

**Terms and Conditions – Colgate #sportysmile Campaign**

1. Information on how to participate and donations form part of these conditions. By submitting a photo captioned #Sportysmile and otherwise participating in this campaign, Participants agree to be bound by these conditions. Submissions must comply with these conditions to be valid.
2. Entry is open to residents of Australia aged 18 years of age and over with a valid Facebook or Instagram account.

Employees and their immediate families of the Promoter and its agencies associated with this campaign are ineligible to enter.

3. The campaign commences at 00.01 AEDT on 15 May 2017 and closes at 23.59 AEDT on 31 July 2017 (“**Campaign Period**”). Submissions must be received by the Promoter during the Campaign Period. Submissions received after 31 July 2017 will not be accepted.
4. To participate, Participants must, during the Campaign Period:
  - (a) access your own personal Facebook account and upload a photograph of a great Sporty Smile along with the hashtag #Sportysmile. Ensure that your photo is made ‘public’ when posting so it is viewable for counting purposes; or
  - (b) access your own personal Instagram account and upload a photograph of a great Sporty Smile along with the hashtag #Sportysmile. Ensure that your photo is made ‘public’ when posting so it is viewable for counting purposes.

“**Platform**” means Facebook or Instagram, as applicable.

Multiple submissions will be accepted, however, each photograph must be unique and submitted separately. If the same photograph is uploaded more than once, only the first submission of the photograph will be valid.

Each photograph does not need to feature the entrant and may feature other people.

5. The Promoter will donate \$1 to Souths Cares (the charity initiative of the South Sydney Rabbitohs) to support the local community and address social need across the South Sydney region for each photograph that is uploaded with the hashtag #Sportysmile in accordance with these terms. If a Participant deletes a photo from the Platform, no money will be deducted from the total donation to Souths Cares. For the avoidance of doubt, the Promoter will donate \$1 for every photograph uploaded as per clause 4 up to the total cap set out in clause 7, rather than \$1 for each smile in the photograph.
7. The Promoter’s total maximum donation to Souths Cares over the entire Campaign Period for donations made in accordance with these terms is \$5,000.
8. Donations are not redeemable for cash.

9. By uploading a photograph to participate in accordance with clause 4, each participant agrees that:
  - (a) the photograph may be made available for public viewing;
  - (b) each person depicted in the photograph uploaded must be decently dressed and presented and the photograph must not be inappropriate, derogatory or otherwise offensive to any person;
  - (c) all photographs are subject to the approval of the Promoter. The Promoter reserves the right to vet all submissions at any time and may request the removal of any entries from Facebook or Instagram at any time in its absolute discretion. However, the Promoter is not responsible for any photographs uploaded to any Platform and visitors to the Platform view it at their own risk;
  - (d) participants must own the copyright in the photograph uploaded or be entitled and have permission to use the photograph in the manner contemplated by these terms, including use of the photograph for promotional purposes in accordance with clause 11 and clause 12;
  - (e) the participant has the permission of each other person featured in the photograph, or, if any other person is under the age of 18, the permission of their parent or legal guardian, to submit the photograph in accordance with these terms and conditions, including consent to each condition in this clause 9; and
  - (f) the participant has notified each other person featured in the photograph, or, if any other person is under the age of 18, that person's parent or legal guardian, of the Promoter's privacy policy (available at [www.colgate.com.au/app/Colgate/AU/Corp/LegalPrivacy.cvsp](http://www.colgate.com.au/app/Colgate/AU/Corp/LegalPrivacy.cvsp)) and each person or parent or legal guardian (as the case may be) has agreed to that privacy policy.
10. The Promoter assumes no responsibility for any failure to receive an entry or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches. If such problems arise, then the Promoter may modify, cancel, terminate or suspend the campaign.
11. Participants consent to the Promoter using their name, image and/or in any media for an unlimited period of time without remuneration for the purpose of promoting this competition (including any outcome) and/or promoting any products manufactured, distributed and/or supplied by the Promoter.
12. Participants confirm and promise that their photographs are original and do not infringe the intellectual property rights of any third party. Further, Participants agree that the Promoter has an unrestricted, irrevocable, transferable, divisible right and licence to use and modify any photographs submitted by the Participant for the purposes of the Promoter's business and for promoting, publicizing or marketing this campaign, without the payment of any further fee or compensation. Participants consent to the Promoter using their name, image and/or in any media for an unlimited period of time without remuneration for the aforementioned purposes. If requested by the Promoter, the Participant agrees to sign any further documentation required by the Promoter to give effect to this arrangement. To the extent permitted by law, Participants unconditionally and irrevocably consent to any act or omission that would otherwise infringe any moral rights in their entry.
13. Participants acknowledge that use of the Platforms is subject to the terms and conditions of that Platform. The Promoter is not responsible or liable for any loss, damage or injury suffered by any participant as a result of the conduct of any of the Platforms, including the decision of any Platform to remove or not remove any photographs, except for liability which cannot be excluded by law. In particular, the thoughts and views expressed on each of the Platforms, are only the thoughts and views of the individual that posted them. They are not representative of the opinions

of the Promoter, nor does the Promoter confirm, guarantee or warrant the accuracy, completeness or usefulness of any post. This campaign is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. It is a condition of participating that each participant grants a complete release to Facebook from any claims that they now have or may have in the future which relate to or are incidental this campaign.

13. All submissions remain the property of the Promoter. Details from submissions will be collected and used for the purposes of conducting this campaign (which may include disclosure to third parties for the purpose of processing and conducting the campaign) and for promotional purposes surrounding this campaign. By participating in this campaign, Participants consent to the use of their information as described and agree that the Promoter may use this information, or disclose it to other organisations that may use it, in any media for future promotional, marketing and publicity purposes without any further reference or payment to the Participant. Participants may access, change and/or update their personal information and obtain a copy of the Promoter's privacy policy and Privacy Collection Statement by contacting the Promoter on (02) 9229 5600 during office hours or visiting [www.colgate.com.au/app/Colgate/AU/Corp/LegalPrivacy.cvsp](http://www.colgate.com.au/app/Colgate/AU/Corp/LegalPrivacy.cvsp).
14. The Promoter is Colgate-Palmolive Pty Ltd (ABN 79 002 792 163) of 345 George Street, Sydney NSW 2000.