

KFC WEDDINGS PROMOTION

CONDITIONS OF ENTRY

1. Information on how to enter, mechanics of entry and the prize form part of these Conditions of Entry. Entry into the promotion is deemed acceptance of these Conditions of Entry. Entry is via Internet only.

ELIGIBILITY

2. Entry is only open to residents of Australia aged 18 years or older, who:
 - i. are currently engaged to be married with the marriage ceremony to be held in Australia between 1st November 2019 and 31st May 2020;
 - ii. have the consent of their partner/fiancé to enter the promotion on their partner/fiancé's behalf;
 - iii. in the event they are selected to receive a KFC Wedding, will proceed with the wedding and reception;
 - iv. consent to and agree to procure the consent of their partner/fiancé, to the Promoter filming their wedding and reception for any commercial promotional purposes (as required by the Promoter);
 - v. agree to sign and to have their partner/fiancé sign any legal release(s) required by the Promoter in its absolute discretion; and
 - vi. procure consent from all wedding venue(s), including signed legal release(s) from all venue(s) (as required by the Promoter in its absolute discretion), allowing the Promoter to film the wedding and/or reception at the venue for commercial purposes, (together, **Entrants**).
3. The directors, management and employees (and their immediate families) of the Promoter, its related entities, printers, suppliers, providers and agencies whom are directly associated with the conduct of this promotion are ineligible to enter the promotion. 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.

PROMOTIONAL PERIOD

4. The Promotion commences at **12:01am** (AEST) on **09/09/2019** and ends at **11:59pm** (AEDT) on **18/10/2019 (Promotional Period)**.

HOW TO ENTER

5. To enter the promotion, Entrants must, during the Promotional Period:
 - a. follow the hyperlink (available on the Promoter's website or within a post or banner advertisement appearing on Facebook or Instagram) to www.KFC.com.au/weddings (**Promotional Page**) to access the official entry form;
 - b. provide a response in 200 words or less *'explaining why you (and your partner) deserve the ultimate KFC wedding'*;
 - c. fully and correctly complete and successfully submit the entry form in the manner required, including providing the Entrant and their partner/fiancé's full name, age, email address, telephone number, Instagram @handle(s) and the details of their wedding including the anticipated number of guests attending up to a maximum of 200;
 - d. ensure the Entrant and their partner/fiancé's Instagram account(s) are set to public until the completion of the judging in accordance with Condition 13; and

- e. if contacted by a representative of the Promoter, provide additional information as directed,

(together, an **Entry**).
6. Only one (1) entry per couple is permitted. Any subsequent entry of a couple after the first valid entry is received from that couple will be deemed invalid.
7. Entries will be deemed accepted at the time of receipt by the Promoter and not at the time of transmission. Entries received will be considered final by the Promoter. Incomplete, inaccurate, erroneous, ineligible or incomprehensible entries will be deemed invalid. The Promoter accepts no responsibility for late, lost or misdirected entries.
8. Costs associated with accessing the Promotional Page remain an Entrant's responsibility and may vary depending on the Internet service or telecommunications provider used.
9. Entrants acknowledge that their personal Facebook or Instagram account may be updated by entering the promotion and that their entry (or entries), their name, locality and/or profile photograph may be featured on the Promotional Page and generally on Facebook or Instagram for public viewing during the Promotional Period and in perpetuity (unless otherwise requested). Once an Entry is submitted, Entrants acknowledge that the Entry may not be withdrawn, altered or deleted (except as and where required by the Promoter).
10. Facebook and Instagram membership, notifications, pages, applications and use of Facebook or Instagram generally is subject to its prevailing terms and conditions of use at www.facebook.com/policies or <https://help.instagram.com/581066165581870>. The promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. Entrants understand that they are providing their information to the Promoter and not to the platform. Entrants are solely responsible and liable for any content or information they transmit to other Internet users. To the extent permitted by law, each Entrant agrees to indemnify, defend and forever hold harmless, Facebook, Instagram and their associated agencies and companies, against any and all losses, actions, claims, costs, expenses and damages (of any nature) which may be incurred by an Entrant in respect of the Entrant's participation in the promotion. Any questions, comments or complaints about the promotion must be directed to the Promoter and not to Facebook or Instagram.
11. The decision by the Promoter to accept or reject an Entry is in the Promoter's sole discretion and no correspondence will be entered into. Any entry that contains content that the Promoter, in its sole discretion, considers to be offensive, obscene, crude or inappropriate in any way or that the Promoter considers may infringe any Intellectual Property Rights or other rights of any person, corporation or entity will not be accepted as an eligible entry into the promotion and the Promoter reserves the right to delete any such entries. This includes but is not limited to any entry which the Promoter considers to be disparaging of any of its products and/or services or is otherwise not in keeping with the spirit of the promotion.
12. The use of any automated entry software or any mechanical, electronic or other means that allows an Entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that Entrant invalid.

WINNER DETERMINATION

13. All eligible Entries received throughout the Promotional Period in accordance with Condition 5 will be individually judged by an independent panel of appropriately qualified judges by 7:00pm (AEDT) on **23/10/2019** at 30 Hickson Road, Millers Point NSW 2000 to determine six (6) winning Entries.
14. Entries will be judged on the basis of originality, creative merit and independent expression. The Promoter 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. For the avoidance of doubt, Entrants must commit to and continue to meet the requirements of the Conditions of Entry (including the Eligibility criteria set out at Condition 2) and follow the reasonable directions of the Promoter, otherwise their Entry will be deemed invalid. This is a game of skill and chance

plays no part in determining the winners. The judges' decision is final and no correspondence will be entered into.

15. Winners will be notified personally within two (2) business days of the judging, and the name and locality of each winner will be published on the Promotional Page on **28/10/2019** and will remain on the Promotional Page for no less than twenty-eight (28) days. All reasonable steps to notify the winner of the results of the judging will be taken by the Promoter. The judges' decision is final and no correspondence will be entered into.
16. Winners must confirm their eligibility to be awarded the prize and their ability to accept the prize (including prospectively meeting the Eligibility criteria set out at Condition 2) within **7 business days** of being successfully notified by the Promoter that their Entry has been judged as the winner, otherwise their Entry will be deemed invalid. In the event that the Promoter cannot successfully contact the Entrant(s) who submitted one of the six (6) best judged Entry within **7 business days** of the judging, or in the event of an invalid entry or an ineligible Entrant, or if the Entrant is ineligible to accept (or subsequently becomes ineligible) or declines to accept the prize, the Promoter may, in its sole discretion, award the prize to the next best judged entry. The Promoter will continue this process until an Entrant has been successfully contacted and the Entrant has confirmed their eligibility to be awarded the prize. For the avoidance of doubt, only once an Entrant has confirmed their eligibility to be awarded the prize will the Entrant, subject to these Conditions of Entry, be deemed a winner of the judging.

PRIZES

17. The six (6) Entries judged to be the best from all eligible Entries received during the Promotional Period will each win one (1) KFC Wedding prize package valued at up to \$35,000. The total promotional prize value is **\$210,000**.

Each KFC Wedding prize package consists of:

- a. KFC themed registered marriage celebrant;
 - b. Custom KFC Buckets;
 - c. KFC themed photo booth;
 - d. KFC themed music entertainment; and
 - e. Wedding catering from a KFC food truck at the venue (incl. KFC food and non-alcoholic beverages as nominated by the Promoter).
18. Winners acknowledge that the Promoter, its agency and any third party photographer(s) and/or videographer(s) engaged by the Promoter for the purpose of capturing promotional footage (collectively, the **KFC Crew**), may elect to attend a winner's wedding, and may elect to record the wedding ceremony and/or reception at the venue for commercial purposes. If the Promoter plans to attend and film a wedding ceremony and/or wedding reception, this will be communicated to the relevant winner in advance of the relevant winner's wedding date.
 19. The Promoter makes no guaranteed that a winner's wedding and/or reception will be filmed, or that a winner will appear in the final version of any promotional footage or photography that is communicated to the public. The relevant winner acknowledges that the KFC Crew are free to edit the footage and depict the relevant winner as they see fit. The KFC Wedding prize package represents the total remuneration offered to a winner for their appearance in the promotional footage. No compensation will be payable to a winner if the Promoter elects not to film a winner's wedding and/or reception.
 20. Components of the KFC Wedding prize package are offered on the basis that they are taken together, on the winner's wedding day, and as offered. To the extent that a winner declines to accept a prize component, no replacement prize will be offered and no compensation will be payable to the winner for the difference in prize value.
 21. For the avoidance of doubt, all additional costs not expressly stated, but which may be incurred by an Entrant in respect of their wedding and/or the Entrant's participation in the promotion remain the responsibility of the Entrant and their partner/fiancé. Such additional costs include

but are not limited to wedding invitations, venue costs, transport, accommodation, wedding cake, wedding clothing, photographers, videographers, additional catering, rings, music, bar services or honeymoon (if applicable).

22. Prizes are not transferable or exchangeable and cannot be taken as cash (unless otherwise indicated). Prizes must be taken as offered and cannot be varied. A prize cannot be used or redeemed in conjunction with any other offer. The Promoter accepts no responsibility for any tax implications that may arise from prize winnings. Independent financial advice should be sought. The Promoter accepts no responsibility for any variation in prize value. All prize values are the recommended retail price including GST.
23. A prize cannot be sold, scalped, auctioned, raffled, pledged or promoted as an incentive or reward by any third party as an inducement for any person or other entity to enter into any commercial or other arrangements with that third party. If a prize is obtained through any of these methods, it will not be honoured by the Promoter or prize supplier.
24. The Promoter reserves the right to request a winner produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the identity and age of the winner before issuing a prize.
25. It is a condition of accepting and participating in a prize that the winner and their partner/fiancé will be required to sign legal release(s) (including prize acceptance release(s)) in a form determined by the Promoter in its absolute discretion.
26. It is the winners' responsibility to ensure the food and/or beverage(s) included in the prize are consistent with their own and their guests' dietary requirements.

GENERAL

27. Entrants can only enter in their own name. Entrants who provide incorrect, misleading or fraudulent information are ineligible to participate in the promotion and all entries of an Entrant who is deemed by the Promoter to have provided incorrect, misleading or fraudulent information may, at the discretion of the Promoter, be deemed invalid. The Promoter reserves the right to request the Entrant produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the Entrant's identity, age, residential address, eligibility to enter and claim a prize, and any information submitted by the Entrant in entering the promotion, before issuing a prize. If any documentation required by the Promoter is not received by the Promoter (or its nominated agent) or an Entrant or entry has not been verified or validated to the Promoter's (or its nominated agent's) satisfaction then all the entries of that Entrant may be ineligible and deemed invalid.
28. Prizes will only be awarded following any winner validation and verification that the Promoter, or its nominated agents, requires in their sole absolute discretion.
29. Entrants are solely responsible and liable for their entries and any other information they transmit to other Internet users. The Promoter may delete or request the deletion of any content posted on the Promotional Page in accordance with its prevailing terms and conditions of use. Any entries that are removed by the Promoter from the Promotional Page will not be considered eligible entries for the purpose of the promotion. The Promoter is not responsible and excludes all liability (to the greatest extent allowable by law) for the content of any entries submitted for the purposes of the promotion (including but not limited to any illegal, incorrect or inaccurate content or third party advertising).
30. Without limiting any of the provisions of these Conditions of Entry, the Promoter requires that each Entry fully complies with these Conditions of Entry and must not include or make reference to the Intellectual Property Rights of any person including but not limited to any visible logos, drawings, cartoons, phrases, trade marks, copyrighted material, mark that identifies a brand or other third party materials (excluding the Promoter) where required for Entry into the promotion), unless the Entry is submitted with the written consent of the owner of the applicable Intellectual Property Rights. An Entry submitted without obtaining such written consent may

result in the Entry becoming invalid for the purposes of the promotion and/or the Entrant being subject to legal liability.

31. All right, title and interest, including in all Intellectual Property Rights, in all promotional materials and in the Promoter's brands, logos, trading names, products and/or services and the Promotional Page will remain or be vested in the Promoter. Participation in the promotion by an Entrant will not under any circumstances be taken to constitute a transfer, assignment or grant of any ownership rights in any promotional material or in any of the Promoter's brands, logos, trading names and products and/or services. The Promoter, on a case by case basis and to the extent required, grants to each Entrant a non-exclusive licence for the Promotional Period to use the promotional material and the Promoter's brands, logos, trading names and products and/or services solely for the purpose, and to the extent necessary, to enable each Entrant to participate in the promotion.
32. By entering the promotion, each Entrant absolutely and unconditionally assigns to the Promoter (and agrees to use their best endeavors to procure any relevant third parties to absolutely and unconditionally assign to the Promoter) all right, title and interest in all Intellectual Property Rights in their entry. An entry and all Intellectual Property Rights subsisting in the entry irrevocably become, at time of entry, the property of the Promoter. Each Entrant must, upon request by the Promoter, execute all documents and perform all acts necessary to vest all Intellectual Property Rights in their entry in the Promoter. Each Entrant also expressly consents for the benefit of the Promoter to all or any acts or omissions that would ordinarily constitute an infringement of the Entrant's moral rights in relation to all Intellectual Property Rights in their entry pursuant to the *Copyright Act 1968* (Cth), including the Promoter having an unfettered right to treat the entry in any manner at its sole discretion, to alter the entry in any manner and to the Promoter not attributing authorship of the entry to the Entrant.
33. As a condition of entering this promotion, each Entrant consents to, in the event they are a winner, the Promoter using the Entrant's entry, name, locality (including suburb and State or Territory of residence), likeness, image and/or voice (including photograph, film and/or recording of the same) in any media worldwide for an unlimited period of time without further notification, remuneration or compensation for the purpose of promoting, publicising or marketing the promotion (including any outcome), and/or promoting any products or services manufactured, distributed and/or supplied by the Promoter. The Promoter takes no responsibility for the footage or any editing of the footage by third parties. The Entrant and their partner/fiancé agree that, in the event they are a winner, the Entrant and their partner/fiancé will participate in all reasonable promoted activities in relation to the promotion as requested by the Promoter and its agents and sign any additional documents reasonably required by the Promoter to give effect to this condition.
34. To the extent permitted by law, each Entrant indemnifies, and must defend and hold harmless, the Promoter and its employees, servants, agents and contractors, from and against all Losses arising from: (i) a breach by the Entrant of any of these Conditions of Entry; (ii) any third party claim arising directly or indirectly from a breach by the Entrant of any of these Conditions of Entry; (iii) a negligent, willful or otherwise wrongful act or omission of the Entrant; (iv) fraudulent or dishonest acts or omissions by the Entrant; (v) any breach by the Entrant of any applicable Laws; (vi) any claim by any third party (including individuals, legal entities and governmental departments or agencies) arising directly or indirectly as a result of the Entrant entering the Promotion; (vii) the death of, or personal injury to, any person or any damage to, or loss or destruction of, any real or tangible personal property, to the extent caused by any act or omission of the Entrant; and (viii) any claim or allegation that the Entrant's Entry infringes a third party's Intellectual Property Rights or constitutes an unlawful disclosure or misuse or misappropriation of another party's trade secret or confidential information.
35. If the prize becomes unavailable, for any reason beyond the Promoter's reasonable control, then a comparable prize or prize element of equal or greater value will be awarded in lieu.
36. If the promotion is not capable of running as planned for any reason beyond the reasonable control of the Promoter, including because of war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or any which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter reserves the right, in its

sole discretion, to cancel, terminate, modify or suspend the promotion and/or if necessary to provide alternative prize(s) to the same value as the original prize.

37. The Promoter and its associated agencies and companies exclude all liability (including negligence) except for any liability that cannot be excluded by law (including any applicable consumer guarantee under the Australian Consumer Law, Schedule 2 of the *Competition and Consumer Act 2010* (Cth)), for any direct or indirect injury, loss and/or damage arising in any way out of the promotion. This includes, but is not limited to: (i) technical malfunctions, delays or failures, including those resulting from accessing any materials related to this promotion and any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this promotion as a result of any technical malfunctions, delays or failures; (ii) theft, unauthorised access or third party interference; (iii) lost or damaged entries, prize claims or prize(s); and/or (iv) acceptance and/or use of any prize.
38. The Promoter reserves the right to verify the validity of any and all entries and to disqualify any Entrant for: (a) tampering with the entry process; (b) submitting an entry which is not in accordance with these Conditions of Entry; or (c) engaging in any unlawful or other improper conduct calculated to jeopardize the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
39. Any attempt to cause malicious damage or interference with the normal functioning of the Promotional Page, or the information on the Promotional Page, or to otherwise undermine the legitimate operation of this promotion may be a violation of criminal and civil Laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law. If the Promoter suffers loss or incurs any costs in connection with any breach of these Conditions of Entry or any other legal obligation by an Entrant, the Entrant agrees to indemnify the Promoter for those losses, damages and costs.
40. KFC is committed to helping its customers make informed decisions about their food and beverage choices. KFC provides healthier food and beverage options for adults and children and ensures nutritional information is easily accessible to its customers. Nutritional information is available on websites, including on its website (www.kfc.com.au), in its restaurants and, wherever possible, on product packaging.
41. All of the Promoter's decisions in respect of the promotion are final and no correspondence will be entered into.

PRIVACY

42. The Promoter' and/or its agency (Ogilvy (Sydney) Pty Ltd), collects Personal Information about an Entrant and their partner/fiancé, where appropriate, to award the prizes and administer the promotion. If the Personal Information requested is not provided, the Entrant cannot be eligible to be awarded a prize for this promotion.
43. The Promoter, will provide to the Entrant, at time of entry into the promotion (or as soon as reasonably practicable thereafter), a collection statement that details the Personal Information being collected, the purpose of its collection, where the Personal Information will be stored and how it will be shared with third parties. The collection statement will comply with the Promoter's disclosure obligations under the *Privacy Act 1988* (Cth).
44. Entrants can gain access to, update or correct any of their Personal Information held by the Promoter by contacting the Promoter's Privacy Officer at Privacy.OfficerAUS@yum.com. All Personal Information will be stored by the Promoter in accordance with the Promoter's Collection Statement and Privacy Policy. A copy of the Promoter's Collection Statement Privacy Policy in relation to the treatment of Personal Information collected may be obtained at www.kfc.com.au/privacy.aspx.
45. By entering the promotion, Entrants acknowledge that a further primary purpose for collection of the Entrant's Personal Information by the Promoter is to contact the Entrant in the future with information about the Promoter, including special offers, market research or to provide the Entrant with marketing materials via any medium including mail, telephone and commercial electronic messages (SMS (Short Message Service), MMS (Multimedia Message Service), IM

(Instant Messaging) and email) or any other form of electronic, emerging, digital or conventional communications channel whether existing now or in the future. The Promoter may share an Entrant's Personal Information with its Australian and overseas related companies, promotional partners, servants, employees, agents and trusted third parties who may contact the Entrant for their legitimate commercial purposes, including special offers, market research or to provide the Entrant with marketing materials in this way. By entering the promotion, Entrants acknowledge and agree that the Promoter and any applicable third parties may use their Personal Information in the manner set out in this condition.

46. In these Conditions of Entry: "**Australian Consumer Law**" means Schedule 2 of the *Competition and Consumer Act 2010* (Cth). "**Intellectual Property Rights**" means all present and future rights of whatever nature anywhere in the world including, but not limited to, rights in respect of or in connection with copyright, inventions (including patents), trade marks, service marks, trade names, domain names, designs, confidential information, trade secrets and know-how and similar industrial, commercial and intellectual property rights, whether or not registered or registrable, and includes the right to apply for the registration of such rights, and whether existing in Australia. "**Laws**" means all laws including rules of common law, principles of equity, statutes, regulations, proclamations, ordinances, by-laws, rules, regulatory principles and requirements, statutory rules of an industry body, statutory mandatory codes of conduct, writs, orders, injunctions, judgments, and generally accepted accounting principles in Australia. "**Losses**" means loss, damage, liability, charge, expense or cost (including all reasonable legal and other professional costs on a full indemnity basis) of any nature or kind. "**Personal Information**" means, for the purpose of the *Privacy Act 1988*(Cth), information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether the information or opinion is recorded in a material form or not.
47. **Promoter:** Kentucky Fried Chicken Pty Limited (ABN 79 000 587 780) and KFC Adco Limited (ABN 22 083 047 992) both of 20 Rodborough Road, Frenchs Forest NSW 2086. Telephone: 02 9930 3233.