

This document sets out the terms of participation in **Powrgard<sup>®</sup> Mouthguard's** Photo Competition.

1. The promoter of this Competition is Myofunctional Research Company, trading as **Powrgard<sup>®</sup> Mouthguards** (the "Promoter") (ABN 20 793 778 132), Unit 1/44 Siganto Drive, Helensvale, QLD, Australia.
2. Entry to the Competition is open to residents of Australia. An entrant must be an individual and not a company or organisation. Entrants under 18 years of age must have the consent of their parent or guardian to enter. Employees of the Promoter or any person associated with the Competition, or any organisation or individual associated with the provision of the prize(s) are not eligible to enter.
3. Each entry must be entered in accordance with these Terms and Conditions. By entering the Competition, each entrant agrees to be bound by these Terms and Conditions. The Promoter may in its discretion refuse to award any prize to any entrant who fails to comply with these Terms and Conditions. All relevant instructions on the Promoter's website, [www.powrgardmouthguards.com](http://www.powrgardmouthguards.com), form part of these Terms and Conditions.
4. Entry into the Competition is free.
5. The Competition opens at 9am on Monday 2nd February 2015 and closes at 12 midday on Monday 30th May 2015 ("Competition Period"). Any entry received after the expiry of the Competition Period will be deemed invalid. No responsibility is accepted for late, lost, delayed or misdirected entries.
6. To enter the Competition, you must:
  - (a) Like the **Powrgard Sports** Facebook page.
  - (b) Post a photograph of you and your purchase of a **Powrgard<sup>®</sup> Mouthguard** to the **Powrgard Sports** Facebook page within the competition period.
  - (c) 25 word description of why you purchased the product, what sporting organisation you are a member of and place of purchase.
  - (d) Alternatively email your photo and description to [sales@powrgardsports.com](mailto:sales@powrgardsports.com)
7. Each entry must include a photo and description fitting the entry details.
8. By submitting the Photo and description to the Promoter, you grant the Promoter and its licensees and assignees a non-exclusive licence to exercise all rights in perpetuity throughout the world in the Photo and all other material provided by you to the Promoter at any time.
9. Without limiting the rights granted to the Promoter under point 8, you specifically agree that point 8 grants to the Promoter the non-exclusive right throughout the world to communicate the Photo in whole or in part to the public on any media platform and you grant to the Promoter all associated rights necessary to exercise the above rights.
10. The entrant whose Photo and description is judged by the Promoter's panel of judges to be the best, most original and creative will win the first prize ("First Prize Winner").
11. Chance plays no part in determining the prize winners.
12. The First Prize Winner will receive the following:
  - Xbox 1 or equivalent valued to \$500.00.
  - The winner's sporting organisation will receive sponsorship worth \$1,000.00.
13. The Promoter accepts no responsibility for any variation in prize value.
14. No component of the prizes can be transferred or redeemed for cash. In the event that the prizes becomes unavailable due to circumstances beyond the Promoter's control, the Promoter reserves the right to provide a similar product to the same or greater value as the original prizes, subject to any applicable laws or written directions made under applicable legislation.

15. You warrant that:

- (i) all details provided with your entry are true and accurate;
- (ii) you have all necessary rights and licenses to grant the rights set out in these Terms and Conditions;
- (iii) the Photo is an original work;
- (iv) you are the copyright owner or authorised licensor of all copyright works and subject matter comprising the Photo;
- (v) the exercise of the rights granted to the Promoter in these Terms and Conditions will not infringe the rights of any third parties; and you will indemnify the Promoter against any loss or damage resulting from any breach of these warranties.

16. You acknowledge that the Promoter is under no obligation to exercise any of the rights granted to it by these Terms and Conditions.

17. You agree that the Promoter may use your entry and any personal details provided to the Promoter for any promotional, marketing and publicity purposes of the Promoter in any media without notice and without any fee paid to you.

18. Decisions of the Promoter and its panel of judges are final and will be binding on each person who enters the Competition and no correspondence will be entered into. The name of the prize winners will be announced on the **Powrgard Sports** Facebook page and **Powrgard<sup>®</sup> Mouthguards** website, Monday 1st June 2015. Please allow at least 28 days from the date of notification for the delivery of the prizes.

19. In the event that a prize winner is unable to be contacted, the Promoter will retain the prize for twelve (12) months from the date of the judges' decision. If any prize is not claimed within twelve (12) months of the date of the judges' decision, the judges may determine another winner for the unclaimed prize. A winner of any unclaimed prize will be the prize winner for the purpose of these Terms and Conditions.

20. If there is any event that prevents or hinders the Promoter's conduct of the Competition or the Promoter's ability to deliver the prizes to the prize winners, the Promoter may, in its discretion, cancel the Competition and recommence it at another time under the same conditions or select another winner.

21. The Promoter is not responsible for any incorrect or inaccurate information, or for any of the equipment or programming associated with or utilised in this Competition, or for any technical error that may occur in the course of the administration of this Competition. The Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to or alteration of entries.

22. To the full extent permitted by the law, the Promoter will not be liable for any injury, damages, expenses, or loss whatsoever (whether direct or inconsequential) to persons or property as a result of any person entering into the Competition or accepting or using any prize, including without limitation non-receipt of any prize or damage to any prize in transit.