

Shopkins Drawing 2019 Instagram Competition Terms & Conditions

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS IS A SKILL-BASED COMPETITION. VOID WHERE PROHIBITED BY LAW. MANY WILL ENTER. FEW WILL WIN. OPEN TO LEGAL RESIDENTS OF AUSTRALIA, USA, CANADA (EXCLUDING QUEBEC) AND UK, 13 YEARS AND OLDER. PROMOTER OBTAINS EXCLUSIVE OWNERSHIP RIGHTS TO YOUR ENTRY. BY ENTERING THE COMPETITION, YOU (“ENTRANT” OR “YOU”) (OR YOUR PARENT OR LEGAL GUARDIAN IF YOU ARE UNDER THE AGE OF MAJORITY) MUST AGREE TO THESE OFFICIAL RULES, WHICH CREATE A CONTRACT SO READ THEM CAREFULLY BEFORE ENTERING.

1. Information on how to participate and Prize details (defined in Section 9) form part of these terms and conditions (“**Terms and Conditions**”). The submitting of an Entry (defined in Section 6 below) in the Shopkins Drawing 2019 Instagram competition (“**Competition**”) is deemed acceptance of these Terms and Conditions.
2. Entry is only open to legal residents of (a) Australia; (b) United States of America and District of Columbia (USA); (c) Canada, excluding the Province of Quebec; and (d) United Kingdom (UK), 13 years or older, except employees and immediate families and household members (spouse, sibling, etc.) of the Promoter, associated companies and agencies and participating outlets.
3. If you are under the age of majority in your state of residency as at the start date of the Competition you must obtain your parents’ or legal guardians’ prior permission to enter and provide your parents’ or legal guardians’ email address.
4. The Promoter may verify this consent by sending an email to your parent or legal guardian to confirm their agreement to these Terms and Conditions. The Promoter reserves the right to verify the validity of Entries and to disqualify any Entrant who tampers with the entry process or who submits an Entry that is not in accordance with these Terms and Conditions. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
5. For Australia, this Competition opens at 12:01am on 5 May 2019 (AEST) and will continue until 12:01am on 22 May 2019 (AEST);
For USA, this Competition opens at 7:01am on 4 May 2019 (PDT) and will continue until 7:01am on 21 May 2019 (PDT);
For Canada, this Competition opens at 9:01am on 4 May 2019 (CCDT) and will continue until 9:01am on 21 May 2019 (CCDT); and
For UK, this Competition opens at 3:01pm on 4 May 2019 (BST) and will continue until 3:01pm on 21 May 2019 (BST),
(“**Competition Period**”).
6. Individuals can enter this Competition by creating and drawing their own Shopkin inspired by themselves and then taking a photo of themselves with the drawing and uploading the image to their personal Instagram account Story with the hashtags: #SPKByMe and #Contest (or #Sweepstakes), ensuring the post is “public” and available to be viewed by the public to allow judging (“**Entry**”).
7. Incomplete, illegible or indecipherable Entries will be deemed invalid.

8. All eligible Entries received during the Competition Period will be reviewed by a panel of independent judges chosen in Promoter's sole discretion ("**Judges**"). Judges will judge each Entry based on the following criteria (weighted according to the accompanying percentage): (a) creativity (70%); and (b) originality (30%). Subject to verification, five (5) Prizes (as described in Section 9 below) will be awarded to the five (5) winning Entries. In the case of a tie, the tie will be broken by comparing such tied Entries' rank in the first criterion and then in the second criterion, as needed to break the tie.
9. Subject to verification, three (3) Prize winners will each receive the following "Prize":
 - one (1) instance of their entry appearing on the official Shopkins Instagram Stories Account
 - two (2) Shopkins Pez Pack;
 - one (1) Shopkins Fun Pack;
 - one (1) Shopkins 4 Sheets Sticker Pack;
 - one (1) Shopkins Scrapbook Activity Set;
 - one (1) Shopkins Superdeluxe Art Set;

The approximate retail value of each Prize is USD \$52.76.

The total approximate retail Prize pool value for this Competition is USD \$158.28. Prize values are based upon recommended retail prices at the time of printing (exclusive of sales tax). The Promoter does not accept any responsibility for any change in Prize value between the date of printing and the Prize redemption date. The Promoter reserves the right in its sole discretion to substitute a Prize in whole or in part with one of comparable or greater value.

10. This is a game of skill and chance plays no part in determining any of the Prize winners.
11. Judging of the Prizes will take place at 29 Grange Road, Cheltenham, Victoria, 3192, Australia on Thursday, 23 May (AEST) ("**Prize Determination Date**").
12. All valid Entries will be assessed in the judging process. The Promoter's decision regarding the award of Prizes is final and binding and no correspondence will be entered into.
13. Prize winners will be notified by direct messaging to the Instagram account by which they entered the Competition within 24 hours of the Prize Determination Date. Prizes will be sent within thirty (30) days of the Prize Determination Date.
14. If for any reason this Competition is not capable of running as planned (including but not limited to) infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Competition, the Promoter reserves the right in its sole discretion to disqualify any Entrant who tampers with the entry process, and, subject to any written directions given by the various Lottery Departments, to cancel, terminate, modify or suspend the Competition.
15. The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, internet server providers, computer equipment, software, technical problems or traffic congestion on the internet or at any website, or any combination thereof, (including but not limited to) any injury or damage to Entrant's or any other person's computer, smart phone or device related to or resulting from participation in, downloading or uploading any materials in this Competition.

16. Any costs associated with accessing Instagram is the Entrant's responsibility and is dependent on the internet service provider used.
17. The Promoter is not responsible for any issues in relation to accessing Instagram as Instagram is run by a separate entity and there may be issues in using Instagram which are out of the control of the Promoter. Instagram has its own regulations in relation to information being posted within its platform and the Promoter refers you to those rules and conditions (available at: <https://help.instagram.com/581066165581870>), which are in no way associated with the Promoter or related to this competition.
18. The Promoter and Instagram shall not be liable for any loss or damage whatsoever which is suffered, including but not limited to indirect or consequential loss or damage, or for personal injury or death, or property damage which is suffered or sustained (whether or not arising from any person's negligence) as a result of participating in this Competition or accepting or using any of the Prizes, except for any liability which cannot be excluded by law.
19. In the event of war, terrorism, state of emergency or disaster the Promoter reserves the right to cancel, terminate, modify or suspend the Competition subject to any written directions from the various Lottery Departments.
20. The Promoters accept no responsibility for late, lost or misdirected Entries or Entries not received for any reason.
21. Entries will be deemed to be accepted at the time of receipt and not at the time of transmission.
22. If the Promoter is unable to contact a winner that Prize shall be awarded to the next best valid Entry received. The Promoter will not be liable for a winner who cannot be contacted. Any winner that cannot be contacted forfeits their Prize and no correspondence will be entered into. Winners have fourteen (14) days from date of notification under clause 13 to respond in order to claim the applicable Prize.
23. Entrants may enter this Competition as many times as they like, provided that (a) each Entry submitted is a substantially unique Entry; and (b) each Entry is submitted separately and in accordance with Entry requirements.
24. Prize winners (or the parent or legal guardian if the winner is under the age of majority) must provide a valid street delivery address. The Promoter will make all reasonable efforts to deliver the Prizes to the delivery addresses provided. The Promoter cannot guarantee that any Prizes returned to the Promoter due to non-delivery at the provided address will be re-sent to the Prize winner, unless an alternative, valid delivery address is provided. The Promoter and its associated agencies, and companies associated with this Competition will take no responsibility for Prizes damaged or lost in transit.
25. The Promoter reserves the right to request winners or their parent or legal guardian to sign a winner's deed of release or any other relevant forms or agreements that the Promoter deems necessary, to verify proof of identity, proof of age, proof of entry, proof of residency at the nominated Prize delivery address in order to claim a Prize. Proof of identification, residency, age or entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner or their parent or legal guardian cannot provide suitable proof, the winner will forfeit the Prize in whole and no substitute will be offered.
26. The Promoter's decision in relation to any aspect of this Competition is final and binding on each person who enters. No correspondence will be entered into.

27. The Promoter accepts no responsibility for any tax liabilities associated with, or that may arise from, winning a Prize. Winners may be required to provide Promoter with a valid social security number or tax identification number before the Prize will be awarded for tax reporting purposes. Unclaimed Prizes will be forfeited.
28. All Entries become the property of the Promoter and your Entry will not be returned to you at the end of the Competition. You agree that all of the rights including all intellectual property rights in your Entry, belong to the Promoter and you assign all rights you may have to the Promoter upon you sending an Entry. You agree to do all things which may include signing documents to effect the transfer of these rights to the Promoter. You consent to the Promoter doing anything or omitting to do anything that infringes your moral rights in your Entry including your right to be attributed as the author of your Entry, the right not to have your authorship in the Entry falsely attributed and the right of integrity of authorship.
29. You indemnify the Promoter and Instagram against all liabilities suffered or sustained by the Promoter and Instagram arising from any claim by a third party that your Entry infringes the rights, including the intellectual property rights of any third party.
30. You may not disclose your Entry to anyone other than the Promoter. You may only use your Entry to participate in this Competition. You may keep a copy of your Entry for your personal records.
31. Entrants consent to the Promoter using the entrant's name and Entry (except where prohibited by law) in any media for an unlimited period of time without remuneration for the purpose of promoting this Competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
32. The Promoter reserves the right, in its sole discretion, to disqualify any Entrant who tampers with the entry process, or who submits an Entry that is not in accordance with these Terms and Conditions, or who is engaged in any unlawful or improper misconduct calculated to jeopardize the fair and proper conduct of this Competition.
33. Prizes are not transferable and cannot be exchanged for cash. If a nominated Prize cannot be provided, the Promoter reserves the right to supply an alternative Prize of similar monetary value.
34. This Competition is in no way sponsored, endorsed or administered by, or associated with Instagram.
35. Information collected from Entrants is subject to Promoter's Privacy Policy. By entering the Competition you accept the Promoter's Privacy Policy (at <http://www.moosetoys.com/privacy-policy>).
36. Any questions, comments or complaints regarding this Competition should be directed to Moose Enterprise Pty Ltd at 29 Grange Road, Cheltenham, Victoria, 3192, Australia. The information you provide will only be used in the ways outlined in these Terms and Conditions.
37. These Terms and Conditions constitute the entire agreement between you and the Promoter with respect to this Competition. These Terms and Conditions are governed by the laws of the State of Victoria, Australia.
38. To obtain a copy of these Terms & Conditions or for notification of the winners, send a self-addressed stamped envelope to: Moose Enterprise Pty Ltd at 29 Grange Road, Cheltenham, Victoria, 3192, Australia. Please specify whether you are requesting a copy of these Terms

& Conditions or a winners' list and the name of the Competition. Requests for winners' lists must be received no later than three (3) months after the end of the Competition Period.

39. The Promoter is Moose Enterprise Pty Ltd (ABN 94 092 667 055), 29 Grange Road, Victoria, 3192, Australia.