

## **Terms and Conditions of Entry for the Subway® 'Daydream Island' Promotion**

### **RUN IN SUBWAY® RESTAURANTS IN AUSTRALIA FOR FULL CONDITIONS OF ENTRY CALL 1800 283 391**

1. These terms and conditions of entry, including information on how to participate and prize details (**Terms**), apply to the Promotion and entry into the Promotion is deemed acceptance of these Terms.
2. The Promoter is Coca-Cola Amatil (Aust) Pty Ltd ABN 68 076 594 119, of 71 Macquarie Street, Sydney, NSW 2000, Phone Number: 1800 025 123.
3. Participating SUBWAY® restaurants are listed at [www.subway.com.au](http://www.subway.com.au) (**Participating Stores**).
4. The Promotion will commence at 12:01am AEST at each Participating Store on 17<sup>th</sup> August 2009 and will continue until the earlier of:
  - a. 11:59pm Australian Eastern Standard Time (AEST) on 27<sup>th</sup> September 2009 (**Promotion Period**) OR;
  - b. the time and date that all Scratch Cards (as defined in paragraph 6(a) of these Terms) have been distributed at each Participating Store
5. Entry in the Promotion is open to all Australian residents:
  - (a) including entrants under 18 years of age, who have obtained their parent or guardian's consent to enter the Promotion on these Terms and whose parent or guardian have agreed to these Terms as defined in paragraphs 62 - 65 of these Terms,  
  
excluding:
    - (a) management, employees, directors and contractors of the Promoter, its related entities or other agencies, firms or companies associated with the Promotion (including suppliers of prizes);
    - (b) management, employees, directors and contractors of Subway Systems Australia Pty Ltd, Doctor's Associates Inc., Subway Advertising Fund of Australia Pty Ltd, SUBWAY® franchisees and their related entities;
    - (c) a spouse, de-facto spouse, parent, guardian, child or sibling of a person referred to in paragraphs 5(a) or 5(b) of these Terms;
    - (d) persons who have won a prize or prizes valued either individually or collectively at more than AU\$5,000 (including GST) from the Promoter, or in any Promotion run by or on behalf of the Promoter, within the 12 months prior to the commencement of the Promotion Period;

(e) persons who have used or attempted to use any more than one name in order to qualify to win a contest run by or on behalf of the Promoter except in the case of a legal change of name; and

(f) persons who have breached the terms and conditions of any Promotion run by or on behalf of the Promoter.

**(Eligible Entrants)**

The persons referred to in paragraph 5(c) of these Terms includes natural and non-natural relations (in the opinion of the Promoter) and the Promoter is responsible for determining whether a person is an Eligible Entrant in its absolute discretion.

**HOW TO ENTER**

6. To enter the Promotion, Eligible Entrants must:

(a) Purchase any SUBWAY® sandwich and an Eligible Beverage (as defined by paragraph 7 of these Terms), in a single transaction from a Participating Store during the Promotion Period (**Qualifying Purchase**) to receive a promotional scratch card (**Scratch Card**); and

(b) before 11:59pm AEST on 27<sup>th</sup> September 2009:

(i) scratch the silver panel on their Scratch Card to reveal their unique promotional code (**Unique Code**); and

(ii) complete their entry in accordance with either paragraph 8 or 15 of these Terms, (**Eligible Entry**).

**(Eligible Entry).**

7. The following Coca Cola products are eligible to be included as part of an Eligible Entrant's Qualifying Purchase in the Promotion:

(a) 600mL 'Coca-Cola' varieties including:

- i. 'Coca-Cola'
- ii. 'Coca-Cola Zero'
- iii. 'diet Coca-Cola' & varieties
- iv. 'Sprite'
- v. 'Fanta'
- vi. 'Lift'

(b) 600mL 'Mount Franklin' water

(c) 750mL 'PUMP' water

(d) 600mL 'Powerade' varieties

(e) 500mL 'Mother'

(f) 500mL 'glaceau vitaminwater' varieties

(g) 500mL 'Nestea' varieties

(h) 350mL & 500mL 'Goulburn Valley' juice varieties

**(Eligible Beverages).**

**SMS Entry**

8. Eligible Entrants can complete their Eligible Entry (for the purposes of paragraph 6(b)(ii) of these Terms) by sending an SMS to 1972 2733, containing:

(a) a valid Unique Code which has not previously been successfully submitted;

(b) their full name; and

(c) their postcode,

and which complies with paragraph 9 of these Terms **(SMS Entry)**.

9. For an SMS Entry to be valid:

(a) it must be sent from an SMS enabled mobile handset (SMS sent via the internet are ineligible) that is connected to a service provider and service plan (if applicable) that permits the Eligible Entrant to send SMS to premium SMS numbers (some handsets are incompatible and some service providers and/or service plans do not permit premium SMS);

(b) it must be identifiable by a MSISDN (unique mobile SIM number);

(c) the Eligible Entrant submitting it must have the bill payer's permission to enter the Promotion prior to submitting their SMS Entry; and

(d) it be in the following format **(Required Format)**:

**Unique Code + Space + First name + Space + Surname + Space + Postcode**

Example: 7J4YF6F7 John Smith 2000

10. Maximum SMS cost is 55 cents (including GST). Service provided by Prime Focus Enterprises Pty Ltd, ABN 55 427 571 651 **(Prime Focus)**.

11. If an Eligible Entrant submits a valid SMS Entry:

(a) which complies with the Required Format and contains a valid Unique Code which has not previously been successfully submitted, they will receive an SMS response confirming that their SMS Entry is valid and has been received **(Confirmation SMS Response)**; or

(b) which does not comply with the Required Format and/or contains an invalid Unique Code, they will receive an SMS response informing them of the error **(Error SMS Response)**,

whichever is applicable in the circumstances (each an **SMS Response**).

12. SMS Response receipt times may vary and are subject to network coverage and availability, the number of SMS Entries received by the Promoter, the available memory on the Eligible Entrant's mobile SIM card and other technical factors. SMS Entries are deemed to be received at the time of receipt into the Promotion database and NOT at the time of transmission by the Eligible Entrant.
13. If the Eligible Entrant receives an Error SMS Response and chooses to submit a new SMS Entry in the Required Format and containing a valid Unique Code which has not previously been successfully submitted, they will be charged an additional 55 cents (including GST).
14. The name which appears in the eligible SMS Entry will be the only person eligible to claim the prize. Where the winner is under the age of 18 years, the prize will be awarded to their parent or guardian as set out in paragraph 61 of these Terms.

### **Web Entry**

15. Eligible Entrants can complete their Eligible Entry (for the purposes of paragraph 6(b)(ii) of these Terms) by:
  - (a) visiting [www.subway.com.au](http://www.subway.com.au) and following the links to the Promotion entry page (**Entry Site**); and
  - (b) completing the online Promotion entry form on the Entry Site (**Entry Form**), including:
    - (i) providing all personal details required in the Entry Form, including their name, address, contact telephone number and email address;
    - (ii) submitting a valid Unique Code which has not previously been successfully submitted; and
    - (iii) indicating their acceptance to these Terms,

**(Web Entry).**
16. If an Eligible Entrant submits a Web Entry:
  - (a) which complies with paragraph 15 of these Terms, they will receive an on-screen notification confirming that their Web Entry is valid and has been received; or
  - (b) which does not comply with paragraph 15 of these Terms, they will receive an on-screen notification that their Web Entry is invalid

whichever is applicable in the circumstances (each an **Email Response**).

### **Daily Draws**

17. Computerised random daily draws will be conducted by Prime Focus at Suite 104/55 Beach Street, Port Melbourne 3207 (**Draw Location**) at 5:00pm AEST on 17.08.09, daily throughout the Promotion Period with the exception of the final day, which draw will be conducted at 12.00pm AEST on 28.09.09 (each **Daily Draw**) from all Eligible Entries received in the

Promotion as at 4:59pm AEST daily (or in the case of the final day draw, Eligible Entries received by 11:59pm on 27 September 2009). All Eligible Entries will be included in subsequent Daily Draws unless the Eligible Entrant has already previously won a prize (subject to paragraph 34 of these Terms).

18. The first Eligible Entrant drawn daily as specified in paragraph 17 of these Terms will win a trip for two (2) to the SUBWAY® Daydream Island Event. Travel must be taken from 07<sup>th</sup> January 2010 – 10<sup>th</sup> January 2010. Trip will include:

(i) Return economy flights for two (2) from the winners' nearest Australian capital city to Hamilton Island, QLD;

(ii) All airline & airport taxes;

(ii) Return ferry transfers from Hamilton Island to Daydream Island Resort & Spa;

(iii) 3 nights, 4 star, twin share accommodation from 07<sup>th</sup> January 2010 – 10<sup>th</sup> January 2010 at Daydream Island Resort & Spa including buffet breakfast daily;

(iv) Two (2) tickets to the Beach BBQ Welcome dinner to be held on Thursday evening the 07<sup>th</sup> January 2010;

(v) Two (2) tickets to the Daydream Days Event Dinner to be held on Friday evening the 08<sup>th</sup> January 2010;

(vi) Two (2) vouchers for a 30 minute massage at the Daydream Island Resort & Spa Rejuvenation Spa (pending availability) valued at up to \$75.00 each including GST. Prize will be forfeited if not available or if not taken and no money will be given in exchange; and

(vii) Two (2) vouchers for a 1 hour group yoga class at the Daydream Island Resort & Spa (pending availability) valued at up to \$15.00 each including GST. Prize will be forfeited if not taken and no money will be given in exchange.

(collectively a **Daily Prize**).

- (a) All travel is subject to conditions as set out in paragraphs (i)-(v) below;

(i) availability at all times and maybe dependent on select seat class with airlines or specific room category availability with accommodation partner. Travel is valid for event dates only.

(ii) winner is responsible for any amendment fees issued by airlines or suppliers once booking is confirmed and ticketed. Additional spending money, meals (other than those included as specified in paragraph 18 of these Terms) and any other ancillary costs, including but not limited to insurance and any applicable insurance excesses, not listed in the Daily Prize package descriptions above are the responsibility of the Daily Prize winner and his/her nominated traveling companions as incurred. It is the winner's responsibility to organize transport to/from the airport departure/return point.

Daily Prize winner and travel companions must have valid travel insurance for their period of travel.

(iii) no portion of the Daily Prize is redeemable for cash. The Daily Prize is no refundable or transferable.

(iv) in the event the winner is under the age of 18 years, they must be accompanied by a parent/guardian.

(b) Terms are subject to change at the Promoter's absolute discretion, including, but not limited to, due to a change in a location's security classification, natural disaster or other acts of God. The Promoter may make these changes at any time prior to the Daily Prize winner and their nominated travel companion departing on their trip, subject to written directions from State Regulatory bodies.

(collectively a **Daily Prize**).

19. The total maximum Daily Prize value is up to AU \$4,320.00 (including GST) and the total maximum Daily Prize pool value is up to AU \$181,440.00 (including GST).
20. Daily Draw winner will be notified by telephone, mail and SMS (if SMS entry) and/or by telephone, mail and email (if Web Entry) within 48 hours of the draw time.
21. The first initial, surname and postcode of:
  - (a) the Daily Draw winners between 17<sup>th</sup> August 2009 and 6<sup>th</sup> September 2009 (inclusive) will be published in *The Australian* on 9<sup>th</sup> September 2009
  - (b) the Daily Draw winners between 7<sup>th</sup> September 2009 and 28<sup>th</sup> September 2009 (inclusive) will be published in *The Australian* on 1<sup>st</sup> October 2009

#### **Re-Draw**

22. If any Daily Prize has not been claimed or is forfeited for any reason (including as a result of disqualification by the Promoter for non-compliance with these Terms) by 5pm AEDST 28<sup>th</sup> December 2009, a computerised random re-draw will be conducted for any unclaimed Daily Draws by Prime Focus at the Draw Location from all remaining Eligible Entries, excluding Eligible Entries already drawn as winners in a previous draws (subject to paragraph 34 of these Terms) (**Re-Draw**).
23. If any Daily Prize winner drawn is unable to take the Daily Prize during the set travel dates (07.01.10 – 10.01.10) by 30<sup>th</sup> December 2009 as stipulated in paragraph 18 they will be awarded with an alternate prize of equal value (as determined by the Promoter).
24. The Re-Draw winners, if any, will be notified by telephone, mail and SMS (if SMS Entry) and/or by telephone, mail or email (if Web Entry) within 48 hours of the Re-Draw time. Their first initial, surname and postcode will be published in *The Australian* on 6<sup>th</sup> January 2010.

#### **Verification**

25. The Promoter reserves the right, at any time, to verify the validity of Eligible Entries and Eligible Entrants (including an Eligible Entrant's identity, age and place of residence) and to disqualify any Eligible Entrant who submits an entry that is not in accordance with these Terms or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
26. Eligible Entrants must retain their original Scratch Card in order to claim any Daily Prize won.
27. Provisional winners will be required to send the following items via mail to a reply paid address nominated by the Promoter, within a time period determined by the Promoter,
  - (a) their original winning Scratch Card; and
  - (b) copies of appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the winner's identity, age, residential address, eligibility to enter and claim a Daily Prize, that the Eligible Entrant has complied with these Terms and any other information submitted by the winner in entering the Promotion, in order for the Promoter to validate the Eligible Entrant's winning Eligible Entry, to the Promoter's satisfaction in its absolute discretion. The Promoter recommends that provisional winners send the items referred to in this paragraph via registered mail, however this is not a condition of claiming a Daily Prize, and any cost to do so if the winner chooses to will be the responsibility of the winner.
  - (c) if the original winning Scratch Card is sent via the post and not received, a photocopy of the winning Scratch Card will suffice.
28. Winners must retain a photocopy of their Scratch Card and are required to produce original copies of the items referred to in paragraph 27 (b) if, and during the time period, requested by the Promoter.
29. If:
  - (a) the Eligible Entrant is unable to provide the Promoter with the items nominated in paragraph 27 of these Terms;
  - (b) the items required by the Promoter are not received during the time frame required by the Promoter; or
  - (c) a winning Eligible Entry has not been verified to the satisfaction of the Promoter, the winner's Eligible Entry will be invalid. Daily Prizes will only be awarded following any winner validation and verification that the Promoter requires at its absolute discretion.
30. If more than one person attempts to claim a particular Daily Prize, the Promoter has sole and absolute discretion to determine which of those persons the winning Eligible Entrant is.

#### **General**

31. The total prize pool available to be won in the Promotion is AUD \$181,440.00 (including GST)

32. Subject to paragraphs 33 and 34 of these Terms, Eligible Entrants can enter the Promotion as many times as they wish.
33. Eligible Entrants will receive one Scratch Card per Qualifying Purchase based on a separate transaction only.
34. A maximum of 3 Eligible Entries may be received:
  - (a) per mobile phone number per day, in the case of SMS Entries; and
  - (b) per household per day, in the case of Web Entries.
35. A maximum of one Daily Prize may be won per:
  - (a) Eligible Entrant, except where the Eligible Entrant is a South Australian resident;
  - (b) per mobile phone number, in the case of SMS Entries, except where the mobile phone number belongs to a South Australian resident; and
  - (c) per household, in the case of Web Entries, except where the mobile phone number belongs to a household is in South Australian.
36. There is a limit to the number of invalid Unique Codes that may be submitted by Eligible Entrants in attempting to enter the Promotion. The Promoter may at its absolute discretion block and or disqualify Eligible Entrants from submitting further Eligible Entries in the Promotion where they have reached that limit.
37. There will be a total of 2,500,000 Scratch Cards available for distribution in the Promotion.
38. Eligible Entrants can only enter in their own name.
39. All components of the Daily Prizes must be taken on the dates stipulated in paragraph 18 of these Terms.
40. Any or all components of Daily Prizes not used by winners by the time stipulated by the Promoter are forfeited, and the Promoter is not obliged to provide the winner with the cash equivalent of any Daily Prize component.
41. Daily Prizes are not transferable, exchangeable or redeemable for cash. Daily Prizes must be taken as offered and may not be varied.
42. Daily Prize winners must hold a valid credit card and present it on check in at accommodation to cover any incidental charges they incur during their stay.
43. All costs associated or arising in connection with Daily Prizes are the responsibility of the Daily Prize winners and/or their nominated travel companions as the case may be, unless otherwise provided in these Terms. Specifically, Daily Prizes do not include, and the winner and/or their nominated travel companion will be responsible for:
  - (a) transport to and from the winner's place of residence and the departure airport of initial departure or any other transfers not listed in these Terms;

(b) any overnight accommodation required by the winner or their nominated travel companion while travelling to the departure airport or any other transfers;

(c) any travel, accommodation, insurance costs, meals or spending money not specifically included in these Terms or any other ancillary costs incurred by winners or their nominated travel companions in making use of a Daily Prize, included but not limited to in-room charges and items of a personal nature; or

(d) any incidental charges incurred by the winner or their nominated travel companion whilst staying at accommodation received as part of the winner's Daily Prize including but not limited to in-room charges and items of a personal nature.

44. Acceptance and use of Daily Prizes is subject to terms and conditions imposed by those involved in providing goods and services as part of or in connection with Daily Prizes. The Promoter accepts no responsibility for any variation in the value of Daily Prizes.
45. If the Promoter is unable to provide a winner with the nominated Daily Prize, the Promoter reserves the right to supply an alternative prize of similar monetary value to the nominated Daily Prize, subject to any written directions given by State or Territory gaming departments.
46. The Promoter accepts no responsibility for any Eligible Entries not received for any reason during the Promotion Period. Eligible Entries will be deemed to be accepted at the time of receipt and not the time of transmission. No responsibility will be taken for lost, stolen, damaged Scratch Cards or late or misdirected Eligible 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. Eligible Entrants acknowledge that SMS is not a guaranteed delivery communication tool.
47. If, for any reason, the Promotion is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failure or any other causes beyond the control of the Promoter, which corrupt or affect the administration security, fairness or integrity or proper conduct of this Promotion, the Promoter reserves the right in its sole discretion to take any action that may be available, subject to State and Territory regulations, including cancelling, terminating, modifying or suspending the Promotion.
48. Any Eligible Entrant who, in the opinion of the Promoter, tampers or interferes with the entry mechanisms, draws or Scratch Cards in any way, engages in any unlawful or improper conduct which jeopardises or is likely to jeopardise the fair or proper conduct of the Promotion, or who does not properly comply with the entry process, will be ineligible to win. Where applicable, Daily Prizes will only be awarded where the winner's Scratch Card fulfils all of the requirements of the Promoter's verification tests and procedures, which tests and procedures are determined by the Promoter at its absolute discretion.
49. In the event of quality control errors on the part of the Promoter in awarding Daily Prizes, all legitimate existing claims for and entitlements to Daily Prizes will be met notwithstanding the advertised Promotion prize pool having been exceeded. Quality control matters outside

the control of, or not caused by, an Eligible Entrant, will not be used as the sole basis for refusing to award a Daily Prize.

50. Daily Prize winners and their travel companions, and their parent or guardian if they are aged under 18 years, are required to sign a release and indemnity agreement in favour of, and in terms determined by, the Promoter and return the document to the Promoter, in order to accept or participate in a Daily Prize.
51. Incomplete, indecipherable, illegible or incorrect Eligible Entries, Eligible Entries which are not in the Required Format (in the case of SMS Entries) or which contain offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win.
52. The use of any automated entry software or any other mechanical or electronic means that allows an Eligible Entrant to automatically enter repeatedly is prohibited and will render Eligible Entries submitted by an Eligible Entrant using such means invalid.
53. The Promoter reserves the right to disqualify Eligible Entries in the event of non-compliance with these Terms. Failure by the Promoter to enforce any of its rights under these Terms at any stage does not constitute a waiver of those rights.
54. The Promoter's decisions in relation to all aspects of the Promotion are final and binding on each Eligible Entrant and no correspondence will be entered into.
55. Eligible Entrants acknowledge that the Promoter may rely on these Terms even if the Promoter only learns of an Eligible Entrant's ineligibility to enter the Promotion or non-compliance with these Terms after the Promoter has awarded the Daily Prize to the Eligible Entrant. The Promoter reserves the right to require the Eligible Entrant to relinquish their Daily Prize in those circumstances.
56. The Promoter collects (and Prime Focus and Subway Advertising Fund of Australia Pty Ltd collect on its behalf) personal information about Eligible Entrants to include Eligible Entrants in the Promotion and where appropriate award Daily Prizes. If the personal information requested is not provided, the Eligible Entrant may not participate in the promotion. By participating in the Promotion, each Eligible Entrant also acknowledges that further primary purposes for collection of Eligible Entrant's personal information by the Promoter are, and the Eligible Entrant consents to the Promoter using their personal information for, the following purposes:
  - (a) improving the Promoter's goods and services;
  - (b) the purposes set out in the Promoter's Privacy Policy (available by writing to the Promoter's Privacy Compliance Officer at the address set out in paragraph 2 of these Terms).

The Promoter (Coca-Cola Amatil (Aust) Pty Ltd), Subway Advertising Fund of Australia Pty Ltd and Prime Focus may disclose Eligible Entrant's personal information to its related entities, its agencies and other third parties engaged to provide services in connection with the Promotion, who may contact Eligible Entrants in relation to the Promotion and for marketing

purposes as outlined above. By entering the promotion, each Eligible Entrant agrees that the Promoter, Subway Advertising Fund of Australia Pty Ltd and Prime Focus may use Eligible Entrant's personal information in this manner. Eligible Entrants can also gain access to, update or correct any personal information held by the Promoter by contacting the Promoter's Privacy Compliance Officer at the address set out in paragraph 2 of these Terms. Eligible Entrants can gain access to, update or correct any personal information held by Coca-Cola Amatil (Aust) Pty Ltd or Subway Advertising Fund of Australia Pty Ltd by contacting Level 1, 208 Given Terrace, Paddington QLD 4064 or the Promoter's Privacy Officer on 1800 025 123 to request a copy of the Promoter's Privacy Policy. Eligible Entrants can gain access to, update or correct any information held by Prime Focus by contacting it at the addresses set out in paragraph 17 of these Terms. All personal information will be stored at the office of the Promoter, Subway Advertising Fund of Australia Pty Ltd or Prime Focus as the case may be.

57. By entering into the Promotion, the Eligible Entrant agrees and acknowledges that:
- (a) they may be contacted by the Promoter and/or Subway Advertising Fund of Australia Pty Ltd to provide comments about the competition and the Promoter (or an agent of the Promoter) may take photos or recordings of them;
  - (b) the Promoter and/or Subway Advertising Fund of Australia Pty Ltd may use comments obtained from the Eligible Entrant, the Eligible Entrant's name, and/or likeness and photos or recordings of the Eligible Entrant **(the Materials)** for the Promoter's future promotional and marketing purposes without further reference or compensation to them;
  - (c) the Promoter and/or Subway Advertising Fund of Australia Pty Ltd may duplicate, alter, adapt and utilise the Materials as the Promoter wishes at any time, anywhere, and by any means (including communicating them to the public in any media, including media not yet in existence). The Promoter may license, authorise or otherwise transfer the rights in the Materials to others to do the same;
  - (d) by entering the Promotion and/or Subway Advertising Fund of Australia Pty Ltd, they grant to the Promoter on creation of the Materials a royalty free, perpetual, exclusive and irrevocable licence to use the Materials for whatever purpose it determines;
  - (e) 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 and future rights of a similar nature conferred by statute anywhere in the world whether occurring before or after this consent is given **(Moral Rights)**;
  - (f) they waive all Moral Rights in the Materials that arise outside Australia; and
  - (g) they agree not to institute, maintain or support any claim or proceeding for infringement of their Moral Rights in the Materials.
58. The Promoter, its related entities, its and its related entities employees, agents, directors and contractors, Subway Advertising Fund of Australia Pty Ltd, Subway Systems Australia Pty Ltd, SUBWAY® Franchisees, Doctor's Associates Inc. and all agencies associated with the

Promotion, shall not be liable for any loss or claim, action, demand, liability, loss (including but not limited to direct or consequential loss), damage, cost, expense or personal injury whatsoever, incurred, suffered or sustained by any person or other entity (without limitation) directly or indirectly in connection with this Promotion or the acceptance or use of Daily Prizes by winners, except that that cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).

59. Notwithstanding paragraph 57 of these Terms, Eligible Entrants indemnify the Promoter, its related entities, and its related entities employees, agents, directors and contractors, Subway Advertising Fund of Australia Pty Ltd, Subway Systems Australia Pty Ltd, SUBWAY® Franchisees, Doctor's Associates Inc. and all agencies associated with the Promotion, against any claim, action, demand, liability, loss (including but not limited to direct or consequential loss), damage, cost, expense or personal injury, incurred, suffered or sustained by any person or other entity (without limitation) directly or indirectly in connection with this Promotion or the acceptance or use of Daily Prizes by winners
60. The Promoter accepts no responsibility for any tax liabilities that may arise from winning a Daily Prize.
61. If any Daily prize winner is under the age of 18 years, the Daily Prize will be awarded to their parent or guardian.
62. Each Eligible Entrant and, if the Eligible Entrant is under 18 years of age, their parent or guardian, acknowledges and agrees that it is a condition of participation in the Promotion that the Eligible Entrant be capable of agreeing to these Terms and giving the consents contained herein.
63. The parent or guardian of each Eligible Entrant under the age of 18 years:
  - (a) will ensure that the Eligible Entrant in respect of whom they agree to these Terms, will comply with these Terms; and
  - (b) warrants that the Eligible Entrant in respect of whom they agree to these Terms, is capable of agreeing to these Terms and giving the consents contained herein.
64. The parent or guardian of each Eligible Entrant under the age of 18 years agrees to indemnify the Promoter against:
  - (a) any claims made by the Eligible Entrant, his or her guardian, or any member of his or her family, against the Promoter in connection with the Promotion; and
  - (b) any losses (including any liability) caused by any conduct of the Eligible Entrant which is inconsistent with these Terms.
65. The parent or guardian of each Eligible Entrant under 18 years of age who participates in the Promotion, acknowledges that they are provided with the opportunity for their child to participate in the Promotion, as consideration for their agreement to these Terms.

66. The Promoter may require any parental or guardian consent or agreement referred to in these Terms to be produced in writing, and such consent if requested must include the words "in consideration of Coca-Cola Amatil agreeing to admit the Eligible Entrant into this Promotion, [name of Parent or Guardian] agrees to be bound by the terms of entry into the Promotion".

Authorised under NSW Permit No LTPS/09/ 3866; ACT Permit No. TP09/ 1575; VIC Permit No. 09/ 1368; SA T09/ 942.

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