisements The Promoter will only publish the Winner's surname, initial and State. A request to access, update or correct any information should be directed to the Promoter. If you are not willing for this to occur, you cannot participate in the promotion.
47. The Promoter is bound by the Australian Privacy Principles (APPs) in the Privacy Act 1988 (Cth) and by entering the Competition, you (the entrant) are taken to consent to Network Ten Pty Limited's privacy policy which contains information, amongst other things, about how you may access personal information that is held by Network Ten Pty Limited about you and seek

correction of such information. See <https://www.cbsinteractive.com/legal/cbsi/privacy-policy/network-10-highlights> to view Network Ten Pty Limited's APP Privacy Policy in full. Our APP Privacy Policy also contains information about how you may complain about a breach of the APPs, or a registered code that is binding on our organisation and how Network Ten Pty Limited will deal with such complaints. We may disclose your personal information to related entities and third-party service providers outside Australia.

48. The Promoter is Network Ten Pty Limited (ABN: 91 052 515 250) of 1 Saunders Street, Pymont NSW 2009.

49. The Sponsor is Domino's Pizza Enterprises Ltd (ABN: 16 010 489 326) of Level 1, KSD1, 485 Kingsford Smith Drive, Hamilton, Queensland 4007, Australia.