

**Banana Boat Sun Safe Schools**  
**Sun Safety Resources Prize Promotion**

**Terms and Conditions**

1. Information on how to enter and 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 primary schools and high schools ("Schools"). For the removal of doubt, both public Schools and private Schools are eligible to enter. Employees (and their immediate family members) of the Promoter and Banana Boat are ineligible to enter.
3. Promotion commences at 9:00am (AEDT) on 30/07/18 and ends at 11:59pm on 21/09/18 ('Promotional Period').
4. To enter, an authorised representative aged 18 years or over must, on behalf of their School, visit [www.sunsafeschools.com.au](http://www.sunsafeschools.com.au), follow the prompts to the promotion entry page, input the requested details into the online entry form including an answer to the question: "In 25 words or less, tell us what tools would help you teach sun safety at your school?" ("Promotional Question") and submit the fully completed online entry form so that it is received during the Promotional Period.
5. Incomplete or indecipherable entries will be deemed invalid.
6. The Promoter reserves the right, at any time, to verify the validity of entries and entrants and reserves the right, in its sole discretion, to disqualify any authorised representative or School who the Promoter has reason to believe has breached any of these Terms and Conditions, 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 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. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
7. Only one (1) entry permitted per School.
8. If there is a dispute as to the identity of an authorised representative or School, the Promoter reserves the right, in its sole discretion, to determine the identity of the authorised representative or School.
9. This is a game of skill and chance plays no part in the promotion. Each entry will be individually judged based on the literary and creative merit of the answer provided to the Promotional Question. The Promoter's decision is final and no correspondence will be entered into.
10. The judging will take place at **Level 1, 286 West Street, Umina Beach NSW 2257** from **25 September 2018 at 12:00pm**. The judges may select additional reserve entries, which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant. The best 79 valid entries, as determined by the judges, will each receive a Banana Boat 50+ sunscreen kit, containing 8x 400g Kids 50+ sunscreen pumps. Each sunscreen kit is valued at AUD\$200. The prize will be awarded directly to the School, and not the authorised representative who submitted the entry on behalf of the School.
11. The winners will be notified by phone and email by a representative of the Promoter.
12. Total prize pool value is AUD\$15,800 inclusive of GST. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of the equal value and/or specification. Any change in the value of the prize between publishing date and the date the prize is claimed is not the responsibility of the Promoter or Banana Boat Australia.

13. Prizes are not transferable or exchangeable and cannot be taken as cash. In the event that a winner does not take a prize, then the prize will be forfeited by the winner and cash will not be awarded in lieu of the prize.
14. Authorised representatives and Schools agree that they are fully responsible for any materials they submit via the promotion including but not limited to 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 remove or decline to publish any Content without notice for any reason whatsoever. Authorised representatives and Schools 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, 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 from any person or from the owner(s) of any property that appears in their Content;
  - (d) the Content is either their original work 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) they consent to any use of the Content which may otherwise infringe the Content creator’s/creators’ moral rights pursuant to the *Copyright Act 1968* (Cth) 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.

Without limiting any other terms herein, the authorised representative and the School agrees to indemnify the Promoter for any breach of the above terms.

15. All entries submitted become the property of Banana Boat. As a condition of entering into this promotion, each authorised representative and School licenses and grants Banana Boat and the Promoter a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) 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.
16. Authorised representatives and Schools consent to Banana Boat using the authorised representative and/or School’s 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 competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by Banana Boat.
17. 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 either Banana Boat or the Promoter, Banana Boat and the Promoter reserve the right, in their discretion, to the fullest extent permitted by law (a) to disqualify any authorised representative or School; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
18. Any cost associated with accessing the promotional website is the authorised representative’s responsibility and is dependent on the Internet service provider used.
19. 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 (Cth), as well as any other implied warranties under the ASIC Act (Cth) 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 and Banana Boat (including their respective officers, employees and agents) exclude 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.

20. Except for any liability that cannot be excluded by law, Banana Boat and the Promoter (including their officers, employees and agents) exclude 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 either Banana Boat and/or 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 Banana Boat and/or the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner, authorised representative or School; or (f) use of the prize.
  
21. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <http://www.bananaboat.com.au/privacy-policy/>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the authorised representative and/or School. The Privacy Policy also contains information about how authorised representatives and/or Schools may opt out, access, update or correct their PI, how they may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. The Promoter will not disclose PI to any entity outside of Australia.

The Promoter is Edgewell Personal Care Australia Pty Ltd (ABN 32 601 894 795) of Building C, Level 5/11 Talavera Road, Macquarie Park NSW 2113.