PANASONIC AUSTRALIA

TERMS & CONDITIONS Schedule to Terms & Conditions of entry

Promotion name	Lumix Pro - Athletics Summer Series Experience
Eligible States/Territories	National
Promotion period	Start: 21/01/2012 11:00 AM AEDT End: 20/03/2019 11:59 PM AEDT
	No entries will be accepted outside this time.
Website address	https://blogs.panasonic.com.au/consumer/athletics-nsw-lumix
Promoter	Panasonic Australia Pty Ltd ABN: 83 001 592 187 1 Innovation Road, Macquarie Park NSW 2113
Eligible entrants	Entry to the Promotion is open to Australian residents in all eligible states/territories who fulfil the method of entry requirements. Entrants must be 18 years or over to enter the Promotion.
Details of event inclusions	 Media pass to one event of the Athletics Australia Track Classic. S Series Camera & lens/s to loan for the event. Professional photography tutorial by a Panasonic Lumix representative and by Lachlan Gardiner (Australian Photojournalist & Adventure Travel and Commercial Photographer).
Total number of places	4 events with 8 successful applicants for each event Total number of 32 places MELBOURNE - Thu 06 Feb 2020 16:00 - 21:00 Lakeside Stadium, Albert Park CANBERRA - Thu 13 Feb 2020 10:30 - 18:30 AIS Track and Field Centre

	SYDNEY - Sat 22 Feb 2020 12:30 - 20:00
	Sydney Olympic Park Athletics Centre
	BRISBANE - Fri 20 Mar 2020
	07:30 - 15:00
	QSAC (Queensland Sport and Athletics Centre)
	Successful applicants are responsible for getting to and
	from the event at their own expense.
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Method of entry	 Submit the most creative answer to the question, "In 25 words or less tell us why you would would enjoy the opportunity to get hands on with Lumix S-Series at the Athletics Australia Summer Series". This is a game of skill and chance plays no part in determining the successful applicant(s). Comply with media induction requirements of Athletic Australia.
Maximum number of entries	Only 1 entry is permitted per person.
Selection of successful applicants	Judging will occur on the following dates — 29 th January 2020 — Melbourne entries close 6 th February 2020 — Canberra entries close 13 th February 2020 — Sydney entries close 5 th March 2020 — Brisbane entries close Successful applicants will be selected based on literary and creative merit of the answer provided to the promotional question. Location of judging: Panasonic Australia Pty Ltd 1 Innovation Road Macquarie Park NSW 2113
Notification of successful applicants	Successful applicants will be notified via phone within 5 days of the judging selection. Each successful applicant will then be emailed all information on where to attend and what to bring to the event. Access tickets to the stadiums will be issued on the day to each successful applicant at the designated attendance location with Panasonic staff.

Terms & Conditions of entry

1. Information on how to enter, form part of these terms and conditions (**Terms of entry**). The Terms must be read in conjunction with the Schedule. The Schedule

- defines the terminology used in these Terms of entry. Where there is any inconsistency between these Terms and the Schedule, the Schedule prevails. Participation in this Promotion is deemed acceptance of these Terms of entry.
- 2. Entry is only open to Australian residents aged 18 years or over. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter.
- 3. The Promotion will be conducted during the Promotion period.
- 4. The entrants must follow the Method of entry during the Promotion period to enter the Promotion. Failure to do so will result in an invalid entry.
- 5. 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 reserves the right, in its sole discretion, to disqualify any entrant who the Promoter has reason to believe has breached any of Terms of entry, 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.
- 6. Incomplete, indecipherable, or illegible entries will be deemed invalid.
- 7. Only one (1) entry is permitted per person.
- 8. 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.
- 9. This is a game of skill and chance plays no part in determining the successful applicants (s). Each entry will be individually judged based on literary and creative merit of the answer provided to the promotional question.
- 10. The judging will take place in accordance with the Selection of successful applicants. 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. Successful applicants will be notified by email within five (5) working days. All information relevant for the day of the event and where to collect the media access tickets to the stadiums will be emailed to the winner prior to the event. The successful applicants must follow the directions given in the information provided in order to access each event. Failure to follow the directions given may result in the successful applicant being unable to access the event and secure the loan equipment.
- 11. The Promoter's decision is final and no correspondence will be entered into.
- 12. Only applicants from the State in which the event occurs will be chosen in each case for the awarding of the Media Pass to each Event.

- 13. Each selected successful applicant agrees that they are available at the time and locations listed. Successful applicants are responsible for getting to and from the event at their own expense.
- 14. Successful applicants must meet all requirements of the Athletics Australia induction form (listed on website) at (include website address).
- 15. The total value of all tickets issued for this promotion is \$0 AUD. These tickets have no commercial value.
- 16. The event inclusions are not transferable or exchangeable and cannot be redeemed or taken for cash.
- 17. Panasonic will provide the S series Camera and Lens to each successful applicant on loan for training and use at each event. The successful applicant must sign the Panasonic Loan Form and agree to all of the Standard Terms and Conditions of the loan as a pre requisite before the loaned equipment is provided. All loaned equipment will be handed out on the event day and must be returned on conclusion of the event to a Panasonic representative.
- 18. Entrants 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. 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) the Content is the original work of the entrant 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 of entry, and the Content does not infringe the rights of any third party;
 - (d) 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
 - (e) 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.
- 19. Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.

- 20. 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.
- 21. Any cost associated with accessing https://blogs.panasonic.com.au/consumer/athletics-nsw-lumix 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.
- 22. Nothing in these Terms of entry limit, exclude or modify 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 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.
- 23. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including their respective officers, employees and agents) are not responsible for and 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: (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 product 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 product value to that stated in these Terms and Conditions; (e) any tax liability incurred by a successful applicants or entrant; or (g) use/redemption of a product.
- 24. The Promoter collects personal information ("PI") in order to conduct its business and the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, product suppliers and, as required, to Australian regulatory authorities. 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 https://www.panasonic.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 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 laws or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose entrant's personal information to any entity outside of Australia.

25. The Promoter is Panasonic Australia Pty Limited (ABN 83 001 592 187) of 1 Innovation Road, Macquarie Park, NSW 2113, telephone 132 600 ("Promoter").