


Schedule to Terms & Conditions of entry

Promotion Name	Yakult Art Challenge - 30th Anniversary Edition
Eligible States/Territories	The whole of Australia
Promotion Period	Start: 29 July 2024 00:01 AEST End: 26 August 2024 23:59 AEST <i>No entries will be accepted outside the Promotion period.</i> All references to time in these Terms and Conditions are a reference to the local time in Melbourne, Victoria, Australia on the date stated.
Promoter	Yakult Australia Pty Ltd (ABN: 97 055 486 443) Locked Bag 1403 Dandenong South, Victoria, 3164 Australia. Telephone: (03) 9238 4700.
Eligible Entrants	Entry to the Promotion is open to Australian residents in all Eligible States/Territories who fulfil the method of entry requirements. * Entrants under 18 years of age must have the consent of a parent or guardian.
Details of Prize	Yakult Gift Pack Gift pack includes: Yakult musical pen holder, Yakult pencil case, Yakult scrunchable bag & Yakult pen. 

	*Prizes can only be mailed to an Australian postal address.
Total Number of Prizes	5
Total Prize Value	Total prize pool (inc GST): \$30
Method of Entry	<p>To enter, an entrant must, during the Promotion period:</p> <ol style="list-style-type: none"> 1. Obtain the designated art form with the Yakult bottle outline. The form is available at <ol style="list-style-type: none"> a. Join Yakult's in-person or virtual factory tours b. Copy the form from Yakult Australia's Facebook or Instagram https://www.facebook.com/yakultaustralia https://www.instagram.com/yakult_australia/ c. Download the form here. 2. Create artwork celebrating Yakult Australia's 30th anniversary on the form <ol style="list-style-type: none"> a. Artwork can be hand-drawn, digitally designed, or in any style. 3. Submissions must be emailed or scanned and emailed to info@yakult.com.au <ol style="list-style-type: none"> a. Include your email address, name, age, and if you are under 18, your parent or guardian's email address with your entry in the email to be eligible. <p>Eligible Entrants must submit their entry according to the Method of Entry and comply with all requirements during the Promotion Period.</p>
Maximum Number of Entries	<p>Participants are allowed multiple entries, but each person is only eligible for one prize.</p> <p>* If a household has multiple children submitting winning designs, each child is eligible for a prize. However, a single person cannot win multiple prizes to encourage broader participation.</p>
Prize Winner Selection	<p>This is a game of skill. Chance plays no part in determining the winner.</p> <p>Each entry will be individually judged, based upon individual creative merit. All entries must be an independent creation by the entrant and free from any claims that they infringe on any third-party rights. Each entry cannot be submitted on behalf of any other person.</p>

	<p>A panel selected by the Promoter will judge all valid entries and the winner will be selected on Wednesday, 4 September 2024 at Yakult Australia Pty Ltd Locked Bag 1403 Dandenong South, Victoria, 3164 Australia.</p> <p>The judge's decision is final and binding and no correspondence will be entered into.</p>
<p>Notification of Winners</p>	<p>The five (5) winning pieces will be announced via Yakult Australia's Facebook and Instagram pages (in the Winner Announcement post) in turn beginning September 8, 2024, and the winner will be notified via email from Yakult Australia on the day of the announcement.</p> <p><u>Posting Schedule for Winning Pieces:</u></p> <ul style="list-style-type: none"> • 1st Winner: Week beginning September 8, 2024 • 2nd Winner: Week beginning September 15, 2024 • 3rd Winner: Week beginning September 22, 2024 • 4th Winner: Week beginning September 29, 2024 • 5th Winner: Week beginning October 6, 2024 <p>*If a competition winner does not respond to their message notifying them that they are the confirmed winner in 5 business days, they will forfeit their spot as a confirmed Competition participant and the next Eligible Entrant will be selected.</p> <p><u>Prizes will only be mailed out from once all winners have been posted (6th October 2024 onwards)</u></p>

Terms & Conditions of entry

1. Information on how to enter and prize details form part of these terms & 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 of Entry and the Schedule, the Schedule prevails. Participation in this Promotion is deemed acceptance of these Terms of Entry, Schedule, our Privacy Policy and Terms of Use (see links below).
2. Entry to the Promotion is open to Australian residents in all Eligible States/Territories who fulfil the method of entry requirements. Directors, officers, management, employees, (and the immediate families of directors, officers, management, employees,) are ineligible to enter the Promotion. Immediate family means any of the following: spouse, ex-spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent.

3. The Promotion will be conducted during the Promotion Period.
4. The Prize(s) are specified in the Details of Prizes section of the Schedule.
5. The total prize pool is specified in the Total Prize Value section of the Schedule.
6. The prize is valued in Australian dollars, inclusive of GST unless expressly stated to the contrary.
7. The winner(s) should seek independent financial advice at the winner's sole expense regarding any tax implications relating to the prize or the taking of the prize. The Promoter accepts no responsibility for any tax implications that may arise from the winner accepting a prize. Entrants are responsible for any and all expenses that they incur in entering the competition and they will not be reimbursed regardless of whether or not they win the competition.
8. 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. The Promoter will not advise an Entrant if their entry is deemed invalid.
9. The time of entry will be deemed to be the time the entry is received by the Promoter.
10. Multiple entries are allowed, but each person is only eligible for one prize.
11. The Promoter, its agents, affiliates or representatives will not be liable for any late, lost, delayed, incomplete, incorrectly submitted, corrupted, illegible or misdirected entries, claims or correspondence whether due to omission, error, alteration, tampering, deletion, theft, destruction, disruption to any communication network or medium, or otherwise including those entries not received by the Promoter for any reason. The Promoter is not liable for any loss, damage or injury as a result of technical/telecommunications failures or security breaches or any consequences of user error including (without limitation) costs incurred. No correspondence will be entered into.
12. The prizes will be awarded to the best entries as judged in accordance with the Prize Winner Selection details. Entries must not have been published previously and/or have been used to win prizes in any other competitions. The judges reserve the right to disqualify any entrant submitting an entry which, in the opinion of the judges, includes objectionable content or does not meet the criteria relating to the Method of Entry. The judges' decision is final and no correspondence will be entered into.
13. The winners do not need to be present at the draw unless expressly stated to the contrary.
14. The winner(s) will be notified in accordance with the Notification of Winners sections of the Schedule. The notification will include details about how the prize can be claimed. The

winner(s) must respond to the Promoter's email within 5 business days with the required details to claim the prize.

- 15.** The Promoter takes no responsibility where it is unable to contact prize winners who have not provided correct or complete contact details. If an entrant's contact details change during the Promotional Period, it is the entrant's responsibility to notify the Promoter. A request to modify any entry information should be directed to the Promoter.
- 16.** The winner(s) name and state/territory of residence will be published in accordance with the Public Announcement of Winners section of the Schedule (if applicable).
- 17.** If the prize has not been claimed by the Unclaimed Prize Winner Selection time and date and subject to any written directions from a State lottery agency, the Promoter may conduct an Unclaimed prize winner selection in accordance with the Unclaimed Prize Winner Selection section of the Schedule (if applicable). In the event the Unclaimed Prize Winner Selection takes place, the Promoter will attempt to contact the winner of the Unclaimed Prize Winner Selection in accordance with the Notification of Unclaimed Prize Winner Selection section of the Schedule, and if applicable, the name and State/Territory of residency of any winner of the Unclaimed Prize Winner Selection will be published in accordance with the section of the Schedule entitled Public Announcement of Winners from Unclaimed Prize Winner Selection. If a prize is no longer available, the promoter may substitute with a prize of higher or equal value subject to any written directions from a regulatory authority. The promoter is not allowed to deduct any administrative costs associated with provision of the prize.
- 18.** It is a condition of accepting any prize that the winners must comply with all the conditions of use of the prize and the prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
- 19.** Any Prize supplied by a third party supplier is subject to the terms and conditions of that third party supplier.
- 20.** Neither the Promoter nor the prize supplier/s or their associated companies will be held liable for any loss, damage or injury that results directly or indirectly from the winner(s) taking part in any aspect of the Prize. Where relevant, the winner(s) agree that they take full responsibility for any activities engaged in while travelling and engaging in the Prize package.
- 21.** Winners are responsible for all costs not expressly listed as being included in the Prize, including without limitation, meals, entertainment, insurance, other travel and accommodation, incidentals, gratuities, services charges, optional extras, transfers, passports, vaccinations, COVID-19 tests, visas, re-entry permits, spending money, freights, excess baggage, government taxes, departure taxes, ground transportation any tax liabilities, airport charges, any applicable surcharges and any other related costs.

- 22.** Travel arrangements to and from the winner's home and Prize location do not form part of the Prize and are the responsibility of the winner(s).
- 23.** The Promoter and prize supplier make no representations as to the safety, conditions or other issues that may exist at any destination. It is the responsibility of the winner(s) to enquire about local issues, entry requirements, travel insurance and conditions at destinations before travel.
- 24.** To the greatest extent permitted by law, the Promoter excludes all warranties, representations or guarantees (Warranties) regarding the Promotion and any prizes, including any Warranties which may have been made in the course of advertising or promoting the Promotion. The conduct of the Promotion or the supply of prizes may involve third parties, and the Promoter makes no Warranties and disclaims all liability in connection with any such third parties, their acts or omissions. By entering the Promotion, an entrant releases and indemnifies the Promoter and its related bodies corporate (including the officers, employees and agents of each) from and against all actions, penalties, liabilities, claims or demands the entrant may have against the Promoter or that the Promoter may incur for any loss or damage which is or may be suffered or sustained as a direct or indirect result of an entrant entering or participating in the Promotion or winning or failing to win a prize, or using or permitting any other person to use the prize, except for any liability which cannot be excluded by law or which would cause any part of this clause to be void or unenforceable.
- 25.** If despite the foregoing clause, the Promoter incurs a liability to an entrant under any law which implies a Warranty into these Terms of Entry which cannot legally be excluded, the Promoter's liability in respect of the Promotion is limited, in the Promoter's discretion, to either resupplying such goods or services as form part of the Promotion, or paying the cost of resupplying those goods or services.
- 26.** Without limiting any of the foregoing, in no circumstances will an entrant or the Promoter have any liability to the other for any loss or damage suffered which is indirect or consequential in nature, including without limitation any loss of profit, loss of reputation, loss of goodwill, or loss of business opportunity.
- 27.** The Promoter and its associated agencies and companies will not be liable for any damage in transit to or delay in transit of prizes.
- 28.** The Promoter may in its absolute discretion not accept a particular entry, may disqualify an entry, or cancel the entire Promotion at any time without giving reasons and without liability to any entrants. Without limiting this, the Promoter reserves the right to verify the validity of entries, prize claims and entrants and to disqualify any entrant who submits an entry or prize claim that is misleading or not in accordance with these Terms of Entry or who manipulates or tampers with the entry process. In the event that a winner breaches these Terms of Entry, the winner will forfeit the prize in whole and no substitute will be offered. Verification is at the discretion of the Promoter, whose decision is final. Failure by

the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

- 29.** Prizes, or any unused portion of a prize, are not transferable, upgradable, divisible and cannot be resold, refunded or exchanged for cash, subject to any written directions from a regulatory authority. Where a prize is unavailable for any reason, the Promoter may substitute the prize for another item of equal or higher value subject to any written directions from a regulatory authority. The Promoter accepts no responsibility for any variation in prize value (including between advertising of the Promotion and receipt of the prize).
- 30.** In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability (or that of a third party involved with the Promotion) to proceed with the Promotion on the dates and in the manner described in these Terms of Entry, including but not limited to vandalism, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter's obligations in respect of the Promotion will be suspended for the duration of the event and, in addition, the Promoter may in its absolute discretion cancel the promotion and recommence it from the start on the same conditions, subject to approval of the relevant authorities. In the event of any dispute, the Promoter's decision will be final and binding (subject to any applicable laws).
- 31.** All entries become the property of the Promoter. As a condition of entering into this Promotion, entrants agree to assign all their rights in and to their entry and any related content to the Promoter, including any copyright or other intellectual property rights in the entry and related content. Without limiting this, the Promoter may use entry content for any and all purposes including commercial purposes. You warrant that entry content is original, lawful and not misleading and that the Promoter's use of such content will not infringe the rights of any third parties. The Promoter has no obligation to credit you as the author of any content submitted and may otherwise do any acts or omissions which would otherwise constitute an infringement of any moral rights you may have as an author of content.
- 32.** Entrants consent to the Promoter using the personal information provided in connection with this promotion for the purposes of facilitating the conduct of the promotion and awarding any prizes and to conduct marketing activities, including to third parties involved in the promotion and any relevant authorities. In addition to any use that may be outlined in the Promoter's Privacy Policy (and that of third parties), the Promoter including third parties may, for an indefinite period, unless otherwise advised, use the personal information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants can request access to or correction of their details by contacting the Promoter at <https://faq-au.uniqlo.com/contactus/>
- 33.** The collection and disclosure of personal information provided in connection with this promotion will be handled in accordance with the Promoter's Privacy Policy which adheres to the Privacy Act 1988 (Cth) and Australian Privacy Principles.

- 34.** The Terms of Entry are governed by and are to be construed in accordance with the laws of Victoria, Australia.
- 35.** Facebook, YouTube, TikTok or Instagram may be used to advertise or promote the Promotion. By entering the Promotion, entrants agree that the Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, YouTube, TikTok or Instagram; and to release Facebook, YouTube, TikTok or Instagram from all liability in relation to this Promotion. Any questions, comments or complaints regarding the Promotion should be directed to the Promoter and not Facebook, YouTube, TikTok or Instagram.
- 36.** Our Privacy Policy is available at <https://www.yakult.com.au/privacy-policy/>