

“COLOURING IN COMPETITION” PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The Colouring in Competition Promotion (“**Promotion**”) is a skill based contest being run by the Promoter. The Promoter is Autodesk Australia Pty Limited, Level 5, Building C, 11 Talavera Rd North Ryde NSW 2113 ABN 91 006 741 340 (“**Promotor**”). The Promotion will be run in conjunction with the Promotor’s website www.autodesk.com.au.
3. Entry is only open to Australian and New Zealand residents aged 18 years or over.
4. The following persons are not eligible to be selected as finalists or winners or win any prizes in the Promotion: Employees (and their immediate families) of the Promoter, Judges 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 1st cousin.
5. Promotion commences on 19/05/17 and ends at 5:00pm on 15/06/17 (“**Promotional Period**”).
6. To be eligible to enter, individuals must, during the Promotional Period
 - (a) Log onto Facebook, like Autodesk’s official Facebook Account <https://www.facebook.com/AutodeskANZ/> (“**Facebook**”)
 - (b) Click on the promotion link at the top of the page, input the requested information;
 - (c) Download the colouring in book and colour it in manually or in pigment; and
 - (d) Upload completed picture to Autodesk’s official Facebook Account.

Entrants must act in accordance with Facebook’s requirements and terms of use at all times, which can be viewed here: www.facebook.com/terms.php; the
7. For the avoidance of doubt, entrants’ Facebook profiles must be on public display and contain adequate details to allow the Promoter to identify the entrant for the entrant to be eligible for entry.
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 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. Incomplete or indecipherable entries will be deemed invalid.

10. Only one (1) entry permitted per person.
11. 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.
12. The Promoter will establish a panel of two individuals (each a “**Judge**”). Judging will commence on or about the 16/06/17. This is a game of skill and chance plays no part in determining the winner. Each submitted entry will be individually judged based on the following criteria, each of which will be given equal weight:
 - (a) originality; and
 - (b) creativity.
13. The winner will be notified via Facebook private message on or around the 16/06/17 and published on the Autodesk Australia and New Zealand Facebook page.
14. In addition, the names of the winner(s) may be obtained by sending a written request and a self-addressed, stamped envelope to the below address:
Winner’s List – Colouring in Competition.

Level 5, Building C
11 Talavera Road
North Ryde NSW 2113
15. All requests must include the words “WINNER’S LIST” and the full name of the Promotion prominently in the subject line or in the first line of the address, as the case may be. All such requests must be received within six (6) months after the date the winner is announced.
16. The Promoter’s decision is final and no correspondence will be entered into.
17. If users are permitted to like or vote for entries on Facebook, the number of likes each entry receives will be for entertainment purposes only and will not be one of the criteria used by Judges to select the winner.
18. The best valid entry, as determined by the judges, will in a MICROSOFT SURFACE PRO i5 128GB TABLET with SURFACE PEN valued at \$1200 ex. GST RRP.
19. Any ancillary costs associated with the shipping of the prize to the winner or with operating the Microsoft Surface Pro are included.
20. If for any reason a winner does not take the prize by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
21. If the 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.
22. Total prize pool value is up to AUD\$1,200. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.

23. 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 that does not infringe the rights of any third party;
 - (d) If they are a government official or employee, the entry must not have been created within the scope of their employment;
 - (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;
 - (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.

24. As a condition of entering this promotion, each entrant agrees to assign all of their rights, title and interest (including copyright) in and to their entry (which shall include Content) to the Promoter, and to execute any documents to confirm such assignment. Entries will not be returned to any entrant.
25. Entrants consent to the Promoter using their 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 promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
26. The Promoter reserves the right to (a) disqualify an entrant; or (b) suspend, modify or terminate the Promotion at any time for any reason in its absolute discretion, including without limitation in the event that the 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.
27. 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 State 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.

28. The Prize is provided on an “as is” basis without warranty of any kind. Please contact the manufacturer in case of any difficulty. Autodesk will not provide refunds or support.
29. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) or any other entity involved in the administration of the Promotion (including without limitation Facebook) 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) the Promotion, (b) any technical difficulties or equipment malfunction (whether or not under the Promoter’s control); (c) any theft, unauthorised access or third party interference; (d) 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; (c) any variation in prize value to that stated in these Terms and Conditions; (d) any tax liability incurred by a winner or entrant; or (e) use of or participation in a prize (“**Causes**”). If anyone makes any claim against the Promoter arising out of or relating to any of the Causes attributable to the entrant, the entrant will pay for any damage, losses, liabilities, costs, penalties and expenses, including without limitation attorney’s and experts fees and costs incurred in connection with such claim.
30. The Promoter accepts no responsibility for any tax implications that may arise from accepting a prize. Independent financial advice should be sought.
31. The Promoter collects winners’ 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. Winners’ PI may be collected from their Facebook profile and/or from them personally, and entry is conditional on provision of this information. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at www.autodesk.com/company/legal-notices-trademarks/privacy-statement. The Privacy Policy also contains information about how winners may opt out, access, update or correct their PI, how winners 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 winners’ personal information to any entity outside of Australia.
32. By entering the Promotion, entrants agrees that these terms and conditions will be governed by and construed in accordance with the laws of New South Wales.
33. This promotion is in no way sponsored, endorsed or administered by, or associated with 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.