

oOh!media Creative Awards Terms & Conditions ("Conditions of Entry")

Schedule	
Promotion:	oOh!media Creative Awards
Promoter:	oOh! Media Operations Pty Ltd ABN 44 094 713 210, Level 2,76 Berry St, North Sydney, NSW 2060, Australia. Ph: 02 9927 5555
Promotional Period:	Start date: 01/06/18 at 09:00 am AEST End date: 28/02/19 at 11:59 pm AEDT
Eligible businesses:	Entry is only open to Australian businesses that are customers of oOh!media.
How to Enter:	To enter the Promotion, the eligible business must run a sales campaign for their business through oOh! Media which goes live during the Promotional Period.
Total Prize Pool:	AUD \$2,030,000.00
Winner Determination & Prizes:	<p>Business Winners (6 total) There will be six (6) business winners for this Promotion. The best three (3) entries (i.e. best sales campaigns) as determined by the Promoter will win \$500,000 worth of Out of Home media to use for a multi-market campaign; and the next three (3) best entries (i.e. best sales campaigns) as determined by the Promoter will win \$175,000 worth of Out of Home media to use for a single market campaign.</p> <p>Judging criteria used to determine business winners: creativity, use of data & insights and use of formats.</p> <p><i>The following requirements apply to the prize:</i></p> <ul style="list-style-type: none"> • Multi-market campaign must be used for an integrated campaign, defined as running in two or more out of home formats across oOh!’s network incorporating native content. • Single market campaigns must be used for one OOH environment incorporating native content • The campaign must commence before 1st August 2019. • The value can be used across physical assets but cannot be used for production or installation costs. • The campaign must run in Australia. • The media must be used for a singular campaign. <p>Creative Lead Winner (1 only) There will also be one (1) individual winner. One (1) creative lead from the four (4) of each winning business will win a prize based on the judging panel's evaluation of best use of contextually relevant creative across Out of Home assets in the winning sales campaigns. In the event of any dispute as to who is creative lead of a relevant sales campaign, the Promoter’s decision will be final.</p> <p>The winning creative lead will receive a trip for themselves and one (1) creative designer from their winning sales campaign team to Texas in March 2019 and the opportunity to attend the world’s biggest innovation, media, film and music festival and includes:</p> <ul style="list-style-type: none"> • Return economy flights for two (2) people from the winner’s nearest Australian capital city to Texas; • twin-share accommodation in Texas (exact accommodation and number of nights’ accommodation provided determined by the Promoter); and • \$XXX, which can be used to acquire 2 Tickets to attend the festival. <p>Travel prize is valued at up to AUD\$30,000 (depending on exact date and point of departure). The Promoter will have final determination of any persons who will be awarded the trip prize</p>

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<p>Prize Conditions (applicable to travel prize):</p>	<ul style="list-style-type: none"> • Travel itinerary will be determined by the Promoter in its absolute discretion. • Travel must be taken on dates specified by the Promoter to coincide with the 2019 festival in Texas. If the winner is unavailable or unwilling to travel on the aforementioned date/s required by the Promoter to coincide with this event, they will forfeit their right to the prize and will not be awarded cash or any other alternative in lieu. • The prize is subject to booking and flight availability. • Frequent flyer points will not be awarded and do not form part of the prize. • Spending money, meals, taxes (excluding airline and airport taxes), insurance, passports, visas, vaccinations, transport to and from departure point, transfers, items of a personal nature, in-room charges and all other ancillary costs, unless otherwise specified in the prize description herein, are not included. • The winner and his/her travel companion are responsible for ensuring that they have valid passports, and any requisite visas, vaccinations and travel documentation. • Subject to the terms and conditions of the participating prize provider(s), if for any reason the winner does not, once the prize has been booked, take the prize (or an element of the prize) at the time stipulated, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash. • The winner may be required to present their credit card at check in. • Prize is subject to the standard terms and conditions of individual prize and service providers. • The winner and his/her travel companion must depart from and return to the same departure point and travel together.
<p>Winner notification:</p>	<p>The winners will be contacted by using the contact details on file with the Promoter within fourteen (14) days after the Promotion end date.</p>
<p>Unclaimed Prizes:</p>	<p>In the event of an unclaimed prize, the Promoter may at its discretion assign the prize to the entry judged the next best entry, conduct a further judging to award the prize, or withdraw the prize unawarded. The Promoter is under no obligation to award any unclaimed prize.</p>

1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Valid and eligible entries will be accepted during the Promotional Period.
4. Employees (and the immediate family members) of agencies/companies directly associated with the conduct of this Promotion, the Promoter, its distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" 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 1st cousin.
5. 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.
6. The winners will be determined by skill. Chance plays no part in determining the winners. The judges' decision is final and binding and no correspondence will be entered into.
7. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable.
8. All reasonable attempts will be made to contact each winner.

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9. If any winner chooses not to take their prize (or is unable to) or does not take or claim a prize by the time specified by the Promoter, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize.
10. The value of the prizes is accurate and based upon the recommended retail value of the prizes (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prizes after that date.
11. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and/or specification.
12. No entry fee is charged by the Promoter to enter the Promotion.
13. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
14. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting © 2018 Plexus Services Pty Ltd. Do not reproduce or amend without authority. the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at http://www.oohmedia.com.au/terms-and-conditions_privacy-policy. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. The Promoter may transfer entrants' personal information to United States of America (personal data may be used to register Creative award winner for travel prize). Entrants acknowledge that the Promoter cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering this promotion, entrants consent to overseas transfer on these terms and agree that the Promoter is not liable for any such breach.
15. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of a prize, if the Promoter determines in their absolute discretion, that a winner is not in the physical or mental condition necessary to be able to safely participate in or accept the prize. It is a condition of accepting the prize that a winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize.
16. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
17. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
18. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize.

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19. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
20. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that 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.
21. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
22. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
23. Unless otherwise specified, a prize is a single event for the winner (and where relevant their guests) and cannot be separated into separate events or components.
24. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
25. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.