



SING TO WIN COMPETITION TERMS & CONDITIONS

GENERAL

Name	Gloria Jean's Sing it to Win it!
Promoter	RFGA Management Pty Ltd ABN 47 071 765 609, 1 Olympic Circuit, Southport, QLD 4215, Australia. Ph: 07 5591 3242.
Eligibility	<p>Entry is open to all Australian residents. Minors (being under the age of 18) are eligible to enter this Promotion. Minors must have their parent or guardian consent to their entry and the parent or guardian of the minor entrant is deemed to have consented to and is bound by these Terms and Conditions. Parents or guardians may be required by the Promoter to enter into a further agreement as evidence of their consent of the entrant entering this Promotion.</p> <p>Entries WILL NOT be accepted from directors, officers, management and employees (and their immediate families) of the Promoter or of the agencies or companies or participating outlet(s) connected with this competition.</p>

WHERE AND WHEN THE COMPETITION WILL RUN

Relevant States	This competition will run in all Australian states and territories.
Channel	Instagram (excluding Instagram Stories).
Competition Period	5th August 2019 at 12:01am until 11.59pm EST on 15th September 2019.

ENTRY DETAILS

Entry Process	<p>To enter, entrants must, during the Competition Period:</p> <p>Sing, record and upload to Instagram their 15 second video rendition with the hashtag #SingItGloriaJeans. An entrants video is to be posted on their Instagram page (not as an Instagram story) and is not to be deleted until the completion of the Competition Period.</p> <p>The lines that an entrant will need to sing are;</p> <p>“Oh oh, sometimes I get a good feeling, yeah I get a feeling that I never, never, never, never had before, no no, yeah”</p> <p>which is from the Etta James song titled ‘Something’s Got a Hold on Me.’ Rights secured by Gloria Jean’s Coffees</p> <p>Songwriters: Etta James / Leroy Kirkland / Pearl Woods Something’s Got a Hold on Me lyrics © Sony/ATV Music Publishing LLC</p> <p>Other variations of similar recorded songs are not accepted as a valid form of entry.</p>
Entries Permitted	In order to enter the promotion, the entrant must have their Instagram account privacy setting switched to public for the entire duration of the campaign. Only one entry per entrant is allowed. Multiple entries are not permitted.

WINNER DETERMINATION

Winner Selection	<p>This is a game of skill; chance plays no part in how a winner is determined in this competition. At the end of the Competition Period, all entries will be reviewed and judged by the Promoter (or by an appointed panel of judges) based on selected criteria such as (but not limited to);</p> <ul style="list-style-type: none">· Time Frame – recording must be up to 15 seconds.· Creativity – use of location, costumes and props.· Engaging – the clip captures the judges’, friends’, communities’ attention, and provokes a positive response.· Brand suitability <p>The entry judged to be the best will win the Prize.</p>
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PRIZE/S TO BE WON

Prize Details	The Prize, to be awarded to the best entry, will receive \$5,000.00 AUD paid by direct deposit to the Prize winners nominated bank account.
Prize Conditions	The Prize is subject to any additional conditions specified by the Promoter and/or prize supplier(s) ensuring that any recording does not break any laws, cause offense, or cause any disruption to others in the community during the filming of the entry. If the winner fails to comply with the conditions imposed by the prize supplier/s, the prize may in the Promoter's sole discretion be cancelled or withdrawn without liability for the Promoter or the prize supplier/s. If the winner of the Prize is under 18 years of age, the Promoter may require that the winner's parent or guardian confirms acceptance of the Prize and the nominated bank account.

NOTIFYING WINNERS

Notification Details	The winner of the Prize will be contacted by telephone and private message on the 30th September 2019.
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PRIZE CLAIM DETAILS AND PROCESS IF PRIZE UNCLAIMED

Prize Claim Date	The Prize must be claimed by 11.59pm 4 October 2019. If the Promoter is unable to contact the winner (and/or the winner does not contact the Promoter) by the Prize Claim Date, the Promoter will discard that entry and award the Prize to the next best valid entry as determined by the Promoter, subject to applicable legislation.
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CONDITIONS

These Conditions integrate, and must be read together, with the Schedule (the Conditions of Entry). Instructions on how to enter and information regarding prizes forms part of these Conditions of Entry. Entry into this competition constitutes acceptance of these Conditions of Entry.

The Promoter's decisions regarding all aspects of this competition are final and no correspondence will be entered into.

Treatment of Personal Information

All entries and any copyright subsisting in an entry will be the property of the Promoter. The information entrants provide to enter will be used by the Promoter for the purpose of conducting this competition. The Promoter may collect entrants' personal information (including through its contractors or agents) or disclose entrants' personal information to its related companies, contractors and agents to assist in conducting this competition, storing data or communicating with entrants. By entering this competition, entrants' consent to their personal information being stored on the Promoter's database and the Promoter may use this information to contact the entrant with special offers, news and information about its products, including contacting the entrant via electronic messaging. By entering this competition, entrants consent to receiving SMS or email messages from the Promoter that do not contain any functional unsubscribe facility. The Promoter is bound by the Privacy Principles in the Privacy Act 1988. The Promoter's Privacy Policy, located at www.gloriajeanscoffees.com.au contains information about: how entrants can seek access to the personal information the Promoter holds about them and seek the correction of such information; how entrants can complain about a privacy breach and how the Promoter will deal with such a complaint; and how entrants can opt out of Marketing communications should they choose. If an entrant has ticked the "opt-in" box on the entry form, the entrant consents to the storage of their personal information on the Gloria Jeans database, and Gloria Jeans may use this information for future promotional and marketing purposes regarding their products and services including contacting the entrant via electronic messaging. Entrants should contact Gloria Jean's for their privacy policy.

Entry Process

Entries must be received during the Competition Period.

Entries received by the Promoter will be considered final. Entrants must ensure that they leave sufficient time for their entry to be received by the Promoter's database. Entries are deemed to be received at the time they are received by the Promoter's database and not at the time of submission by the entrant.

Entrants must only enter in their own name.

Entrants who enter using multiple email/postal addresses, phone numbers, social media accounts or aliases may be disqualified. 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.

All entries submitted must be the entrant's original work.

The Promoter has the right at any time to verify (or require an entrant to verify) that the entry is the entrant's original work. If in the Promoter's opinion the entrant's work has not been verified as their original work, the Promoter will deem that entry invalid.

All entries and any subsisting copyright become the property of the Promoter and will not be returned to entrants. By submitting an entry, entrants: agree to assign all rights in the entry to the Promoter and consent to the Promoter using the entry in any way and for any purpose as determined by the Promoter (including editing, adapting, altering the entry or publishing the entry in part or whole) in any media; and undertake to the Promoter that their entry is not, and its use by the Promoter will not be, in breach of any third party intellectual property rights.

The Promoter may (but is not obliged to) determine at anytime, in its absolute discretion, whether or not to publish any entries online in any media, remove any entries once published online, or amend, edit or modify any entries (or any part thereof), or disqualify or invalidate any entry including (without limitation) if the Promoter is of the view that: the entry does not comply with paragraph 7; or the entry otherwise breaches these Conditions of Entry. The Promoter will have no liability to entrants if it exercises this right.

The Promoter is not liable for late, lost, incomplete, misdirected, incorrectly submitted delayed or illegible entries, correspondence or claims for prizes due to error, omission, tampering, theft, destruction or otherwise.

Prize/s Awarded

The prizes are as specified in the Prize Details and Prize Conditions sections of the Schedule and must be taken as offered and, if applicable, on the date/s specified and at the locations specified.

The Promoter accepts no responsibility or liability for any tax implications arising from prize winnings, or the payment of prize winnings into an account provided by the Entrant which is ultimately incorrect. Entrants should seek their own independent financial advice. A prize will only be awarded to an entrant once the entrant has been validated and verified by the Promoter in accordance with these Conditions of Entry.

Prize/s not transferrable. Prize/s must be taken by the winner/s at the time stipulated by the Promoter. Failure to do so will result in the prize/s being forfeited and no other compensation will be provided. If a prize or element of a prize becomes unavailable for any reason beyond the Promoter's reasonable control, the Promoter will award a comparable prize or prize element of equal or greater value as elected by the Promoter.

The Promoter and its associated agencies and companies are not liable for any damage, loss or delay in transit to prize/s. Prize delivery will only be made to Australian bank accounts.

If requested by the Promoter, the winner/s may be required to sign an indemnity and release in favour of the Promoter and/or the prize supplier prior to taking the prize. If a winner does not sign the required form/s provided by the Promoter within the timeframe specified, the winner will be deemed invalid.

Publication & Publicity

If requested by the Promoter, entrants and the winner/s must participate in all promotional activity (for instance publicity, filming and photography) in relation to this competition, free of charge and they consent to the Promoter using their name/s, image/s and/or voice/s in promotional material in any media for any length of time without notification, remuneration or compensation.

Verification

The Promoter (or its nominated agent) reserves the right, at any time during or after the Competition Period, to request entrants to produce suitable photo identification or other documentation (to the Promoter's satisfaction in its sole discretion) to verify the validity of their entry and to verify an entrant (including an entrant's identity, age, place of residence, place of employment, eligibility to enter and eligibility to claim a prize). If the requested documentation is not provided in the timeframe required or an entrant has not been validated or verified to the Promoter's satisfaction, then the entrant's entry (and at the Promoter's discretion all of the entrants' entries) will be deemed invalid.

The Promoter reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has: submitted an entry which is not in accordance with these Conditions of Entry; breached any of these Conditions of Entry; tampered with or benefited from tampering with the entry process or the operation of the competition; engaged in any unlawful, fraudulent, deceptive or other improper misconduct intended to jeopardise the fairness and proper conduct of the competition and/or damage the goodwill or reputation of the Promoter or any of its related bodies corporate or the agencies or companies associated with this competition; or acted in a disruptive manner with the intent to annoy, abuse, threaten or harass any other person. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter reserves its legal rights to recover damages or other compensation from such an offender.

Liability

1. The Promoter has no control over communications networks and is not liable for any problems associated with them due to traffic congestion, technical malfunction or otherwise. Costs associated with accessing the Internet (e.g. website or social media platform) may vary depending on the Internet service provider used, and those costs are the responsibility of the entrant. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred.

2. Except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law), the Promoter and its associated agencies and companies exclude all liability for any loss, expense, damage, personal injury, illness or death (whether or not arising from any person's negligence) that may occur from participating in this competition or as a result of accepting or using any prize. For the avoidance of doubt, this clause does not limit or affect any waiver or disclaimer signed or accepted by entrants as part of this competition.

3. These Conditions of Entry do not exclude, restrict or modify any statutory consumer rights under the Australian Consumer Law and any similar laws. However, to the extent permitted by law to do so, the Promoter makes no representations or warranties, express or implied, other than the Australian Consumer Law, regarding the quality and suitability of a prize awarded as part of this competition and will not be responsible for breach of any such implied terms.

Other

4. If this competition is unable to run as planned due to computer virus, network/technical/communications failure, tampering or any cause beyond the Promoter's reasonable control, the Promoter may in its sole discretion cancel, terminate, modify or suspend the competition or invalidate any affected entries.

5. The Promoter may run, communicate or advertise this competition using Facebook and/or Instagram. However, the competition is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. Entrants are providing their information to the Promoter and not to Facebook or Instagram. Each entrant completely releases Facebook and Instagram from any and all liability.

6. Any entry submitted must comply with Instagram terms and conditions for posting content.