



OH CREATIVE DAY

ROBOT COLOUR-RINTABLES CHALLENGE

By entering the OH CREATIVE DAY ROBOT COLOUR-RINTABLES CHALLENGE competition (“the Competition”), you are agreeing to the following terms and conditions:

1) Information on how to enter forms part of the terms and conditions. Entry into this Competition is deemed acceptance of these terms and conditions of entry.

WHO CAN ENTER?

2) The Competition is open internationally to children under the age of 18. Entrants under the age of 18 must seek parental or legal guardian consent to enter.

HOW TO ENTER

3) The Competition commences on Tuesday 30th January 2018 at 2pm AEST and ends on February 28th 2018 at 9pm AEST (“the Competition Period”).

4) To enter, entrants must email in an Oh Creative Day robot colour-rintable (available to newsletter subscribers) with a story based on the robot.

The entry must be sent during the Competition Period to shannon@ohcreativeday.com

The entry must not be, without limitation:

- a) late;
- b) delayed;
- c) incomplete;
- d) incomprehensible;
- e) unlawful
- f) obscene;
- g) defamatory;
- h) discriminatory;
- i) libellous;
- j) threatening;
- k) pornographic;
- l) harassing;
- m) hateful;
- n) racially or ethnically offensive;

- o) capable of encouraging of conduct that would be considered a criminal offence;
- p) capable of violating any law;
- q) capable of giving rise to civil liability.

5) Entries must be received within the Competition Period.

6) All entries are deemed to be received at the time of receipt by Oh Creative Day and NOT at the time of transmission by the entrant.

7) No multiple entries permitted.

8) Entrants agree to grant Oh Creative Day a perpetual and non-exclusive licence to use, distribute, broadcast and sub-licence their entries in all media worldwide and acknowledge that they will not be entitled to any fee for such use. Oh Creative Day is entitled to amend, edit, select, crop, retouch, add to or delete from any part of the submitted entry.

9) All entries must be:

- a) the original independent creation of the entrant;
- b) owned by the entrant; and
- c) free of any claims, including copyright or trade mark claims by other parties.

10) The entrant warrants to Oh Creative Day that the entry submitted is an original artistic work of the entrant that does not infringe the rights of any third parties. If the entry or any part of the information provided to the entrant in relation to the entry was provided by a third party, the entrant warrants that they have obtained the relevant copyright permission to submit the entry for the purposes of this promotion. The entrant agrees to indemnify Oh Creative Day against all claims and costs by third parties arising from a breach of the warranty set out in this condition.

11) Oh Creative Day is neither responsible nor liable for late, lost or misdirected entries, or entries not received for any reason whatsoever.

THE PRIZE

12) The prize is an animated video of the entrant's robot and story. The prize must be taken as offered. The prize is not transferable, exchangeable and cannot be redeemed as cash. The prize is not valid in conjunction with any other offer.

JUDGING

13) All entries will be judged after February 28th 2018 at 9pm AEST.

- 14) The one (1) entrant whose entry is judged to be the most creative and original out of all valid entries received will be deemed the prize winner.
- 15) The Competition is a game of skill and chance plays no part in determining the winner.
- 16) The winner will be notified via email using the original email used to send in the entry.
- 17) Each entry will be individually judged based on its literary and creative merit.
- 18) The judges' decision in relation to any aspect of the Competition will be final and no correspondence will be entered into regarding the result. Oh Creative Day may in its absolute discretion deem entries invalid subsequently to a winner being notified or a winner's name being announced if it is discovered that the winner did not enter the Competition in accordance with these terms and conditions. In such circumstances, an additional judging will be conducted.
- 19) Oh Creative Day's decisions in relation to all aspects of this Competition are final and binding on all who enter and no correspondence will be entered into.
- 20) Oh Creative Day will make all reasonable efforts to contact the winner. If Oh Creative Day has not been able to contact the winner within 3 months of the determination date, or for any reason the prize remains unclaimed for 3 months after the determination date, the relevant winner's entry will be deemed invalid and the next best and most popular valid entry as determined by the judges will be deemed an "Unclaimed Prize Winner". The Unclaimed Prize Winner will be contacted via email. Identification considered suitable for verification is at the discretion of Oh Creative Day.

LIABILITY AND RELEASE

- 21) Except for any liability that cannot be excluded by law, Oh Creative Day 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 Competition, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under Oh Creative Day'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 Oh Creative Day) due to any reason beyond the reasonable control of Oh Creative Day; (d) any variation in prize value to that stated in these conditions of entry; (e) any tax liability incurred by a winner or entrant; (f) participation in the Competition and/or (g) redemption of the prize.

PERSONAL INFORMATION

22) Entry details remain the property of Oh Creative Day. Entrants' personal information will be collected by Oh Creative Day for the purpose of conducting and promoting this Competition (including for the purpose of identifying and notifying winners).