



**COLGATE GIGGLE PROMOTION  
TERMS AND CONDITIONS – NEW ZEALAND  
GAME OF SKILL – FACEBOOK**

- 1 Information on how to enter and prizes form part of these conditions. By submitting a photo or video on Facebook and otherwise participating in this competition, entrants agree to be bound by these conditions. Entries must comply with these conditions to be valid.

Entry is open to residents of New Zealand aged 18 years of age and over with a valid Facebook account.

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

- 2 To enter, each entrant must, during the Entry Period:

- (a) Go to the Colgate New Zealand Facebook page at [facebook.com/ColgateNZ](https://facebook.com/ColgateNZ); and
- (b) Click on the link in the Facebook Post called (tbc);
- (c) upload a photograph or video capturing your child laughing or smiling. Ensure your photo is made 'public' when posting your entry, so it is viewable for judging; and
- (d) Enter first and last names and email address details

- 3 The competition commences at 9.00am on 30 January 2017 and closes at 11.59pm on 28 February 2017 ("**Entry Period**").

- 4 Multiple entries are permitted, provided that each entry must be original and submitted separately. Photographs do not need to feature the entrant.

Entries must be received by the Promoter during the Entry Period. Entries received after 11.59pm on 28 February 2017 will not be accepted.

- 5 This competition is a game of skill. Chance plays no part in determining the winners. All entries will be judged individually on their merits based on creativity and originality of the photo or video. Photographs and videos which feature more than one person will be judged as a whole, and not based on any one individual, but only the entrant will be eligible to win a prize. Further, each image will only be eligible to win once, even if the same image is submitted by multiple entrants (e.g. group photos).

- 6 Judging will take place at 9.00am on 3 March 2017 at TAG The Agency, 5 School Road, Wellington 6035. Entries will be judged by a panel of judges from TAG The Agency. The best 10 entries received during the Entry Period, as determined by the judges, will receive a prize. The judges' decision is final and binding.

- 7 By uploading a photograph or video to enter in accordance with clause 2, each entrant agrees that:

- (a) the photograph/video may be made available for public viewing on the Promoter's Facebook Page ([www.facebook.com/colgatenz/](https://www.facebook.com/colgatenz/)) ("**Facebook Page**");
- (b) each person depicted in the photograph/video uploaded must be decently dressed and presented and the photograph/video must not be inappropriate, derogatory or otherwise offensive to any person;
- (c) all photographs/video are subject to the approval of the Promoter. The Promoter reserves the right to vet all entries at any time and may remove any entries from Facebook at any time in its absolute discretion. However, the Promoter is not

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- responsible for any photographs/video uploaded to Facebook or the Facebook Page and visitors to each site view it at their own risk;
- (d) the entrant must own the copyright in the photograph/video uploaded or be entitled and have permission to use the photograph/video in the manner contemplated by these terms, including use of the photograph/video for promotional purposes in accordance with clause 18;
  - (e) the entrant has the permission of each other person featured in the photograph/video, or, if any other person is under the age of 18, the permission of their parent or legal guardian, to enter the photograph/video in accordance with these terms and conditions, including consent to each condition in this clause 6; and
  - (f) the entrant has notified each other person featured in the photograph/video, 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.

8 Each of the prizes consists of 1 x Colgate Sparkling Mint Gel Toothpaste 110g (RRP\$2.99), 1 x Colgate My First Toothbrush 1pk (RRP \$3.99), 1 x Colgate 360 Degree Soft Toothbrush 1pk RRP (\$5.99), 1 x Colgate Total Original Toothpaste 110g (\$3.99), 1 x Colgate Total Mint Dental Floss 25m RRP (\$3.99) & 1 x Colgate Plax Freshmint 500mL RRP (\$5.99). There is a total of 10 prizes to be won. Total RRP value of all prize pool is \$269.40. All taxes (excluding GST) which may be payable as a consequence of receiving a prize are the sole responsibility of the winner.

9 Prizes are not transferable and are not redeemable for cash.

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 competition.

11 If any prize becomes unavailable for reasons beyond the Promoter's reasonable control, the Promoter may substitute a prize of equal or greater value.

12 The winners will be notified by email from the email address they have provided in the Facebook application on or by 6 March 2017. The winner must respond to the email by 20 March 2017 to verify their identity and provide their address in order to receive the prize.

If the Promoter is unable to contact a winner within 14 days of the Promoter's first attempt to contact them in accordance with the above, that winner will forfeit the prize and the prize will be awarded to the next best entry (as determined by the judges). The Promoter will not be liable for a winner who does not respond to the Promoter's direct private message within 14 days.

13 The Promoter shall not be liable for any loss, damage or injury suffered by any winner as a result of the winner accepting and/or using a prize (even if caused by negligence), except for any liability which cannot be excluded by law.

14 Entrants acknowledge that all content posted on Facebook must be in accordance with Facebook terms (<http://www.facebook.com/terms.php>). The thoughts and views expressed on the Facebook Page 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.

The Promoter is not responsible or liable for any loss, damage or injury suffered by any entrant as a result of the conduct of Facebook, including the decision of Facebook to remove or not remove any photographs/videos, except for liability which cannot be excluded by law.

This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. It is a condition of entry that each entrant grants a complete release to Facebook

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from any claims that they now have or may have in the future which relate to or are incidental of this promotion.

- 15 The Promoter reserves the right to request verification of age, identity, email address of winners and any other information from entrants relevant to entry into or participation in this competition. Verification is at the discretion of the Promoter, whose decision is final. The Promoter reserves the right to disqualify any individual who provides false information, fails to provide information, conspires with others to gain an unfair advantage or who is otherwise involved in any way in manipulating, interfering or tampering with the conduct of this competition.
- 16 Entrants confirm and promise that their entry is original and does not infringe the intellectual property rights of any third party. Further, entrants agree that the Promoter has an unrestricted, irrevocable, transferable, divisible right and license to use and modify their entry for the purposes of the Promoter's business including for promotional purposes without the payment of any further fee or compensation. If requested by the Promoter, the entrant agrees to sign any further documentation required by the Promoter to give effect to this arrangement. To the extent permitted by law, entrants unconditionally and irrevocably consent to any act or omission that would otherwise infringe any moral rights in their entry.
- 17 Entrants consent to the Promoter using their name, image and/or voice in the event that they are a winner 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.
- 18 Entries remain the property of the Promoter. Details from entries will be collected and used for the purposes of conducting this competition (which may include disclosure to third parties for the purpose of processing and conducting the competition) and for promotional purposes surrounding this competition. By entering this competition entrants 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 purposes without any further reference or payment to the entrant. Entrants 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 0800 441 740 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).

Details from entries are being collected by the Promoter and not by Facebook.

- 19 The Promoter is Colgate-Palmolive Limited of 45 Knights Road, Lower Hutt, New Zealand

#### **ABBREVIATED TERMS AND CONDITIONS**

By uploading an image or video you agree to the T&Cs [www.facebook.com/ColgateNZ](http://www.facebook.com/ColgateNZ). Open to NZ residents from 9am on 30/1/17 to 11.59pm on 28/2/17. To enter, upload a photo or video capturing your child laughing or smiling to the ColgateNZ Facebook page. Ensure your photo or video is made 'public' when posting. Posts must not be offensive or inappropriate. Multiple entries permitted but each entry must be unique and submitted separately. The best ten entries, as determined by the judges, will receive a prize consisting of 1 x Colgate Sparkling Mint Gel Toothpaste 110g (RRP\$2.99), 1 x Colgate My First Toothbrush 1pk (RRP \$3.99), 1 x Colgate 360 Degree Soft Toothbrush 1pk RRP (\$5.99), 1 x Colgate Total Original Toothpaste 110g (\$3.99), 1 x Colgate Total Mint Dental Floss 25m RRP (\$3.99) & 1 x Colgate Plax Freshmint 500mL RRP (\$5.99). Total of 10 prizes to be won. Total RRP value of prize pool is \$269.40. Facebook is not a participant or sponsor of this promotion. Judging takes place at 9am 3/3/17. Prize winners notified via email on or by 6/3/17 and must respond to the Promoter's direct message within 14 days to receive the prize. Promoter is Colgate-Palmolive of 45 Knights Road, Lower Hutt NZ

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