

KIT KAT Chunky Double Choc Crisp Photo & Video Competition

Promotion - Terms & Conditions

1. Information on how to enter & prizes form part of these terms & conditions. Any entry not complying with these terms and conditions is invalid.
2. Entry is open to residents of Australia who are aged 17 years or older and who are not an employee of the Promoter or the Promoter's related companies, and any agencies associated with this promotion and their immediate families (including spouse, defacto spouse, parent, child or sibling (whether full, half, step or by adoption). Entrants under the age of 18 must have the permission of their parent or guardian to enter the promotion. For any winner under 18 years of age, the prize will be awarded to their parent or guardian on their behalf.
3. The competition commences at 9:00 am AEST on 20/08/2015 and closes at 11.59pm AEST on 27/09/2015 ('Promotional Period').
4. To enter a Participant must upload a photo or video of themselves enjoying a KIT KAT Chunky Double Choc Crisp using the Hashtag *#kitkatse* or upload the photo or video on the respective competition page (1. Uploading an Instagram photo: <http://s-edg.com/photokitkatse>; 2. Uploading an Instagram video: <http://s-edg.com/videokitkatse>; 3. Uploading a non-Instagram photo or video: <http://s-edg.com/kitkatse>), where applicable within the Promotional Period. Video clips are not to exceed 15 seconds in length. All eligible entries will be automatically entered into the judging ('Eligible Entrant'). Maximum of one entry per person.
5. Entrants using Instagram to submit their entry must ensure their Instagram account is set to 'public' and their photo or video remains viewable on Instagram until 03/10/2015. Failure to do so may result in disqualification.

6. No responsibility is accepted for lost entries.
7. The Promoter reserves the right to verify the validity of entries and reserves the right to disqualify any entrant for tampering with the entry process, or for submitting an entry that is not in accordance with these terms and conditions. Entrants must ensure that they are the creator of the photo or video.
8. The judging will take place at 2.00pm (AEST) at Student Edge, 2/454 Roberts Road, Subiaco, WA 6008 on 02/10/2015. Eligible entries will be judged on merit. The first winning entry selected from all eligible entries received during the promotion will each win an Apple Watch (38mm) valued at \$499.00 and an iPhone 6 16GB valued at \$999.00. The next 5 runners-up will receive a KIT KAT hamper valued at \$80.00 each.
9. Prizes will be awarded to the entrant or the Instagram account holder, regardless of how many persons feature in the photo or video.
10. The winners will be notified by phone & in writing by email within 2 working days of the judging.
11. Prize is not transferable or redeemable for cash.
12. Prize value is correct at time of printing but no responsibility is accepted for any variation in the value of the prize.
13. The Promoter is not liable for any loss or damage whatsoever which is suffered, including but not limited to indirect or consequential loss, or for personal injury suffered or sustained during the course of accepting or using the prize, except for any liability which cannot be excluded by law.
14. Promoter's decision is final and no correspondence will be entered into.

15. The Promoter may conduct an unclaimed prize judging at the same time and place as the original judging three months after the date of the original judging, to distribute any prize unclaimed by that date, subject to any applicable law. The winning entry judged will win the unclaimed prize/s. The winner/s, if any, will be notified in writing by email within 2 working days after the date of the unclaimed prize judging.
16. All entries become the property of the Promoter and its client. All entries will be entered into a database and the Promoter and its client may use the entrants' names, addresses, telephone numbers and the winners' names and addresses, photographs and videos for future promotional, marketing and publicity purposes in any media worldwide without notice and without any fee being paid. Consent is deemed to be given by entrants upon submitting an entry.
17. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Promoter's Privacy Policy contains information about how you can access and request the correction of your personal information. The Promoter's Privacy Policy also contains information about how you can make a complaint about a breach of the Australian Privacy Principles and how the Promoter will deal with your complaint. You can view the Privacy Policy at: <http://studentedge.com.au/Footer-Links/Privacy.aspx> . You can contact the Promoter's Privacy Officer by email at support@studentedge.com.au. All entries become the property of the Promoter. By entering the Promotion, you agree to the Promoter using and disclosing your personal information in accordance with these terms and conditions and with the Promoter's Privacy Policy.

18. The Promoter may communicate or advertise this competition using Facebook. The competition however, is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants are providing their information to the Promoter and not to Facebook. Each entrant completely releases Facebook from any and all liability.
19. Entrants acknowledge that all content posted on Facebook must be in accordance with Facebook terms (<http://www.facebook.com/terms.php>).
20. The Promoter shall not be liable for any loss or damage whatsoever that is suffered by any entrant or winner (including but not limited to indirect or consequential loss), or for any personal injury suffered or sustained as a result of taking any prize, except for any liability that cannot be excluded by law. The Promoter shall not be responsible for any entries that are not received or are otherwise interfered with due to problems with the internet or telecommunications services.
21. If for any reason this promotion is not capable of running as planned due to any reason, including unauthorised intervention, fraud, or any other causes beyond the control of the Promoter, which corrupt or affect the administration security, fairness, integrity or proper conduct of this promotion, the Promoter reserves the right (subject to any applicable law) in its sole discretion to disqualify any individual who tampers with the entry process.
22. In the case of the intervention of any outside agent or event which naturally changes the result or prevents or hinders its determination, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strikes; the Promoter may in its absolute discretion cancel the promotion and recommence it from the start on the same conditions subject to state legislation.

23. The Promoter is Student Edge Pty Ltd (ABN 78116154904) 2/454 Roberts Road Subiaco WA 6008.