

**“DESIGN ON FIRE” PROMOTION**  
**TERMS AND CONDITIONS**

**Entry Instructions**

1. Entry is only open to Australian and New Zealand residents aged 18 years or over.
2. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible 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 1<sup>st</sup> cousin.
3. Entries open at 9am AEDST on 06/02/2017 and close at 11:59pm AEDST on 05/03/2017 (“**Entry Period**”).
4. To be eligible to enter individuals must create an original design that they would like to see featured on a BIC Pocket Lighter (“**Design**”). Individuals can create their own Design and upload it or they can create their Design using the tools made available on the entry form, as outlined in clause 5(b) below. Designs must not feature any third party brands, references or logos and must be the original creative work of the entrant. Designs must not infringe the rights of any third parties. All Designs must comply with and are subject to the provisions contained in clause 30.
5. To enter, individuals must complete the following steps during the Entry Period:
  - a) Purchase a BIC Pocket Lighter from the standard or Décor ranges at a participating retailer. A participating retailer will be any retailer in Australia and New Zealand that stocks BIC Pocket Lighter standard and/or Décor ranges; and then
  - b) visit [BICdesignonfire.com.au](http://BICdesignonfire.com.au) or [facebook.com/BICdesignonfire](https://facebook.com/BICdesignonfire), follow the prompts to the entry form and: (i) either upload their Design in a PDF format (no larger than 5MB or use the tools on the entry form to create their Design; (ii) input the requested personal details, including their first and last name, email, postcode and mobile phone number; (iii) input the barcode number of the eligible BIC Pocket Lighter purchased in its entirety (located at the back of the product); and (iv) submit the fully completed entry form.
6. Incomplete or indecipherable entries will be deemed invalid.
7. Multiple entries permitted, subject to the following: (a) only one entry permitted per specified purchase requirement; (b) each Design must be substantially unique; and (c) each entry must be submitted separately and in accordance with entry requirements.
8. 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 their Design) 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, 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.
9. 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.

**Finalist Selection**

10. The Promoter will judge all entries received during the Entry Period against each other based on the originality, suitability and creativity of the Design submitted. The judges may select additional reserve entries which they determine to be the next best, and record them in order of merit, in case of an invalid entry or ineligible entrant.

11. The best twenty (20) valid entries, as determined by the judges in their absolute discretion will each be deemed a finalist ("**Finalists**"). Each Finalist will have their name and Design uploaded onto [bicdesignonfire.com.au](http://bicdesignonfire.com.au) for public viewing and voting. All Designs will be reviewed by the Promoter for compliance with these Terms and Conditions prior to being uploaded. Designs that contain prohibited or inappropriate content, or are otherwise in breach of these Terms and Conditions, as determined by the Promoter, may, at the discretion of the Promoter, not be published or removed from the [bicdesignonfire.com.au](http://bicdesignonfire.com.au) website at any time. In addition, any entrant that submits such content may not be eligible to win and may be disqualified from participation in the Promotion at the Promoter's sole discretion.

### **Voting Instructions**

12. Voting is only open to Australian and New Zealand residents aged 18 years or over. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to vote. 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 1<sup>st</sup> cousin.
13. Voting commences on 07/03/2017 and ends at 11:59pm AEDST on 13/03/2017 ("**Voting Period**").
14. To vote, individuals must complete the following steps during the Voting Period:
  - a) visit [bicdesignonfire.com.au](http://bicdesignonfire.com.au)
  - b) follow the prompts to the promotional voting page; and
  - c) click the "vote" button corresponding to their favourite Design.
15. No prize will be awarded for the act of voting.
16. The Promoter reserves the right, at any time, to verify the validity of votes and voters (including a voter's identity, age and place of residence) and to disqualify any voter who submits a vote that is not in accordance with these Terms and Conditions or who tampers with the voting process. 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.
17. The Promoter reserves the right, at any time: (a) to invalidate any votes which it reasonably suspects have been submitted using false, incorrect, fraudulent or misleading information, including but not limited to personal details and contact information and/or votes that have been submitted through the use of multiple identities, email addresses or accounts, including but not limited to social networking accounts; and/or (b) to disqualify any entrant (or invalidate his/her entry) that the Promoter reasonably suspects has paid, bartered or offered payment or other consideration to another person in exchange for votes or has otherwise encouraged or procured any person to submit votes contrary to these Terms and Conditions.
18. Multiple votes are permitted, subject to the following: (a) each vote must be submitted separately and in accordance with voting requirements; and (b) a maximum of one (1) vote is permitted per voter per Design.

### **Winner Selection**

19. Subject to clause 22, the valid entrant that submits the Design with the highest number of valid votes at the end of the Voting Period will be the major prize winner ("**Major Winner**"). The Major Winner will win AUD \$7,000 (awarded in the form of a cheque or EFT, as per the winner's preference) and will have an opportunity to have their Design (or a variation of their Design) produced by the Promoter on BIC Pocket Lighters, on an initial one run basis of up to 500,000 lighters. As a condition of accepting the prize, the Major Winner agrees:
  - a. To provide the Promoter with an additional two (2) original designs, each similar but not identical to the original Design submitted and compliant with clause 30, to serve as alternative designs in the event the original Design is not compatible with the Promoter's production

process or requirements. The additional designs must be provided to the Promoter within the time frame given to the winner upon notification (within 1 week). The Promoter will provide further guidance regarding the requirements for the additional designs at the time of notification;

- b. The Promoter will endeavour to reproduce the winning Design to the extent possible, however, if this is not possible one of the alternative designs may need to be used and/or the Design (or the alternative designs) may need to be modified and adjusted to suit the scale of the BIC Pocket Lighter and the limitations of the usual production processes. The Major Winner agrees that any modifications and adjustments to the Design (or an alternative design) can be made by the Promoter and/or its representatives at their absolute discretion, as necessary; and
- c. the Major Winner agrees for their Design (or alternative designs) to be reproduced as per the above on BIC Pocket Lighters (to be sold in Australia and New Zealand) without any remuneration (other than the prize). The Major Winner agrees and acknowledges that while the Promoter will initially only produce one (1) run of the relevant products featuring the Major Winner's winning Design, or alternative design, (with the exact number of products produced determined by the Promoter), the Promoter cannot control the exact period during which the relevant products will be on sale by participating retailers, and the sale period is therefore unlimited and indefinite.

If a winner fails to comply with any of the above conditions, he/she will be deemed invalid, will not receive any prize and the next valid Design with the highest number of votes will be deemed the Major Winner (who will also be subject to the above conditions).

20. Subject to clause 22 and the above, the valid entrant who submits the Design with the second highest number of valid votes at the end of the Voting Period will be the first runner up ("**First Runner Up**"). The First Runner Up will win AUD \$2,000 (awarded in the form of a cheque or EFT, as per the winner's preference).
21. Subject to clause 22 and the above, the valid entrant who submits the Design with the third highest number of valid votes at the end of the Voting Period will be the second runner up ("**Second Runner Up**"). The Second Runner Up will win AUD \$1,000 (awarded in the form of a cheque or EFT, as per the winner's preference).
22. In the event of a tie between two (2) or more entries for any rank or prize, the Promoter will judge the tied entries against each other and will select which tied entry will receive the relevant rank and prize. Each tied-entry will be judged based on the originality and creative merit of the Design submitted.
23. All winners will be notified by email. Each winner will then be required to contact the Promoter in order to accept the prize.

#### General

24. Information on how to enter, vote and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
25. The promoter is BIC Australia Pty Ltd (ABN 88 004 304 830) of Level 4, 574 St Kilda Road, Melbourne, Victoria, 3004 ("**Promoter**").
26. This is a game of skill and chance plays no part in determining the winners.
27. If for any reason a winner does not take a prize (or an element of a prize) at/by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
28. If a prize (or part of a prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification.
29. The prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.

30. Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to Designs, and in the case of the Major Winner any alternative designs (“**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. 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, 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 the original work of the entrant that 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 entrant agrees to indemnify the Promoter for any breach of the above terms.

31. As a condition of entering this promotion, each entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their 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.
32. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a Finalist or a winner (including photo, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
33. 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, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
34. Any cost associated with accessing the Internet is the entrant’s responsibility and is dependent on the Internet service provider used.
35. 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 or in New Zealand (“**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.
36. 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) taking/use of and/or participation in a prize.

37. As a condition of accepting a prize, each winner must sign any legal documentation as and in the form required by the Promoter in their absolute discretion, including but not limited to a legal release and indemnity form.
38. 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 [www.mybiclighter.com](http://www.mybiclighter.com). 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 entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter may disclose entrant's personal information to any entity outside of Australia (see Privacy Policy for details).
39. Entry and continued participation in the promotion via Facebook is dependent on entrants following and acting in accordance with the Facebook Statement of Rights and Responsibilities (which can be viewed at [www.facebook.com/terms.php](http://www.facebook.com/terms.php)). This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants understand that they are providing their information to the Promoter and not to Facebook. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Facebook. Facebook, will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.
40. The laws of Australia apply to this promotion to the exclusion of any other law. Entrants submit to the exclusive jurisdiction of the courts of Australia.