

**Terms and Conditions for DHL Express Customer Recognition No Time To Die James Bond  
(Competition) 2021.**

**Terms and Conditions Apply to All Entrants**

1. Entry into the Competition constitutes acceptance of these Terms and Conditions.
2. All entry instructions and prize information in relation to the Competition published or made available by the Promoter forms part of these Terms and Conditions.

**Promoter**

3. This Competition is conducted by DHL Express (Australia) Pty Ltd (ABN 62 001 112 929) of Airgate Business Park Building 1, 283-293 Coward Street, Mascot, NSW Australia 2020 (**Promoter**).

**Entrants**

4. Entry is open to all Australian residents who are:
  - a) aged 18 years or older as at time of entry; and
  - b) An owner or employee of Australian businesses with a relevant ABN number trading commercially as a legal entity, which coordinates a significant majority of operations from Australia and which mainly focuses on producing garments and or wearable materials (Eligible Business); and
  - c) A current customer of the Promoter.  
(Eligible Entrant)
5. Management, employees and contractors of the Promoter and other agencies, firms and/or companies associated with the Competition (including suppliers of prizes) and their Immediate Families (**Ineligible Persons**) are ineligible to enter. **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 first cousin.
6. By entering into the Competition, each entrant warrants that he or she meets the entry requirements.

**Time Frame**

7. The Competition will be open from **5:00PM AEDT** Tuesday, 16<sup>th</sup> November 2021 and close at **11:59PM AEDT** Saturday, 4<sup>th</sup> of December 2021 (**Promotion Period**). The Promoter reserves the right to extend or terminate the Competition for any reason.

**Entries**

8. To be eligible to enter, Eligible Entrants need to submit an entry as follows or in such other form as the Promoter expressly consents to in writing (**Eligible Entry**):
  - Entries to be submitted by registering via the form on the website: "<https://shipping.dhl.com.au/dhlxpressnotimetodie/competition>"
  - Include: Name, Contact Phone number, Email address, Active DHL Express Account & Shipper Account name.
  - Applicants must be a current DHL Express account holder.
  - Applicants must send at least one (1) international shipment via DHL Express AU or intend to send at least one (1) international shipment in the next four (4) weeks (from competition start date).
9. Persons who are not Ineligible Persons that submit an Eligible Entry are deemed to have entered the Competition.
10. Only one (1) entry per Eligible Entrant is permitted.

11. The Promoter has the sole discretion to approve or reject the content as an Eligible Entry (even if submitted by an Eligible Entrant). The Promoter reserves the right, at any time, to verify the validity of any entry into the Competition and/or to disqualify any entry that has not been made in accordance with these Terms and Conditions and/or tampers with the entry process of the Competition in any way. Errors and omissions in an entry may be accepted at the Promoter's sole discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

## Judging

12. Incomplete or indecipherable entries will be deemed invalid.
13. The competition is a game of chance.
14. The number of winning entries to be selected will be the same as the total number of Prizes specified.
15. Winners will be determined by random selection and will take place at DHL Express (Australia) Pty Ltd (ABN 62 001 112 929) of Airgate Business Park Building 1, 283-293 Coward Street, Mascot, NSW Australia 2020. Judging by random selection will be conducted by one or more representatives of the Promoter.
16. Each winner will receive a Prize.

## The Winners

17. This is a game of chance. The winners (**Winners**) will be selected at the Promoter's absolute discretion.
18. Eighty (80) Winners will be notified via email before the 9<sup>th</sup> of December 2021. An email will be sent to all DHL Express Customers with the winners and prize details included.
19. The Promoter will use reasonable endeavours to announce the Winners by 10:00am on the 9<sup>th</sup> of December 2021. the Promoter will use reasonable endeavours to notify Winners via email, telephone or by any other means in the Promoter's discretion.
20. The Promoter will provide each winner with instructions on how to claim their Prize. It is the responsibility of each winner to comply with the Promoter's instructions.
21. If the Prize (or a part of the Prize) is not claimed or response given by December, 31st 2021 the Winner forfeits their right to that Prize and that Prize will be distributed at the Promoter's absolute discretion. Promoter is not obliged to substitute the Prize with another Prize or anything else.

## Prizes

22. There will be eighty (80) prizes in Australia (**Prize**). The total potential prize pool value is up to **AUD\$2,640**
23. **The eighty (80) prizes will consist of:**
  - a. 2x Standard admission to the same movie session at Event, BCC, Greater Union or select Village Cinemas across Australia.
  - b. 2 x Small Popcorns to enjoy at Event Cinemas, BCC, Greater Union or select Village Cinemas across Australia.
  - c. Valid for 12 months from date of purchase
24. Promoter is not the supplier of the Prize. The Prize is subject to any conditions imposed by the particular supplier or organiser. If any Prize (or part of the Prize) is unavailable, the Promoter, in its absolute discretion, reserves the right to substitute the Prize (or that part of the Prize) with another Prize or cancel the competition.
25. As a condition of the Prize, the Winner may be required to sign legal documentation in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
26. The Prize (or any unused portion of any Prize) is not transferable or exchangeable, unless otherwise specified.

27. The Promoter does not guarantee the quality of the Prizes or make any warranty in relation to the Prizes.

### **Costs**

28. The Promoter accepts no responsibility for any tax liabilities that may arise from winning a Prize.
29. Any cost, expense or outlay incurred by an Eligible Entrant in connection with the Competition, including those incurred in entering the competition or by accessing a website or online portal, is the Eligible Entrant's responsibility, regardless of whether the Eligible Entrant wins or does not win a Prize.

### **Intellectual Property and Consent**

30. Each Eligible Entrant warrants that it is the owner of, and holds all intellectual property, moral or other rights in the information contained in the Eligible Entry it has submitted. At the time of submitting an Eligible Entry, each Eligible Entrant gives the Promoter an unconditional and irrevocable licence to use all intellectual property, moral or other rights in the Eligible Entry, including for promotional and advertising purposes. Each Eligible Entrant consents to any act or omission which would otherwise constitute an infringement of their intellectual property or moral rights in respect of an Eligible Entry.
31. Eligible Entrants acknowledge and agree that:
- a. they consent to the full use of their entry, and any of its content by the Promoter for any purpose in connection with the Competition or the Promoter, including use which may otherwise infringe the Eligible Entrant's or content creator's moral rights under the *Copyright Act 1968 (Cth)* and warrant that they have the full authority to grant these rights;
  - b. the Promoter has the discretion to:
    - i. publicly display the relevant content on the DHL Facebook or any other website or page in connection with the Promoter; and/or
    - ii. approve or reject the content as an Eligible Entry;
  - c. they may be contacted by the Promoter to provide comments about the Competition and the Promoter (or an agent of the Promoter) may take photos and videos of them;
  - d. the Promoter may use such comments or photos, or any part of the Eligible Entry, including the Eligible Entrant's name (**Materials**) for the Promoter's future promotional and marketing purposes without further reference or compensation to them;
  - e. the Promoter may duplicate, alter, adapt and utilise the Materials as the Promoter wishes at anytime, anywhere and by any means;
  - f. the Promoter may license, authorise or otherwise transfer the rights in the Materials to others to do the same;
  - g. they grant to the Promoter on creation of the Materials a royalty free, perpetual, exclusive and irrevocable licence to use the Materials for any purpose;
  - h. they unconditionally and irrevocably consent to any act or omission that would otherwise infringe any of their moral rights in the Materials (as defined in Part IX of the *Copyright Act 1968 (Cth)*) and present any future rights of a similar nature conferred by statute anywhere in the world whether occurring before or after this consent is given ("**Moral Rights**"); they waive all Moral Rights in the Materials that arise outside Australia; and they agree not to institute, maintain or support any claim or proceeding for infringement of their Moral Rights in the Materials; and
  - i. they consent to the Promoter using their name, likeness, image and/or voice if they are the Winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

### **Disqualification**

32. Eligible Entrants agree that they are fully responsible for any materials they submit via the Competition including but not limited to any video submitted with the entry, comments or images

**(Content).** The Promoter shall not be liable in any way for such Content to the full extent permitted by law.

33. Eligible Entrants warrant and agree that they will:
- a) not submit an entry or Content that contains any material determined by the Promoter, in its absolute discretion, to be obscene, offensive, inappropriate, unlawful or fraudulent, in breach of any intellectual property, privacy, publicity or other rights, defamatory, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
  - b) ensure their Content shall not contain viruses or cause injury or harm to any person or entity;
  - c) obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
  - d) ensure the Content is the original work of the entrant that does not infringe the rights of any third party;
  - e) comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems;
  - f) comply with these Terms and Conditions;
  - g) not tamper with the entry process or engage in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Competition;
  - h) not use any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter the Competition repeatedly; and
  - i) not, in the opinion of the Promoter, tamper or interfere with the entry mechanism in any way, or fail to properly comply with the entry process.
34. Any entrant or entry which fails to comply with these Terms and Conditions is not eligible to win, unless the Promoter exercises its discretion to permit the entry or entrant to remain eligible.
35. The Promoter reserves the right, at any time, in its absolute discretion, to:
- a) refuse to accept any entry and/or disqualify or remove any entry, and to disqualify any individual;
  - b) take such other action in relation to the entry or individual as Promoter deems appropriate and in the interests of the Competition, including making a public statement; and
  - c) verify the validity of entries and Eligible Entrants (including an Eligible Entrant's identity, age and place of residence).

Without limitation, the Promoter may exercise the rights set out in this clause if it has reason to believe that, or deems that, an entrant or entry is in breach of, or likely to breach, these terms and conditions.

36. Incomplete, indecipherable, illegible or incorrect entries are deemed invalid and are ineligible to win. The Promoter is entitled to determine which entries are incomplete, indecipherable, illegible or incorrect, in its absolute discretion. However, errors, omissions and other defects may be accepted at the Promoter's discretion.

## **Privacy**

37. Eligible Entrants' personal information will be collected by or on behalf of the Promoter to enable it to administer the Competition and publicise its winner, and if Eligible Entrant consents, may be used to market its product to the Eligible Entrant. The personal information of the winner may be provided to others assisting in the conduct of the Competition, including the Competition administrator, Prize suppliers and deliverers. The Promoter will use and handle personal information as set out in its Privacy Policy. The Promoter's Privacy Policy is available at <http://www.dhl.com.au/en/legal.html>. Persons may contact the Promoter at [privacy\\_express\\_oc@dhl.com](mailto:privacy_express_oc@dhl.com), as if they were a customer of the Promoter. The entrant agrees that the Promoter can continue to contact them even after this Competition ends.

## **Liability, and Indemnity by Eligible Entrant**

38. By entering and participating, entrant agrees to hold harmless, defend and indemnify Promoter (and any prize supplier) from and against any and all direct and indirect claims, demands, liability, damages or causes of action (however named or described), losses, costs or expenses, and consequential loss with respect to or arising out of or related to (i) entrant's participation in the Competition (ii) breach of any of these Terms and Conditions, or (iii) entrant's participation in any Prize related activities, acceptance of a Prize and/or use or misuse of a Prize (including, without limitation, any property loss, damage, personal injury or death caused to any person(s)).
39. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under any consumer protection laws in the Commonwealth or in the States and Territories of Australia to the extent that by law they cannot be excluded. Except for any liability that cannot by law be excluded, the Promoter (including its respective officers, employees and agents) excludes, to the maximum extent permitted by law, all any and all claims, demands, liability, damages or causes of action (however named or described), losses, costs or expenses, with respect to or arising out of or related to the Competition, any Eligible Entrant or Entry, or these Terms and Conditions, including without limitation in respect of:
- a. any loss or damage (including but not limited to loss of opportunity loss of profit, loss of sales, loss of market, loss of goodwill or reputation) whether direct, indirect, third party claims, incidental, special or consequential, loss of market, loss of contract, arising in any way;
  - b. the flights, accommodation or transfers or other travel services provided pursuant to any prize awarded under this Competition (Eligible Entrants deal with any third party providing such services entirely at their own risk);
  - c. any personal injury;
  - d. property damage;
  - e. breach of confidence;
  - f. technical difficulties or equipment malfunction;
  - g. theft, unauthorised access or third-party interference;
  - h. any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter);
  - i. breach of intellectual property rights;
  - j. any variation in prize value to that stated in these Terms and Conditions; and
  - k. any part of the Prizes that may be lost, stolen, forged, damaged or tampered with in any way before it reaches the Winner.
40. Notwithstanding the above, for any liability that cannot by law be wholly excluded, the Promoter's liability, is limited to the maximum extent permitted by law and at Promoter's option, the supplying of the Prizes (or other relevant goods or services) again or the payment of the cost of having the Prizes (or other relevant goods or services) supplied again.
41. It is acknowledged that the Competition is entered by Eligible Entrants voluntarily, for little or no consideration, and that Promoter has an absolute discretion to extend, terminate, cancel or modify (subject to Eligible Entrants being able to withdraw from the Competition) the Competition in any way whatsoever. Without limitation, this right may be exercised if, for any reason, the Competition is interfered with in any way or is not capable of running as planned, including but not limited to, infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failure or any other causes beyond the reasonable control of the Promoter, which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Competition.
42. The Promoter accepts no responsibility for any entries not received for any reason during the Promotion Period. Entries will be deemed to be accepted at the time of receipt by the Promoter and not at the time of transmission. No responsibility will be taken for lost, late or misdirected entries. The Promoter is not responsible for technical difficulties with the entry mechanism and does not warrant that the entry mechanism will be available at all times.

#### **Miscellaneous**

43. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to bring a claim or cause of action or to recover damages or other compensation are reserved.
44. If there is a dispute concerning the conduct of the Competition, the decision of the Promoter is final and binding on each Eligible Entrant and no correspondence will be entered into. The judge's

and the Promoter's decisions (including any decisions as to prize distribution) are final and the Promoter will not enter into any correspondence (regarding the result or otherwise).

45. If there is a dispute as to the identity of an Eligible Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Eligible Entrant.