

“FABER-CASTELL AUSTRALIA - #COLOUR4LIFE” 2022 PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The Promoter is A.W Faber-Castell (Aust) Pty Ltd, ABN 40 000 512 130, of 15 Gibbon Road, Winston Hills NSW 2153 (the “Promoter”).

WHO CAN ENTER?

3. Entry is only open to Australian residents. Entrants under 18 years of age must have a parent’s or guardian’s consent to enter, and such parent or guardian must sign such documentation as provided by the Promoter to confirm such consent upon request.
4. Employees and immediate families of the Promoter and their related entities and associated agencies are not eligible 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 first cousin.

HOW TO ENTER

5. Promotion commences at 12.01am AEST on 01/08/2022 and closes at 11.59pm AEST on 30/09/2022 (“Promotional Period”).
6. To enter entrants must undertake the following during the Promotional Period:
 - 6a. Create it** - Create an artwork using Faber-Castell products that represents what #Colour4Life means to them, addressing one of the 5 themed categories (outlined in 14.b). The Promoter will assign the submitted artwork to a category based on judgement;
 - 6b. Snap it** – Take a photo of their completed artwork, ensuring the Faber-Castell products used in the artwork creation are clearly visible; and
 - 6c. Tag it** – Upload that photo to their Instagram account, making sure they tag:
 - #Colour4Life
 - @fabercastellaustralia
 - their favourite art store, if they have a social media account

Entrants are encouraged to follow @fabercastellaustralia on Instagram and/or Facebook to stay up to date with the latest #Colour4life news and creative inspiration.

7. The Promoter’s decision is final and no correspondence will be entered into.
8. Entrants can enter as many artworks into the competition as they wish, ensuring each of their entries comply with entry requirements as specified in points 6a-6c above.
9. Entrant’s Instagram account must be public and not set to private to be eligible. Uploaded files must be submitted in accordance with the relevant social media’s

platform requirements. Entry and continued participation in the Promotion is dependent on the entrant following and acting in accordance with the Instagram Terms of Use, (<http://instagram.com/legal/terms/>). This Promotion adheres to the terms and conditions set out in the Instagram promotion guidelines which can be found at: <http://help.instagram.com/179379842258600>. Any questions or comments regarding the Promotion must be directed to the Promoter, not to Instagram. The entrant releases Instagram and its associated companies from all liabilities arising in respect of the Promotion. Entrants acknowledge that the Promotion is in no way sponsored, endorsed or administered by, or associated with Instagram.

10. 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 citizenship) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, provided false information, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may 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. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
11. Incomplete or indecipherable entries will be deemed invalid.
12. 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.
13. The Promoter will select the best entries based on creative merit during the Promotional Period. This is a game of skill and chance plays no part in determining the winners. The Promoter will select a number of reserves in the event that original winner is deemed ineligible or otherwise cannot participate in the Promotion. The winner will be notified by Instagram to arrange delivery of the prize.
14. The Promoter will award 5 main prizes (a) from a prize pool worth over \$4000. One main prize will be awarded within the same category (b). The Promoter will assign each artwork to the category deemed most appropriate. Each category winner will be determined by the judges.
 - (a) 5 x main prizes, each contain 1 x Faber-Castell Art & Graphic Collection Case (RRP \$850)
 - (b) There is one prize per category:
 - i. Portraits: Submissions where the main element of the artwork features a person.
 - ii. Animals: Submissions where the main element of the artwork features an animal.
 - iii. Nature: Submissions where the main element of the artwork features flora or landscapes.
 - iv. Architecture: Submissions where the main element of the artwork features a building.
 - v. Freestyle: Submissions that do not fall into any of the above categories.
15. To the fullest extent permitted by law, the Promoter shall not be responsible for and cannot be held liable for any element of the prize which is delayed or lost in transit or any other occurrence that is out of the reasonable control of the Promoter.

GENERAL

16. If, for any reason, a winner does not take the prize (or an element of the prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited and cash will not be awarded in lieu.
17. Entrants agree that they are fully responsible for any information or materials they submit via the promotion including, but not limited to, their name, photo creation, social media handle, comments, recordings and images (“Content”). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may amend, remove or decline to publish any Content without notice for any reason whatsoever, and the Promoter may request the removal of entries from Instagram at any time in its absolute discretion. Entrants warrant and agree that:
 - (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, indecent, inappropriate, or otherwise unsuitable for publication;
 - (b) their Content shall not contain viruses or cause injury or harm to any person or entity;
 - (c) they will obtain prior consent to submit the Content in accordance with these Terms and Conditions from any person or from the owner(s) of any property, including intellectual property, that appears in their Content, and if such person is under the age of 18, the prior consent of their parent or legal guardian. The entrant will obtain the prior agreement of any other person featured in the Content (or if such person is under the age of 18, their parent or legal guardian);
 - (d) they own the copyright and/or intellectual property rights in the Content and have the rights in the Content to the uses contemplated by these Terms and Conditions; or they will obtain full prior consent from any person who has jointly created or has any rights in the Content to the uses contemplated by these Terms and Conditions, and the Content does not infringe the rights of any third party;
 - (e) to the extent permitted by law, they unconditionally and irrevocably consent to any use of the Content or act or omission which may otherwise infringe any moral rights in the Content and warrant that they have the full authority to grant these rights; and
 - (f) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems; and Instagram's requirements.

Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.

18. As a condition of entering this promotion, each entrant licenses and grants the Promoter and its affiliates and sub-licensees an unrestricted, royalty-free, perpetual, worldwide, irrevocable, transferable and divisible right and licence to use, reproduce, modify, adapt, publish and display their entry (which shall include Content), or part

of their entry, for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability. If requested by Promoter, the entrant agrees to sign any further documentation required by the Promoter to give effect to this arrangement.

19. Any cost associated with entering the promotion, or any promotional website is the entrant's responsibility and is dependent on the Internet service provider used. 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.
20. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the promotion on the dates and in the manner described in these Terms and Conditions, including but not limited to technical or telecommunications problems (including security or data breaches), fraud, vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion modify, cancel, terminate or suspend the promotion, and/or recommence it from the start on the same Terms and Conditions.
21. To the extent permitted by law, the Promoter and/or its associated agencies and companies, will not be liable for any damages, misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur:
 - (a) during the entry process or winner determination process;
 - (b) in the acceptance, participation or use of any element(s) of the prize;
 - (c) as a consequence of late, lost, failed, delayed, inaccurate or misdirected entries or other communications;
 - (d) due to the broadcast of any program relating to the promotion, or the publication of any material, including any statements made by any compere, staff member, journalist, other entrants or any other person; and/or
 - (e) arising from or related to any problem or technical malfunction (including security or data breaches) of any Internet, software, or telecommunications related to or resulting from participation in this promotion.
22. The Promoter and its associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of entries, and reserves the right to take any action that may be available.
23. 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 States 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.

24. 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) acceptance or use of the prize.
25. It is a condition of taking the prize that the winner may need to sign a legal release and indemnity in a form determined by the Promoter.
26. Entry details are collected by and remain the property of the Promoter and its related entities for the purpose of conducting and promoting this promotion, including for the purpose of identifying and notifying winners and understanding our audiences. The Promoter will handle your personal information in accordance with its Privacy Policy which is available at <http://www.faber-castell.com.au/legal/data-privacy> (and which contains information regarding how you can access your personal information, correct it and/or make a complaint about our handling of your personal information). By providing your personal information, you agree to the terms of our Privacy Policy. Without limiting the foregoing, the Promoter may disclose the entrant's personal information to its related entities, business partners and external service providers for the purpose of processing and conducting the promotion, for promotional purposes surrounding the promotion, research and profiling purposes, and for other purposes reasonably related to the entrant's relationship with the Promoter. In addition, by entering this promotion, you consent to the Promoter using your personal information for the purpose of the Promoter's and its related entities sending you information regarding programs, products and services available through them and/or through their business partners, and to the Promoter sharing your personal information with its related entities for the purpose of those entities sending you such information directly. The Promoter will always provide you with the ability to opt out of those communications.