

Chobani – Nike Melbourne Marathon Ticket Giveaway– Game of Skill Terms and Conditions

The above promotion (**Promotion**) is governed by the Key Details table and Terms and Conditions below (together, the **Terms**).

Key Details

Eligible Territory	Australia
Promotion Period	Start: 7am Australian Eastern Standard Time (AEST) on 3 August 2026 Conclusion: 4:59pm AEST on 10 August 2026 All references to time are a reference to the time in Melbourne, Australia.
Promoter	Chobani Pty Ltd (ABN 53 096 731 467) of 18-20 Quality Drive, Dandenong South, Victoria, 3175.
Eligible Entrants	You may enter the Promotion if you: • reside in the Eligible Territory; • are aged 18 years or over; and • you are not otherwise excluded by the Terms.
Prizes	7 double entries to the 2026 Nike Melbourne Marathon valued at up to \$245 per entry
Total number of winners	Seven (7)
Total prize pool value	\$3430 All monetary figures in these Terms are in AUD, inclusive of GST and based on recommended retail value at the time of printing. The Promoter accepts no responsibility for any variation in the value of the Prizes.
Method of entry	To submit an entry, Eligible Entrants must, during the Promotion Period: • follow @chobaniau and @melbmara; • tag someone in the comment section; and • comment why Chobani is your choice for Nike Melbourne Marathon Festival preparation.
Maximum number of entries	No limit on the number of entries per Eligible Entrant. Multiple entries permitted, subject to the following: • each entry must be substantially unique; and

	each entry must be submitted separately and in accordance with these Terms.
How winners are determined	The entries received during the Promotion Period will be individually judged by the Promoter's nominated representative against all other entries submitted based on originality and creativity. The draw will take place at 18-20 Quality Drive Dandenong South VIC 3175 Australia at 5pm AEST on 12th August 2026. The judges may select additional reserve entries, and record them in order of merit, in case of an invalid entry or ineligible entrant, or in the event the first selected Eligible Entrant cannot be contacted. The winners will be determined by skill. Chance plays no part in determining the winners.
Notification of winners	The winners will be notified via direct message by @chobaniau on Instagram by 5pm AEST on 14th August 2026 ("Winner's Notification").
How to claim the Prize	The winner must claim the Prize by contacting the Promoter, and providing any details requested by the Promoter within two (2) days. If for any reason a winner does not claim the Prize as set out above, then the Prize (or that element of the Prize) will be forfeited. If a Prize is forfeited, the Promoter reserves the right to award the Prize to the next reserve entry drawn.

Terms and Conditions

- Acceptance of these Terms:** By submitting an entry in this Promotion, you are deemed to have accepted these Terms.
- Ineligible persons:** Employees (and their immediate families) of the Promoter and agencies and other third parties associated with this Promotion are ineligible to enter. Immediate family means any of the following: spouse, child, parent or sibling (whether natural, step or adopted).
- Invalid entries:** Incomplete or indecipherable entries will be deemed invalid. No entries will be accepted outside the Promotion Period.
- Promoter rights to reject and verify:** Without limiting the Promoter's other rights, the Promoter reserves the right, at any time, to verify the validity of entries and Eligible Entrants (including an Eligible Entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Promotion. Late or misdirected entries, or any other errors and omissions, may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. If there is a dispute as to the identity of an Eligible Entrant, the Promoter reserves the right to determine the identity of the Eligible Entrant.
- Decision is final:** The Promoter's decision is final and binding, and no correspondence will be entered into.

6. **Unavailable Prizes:** If any Prize (or part of any Prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the Prize (or that part of the Prize) with a prize of equal value and/or specification.
7. **Prizes not transferable:** Prizes, or any unused portion of a Prize, are not transferable or exchangeable and cannot be taken as cash.
8. **Responsibility for content:** Eligible Entrants agree that they are fully responsible for any materials they submit via the Promotion including but not limited to photographs, audio-visual materials, images, artwork and comments ("**Content**"). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Eligible Entrants warrant and agree that: (a) they will not submit any Content that is unlawful or fraudulent, or that is (or the Promoter may deem is) in breach of any intellectual property, privacy, publicity or other rights, or defamatory, obscene, 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) their Content shall not contain viruses or cause injury or harm to any person or entity; (c) they will obtain prior consent from any person or from the owner(s) of any intellectual property or other property that appears in their Content; (d) the Content is the original work of the Eligible Entrant that does not infringe the rights of any third party or the Content creator's/creator's moral rights pursuant to the *Copyright Act 1968* (Cth); (e) they have the full authority to grant these rights; (f) they will 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; and (g) all Content is complete, true and correct. Without limiting any other terms herein, the Eligible Entrant agrees to indemnify the Promoter for any breach of the above terms.
9. **Licence to use content:** As a condition of entering this Promotion, each Eligible Entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.
10. **Consent to use:** Eligible Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a 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 Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
11. **Promoter's right to discontinue or modify:** If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated (as determined by the Promoter), including because of technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any Eligible Entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate (in each case as determined by the Promoter); and (c) make any necessary amendments to these Terms.
12. **Costs:** Any costs associated with submitting an entry or enjoying the benefit of a Prize (including accessing the internet) are the Eligible Entrant's sole responsibility.
13. **Non-excludable guarantees:** Nothing in these Terms limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the *Competition and Consumer Act*, as well as any other implied warranties under the *ASIC Act* or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**").

14. **Liability excluded:** Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Promotion, including where arising in any way out of: (a) any technical difficulties or equipment malfunction (which is outside the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (which is outside the Promoter's control); (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or Eligible Entrant; or (f) taking/use of and/or participation in a prize. The Promoter is not liable for any technical malfunctions of systems, hardware or equipment or any other issues resulting from an Eligible Entrant's submission of an entry into the promotion provided it is outside of the Promoter's control.
15. **Privacy and personal information:** The Promoter collects personal information ("PI") in order to conduct the Promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry is conditional on providing this PI in the form required. The Promoter will also use, and handle PI as set out in its Privacy Policy, which can be viewed at https://www.chobani.com.au/wp-content/uploads/Privacy_Policy_Chobani_November_2025.pdf. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes. The Privacy Policy also contains information about how Eligible Entrants may opt out, access, update or correct their PI, how Eligible Entrants may make a privacy complaint or any other applicable law, and how those complaints will be dealt with. All entries become the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose personal information to entities outside of Australia (see the Promoter's Privacy Policy for details).
16. **Third-party platform terms and conditions:** If the method of entry involves the use of a third party platform, such as Instagram or Facebook (**Third Party Platform**), Eligible Entrants must comply with the Third Party Platform's terms of use. This Promotion is in no way sponsored, endorsed or administered by, or associated with a Third Party Platform. Any questions, comments or complaints about this Promotion must be directed to the Promoter and not to the operator of the Third Party Platform. The operator of the Third Party Platform will not be liable for any loss or damage or personal injury which is suffered or sustained by an Eligible Entrant, as a result of participating in the Promotion (including taking/use of a Prize) and you release the operator of the Third Party Platform from any claims related to this Promotion, except for any liability which cannot be excluded by law.
17. **Entire agreement:** These Terms constitute the entire terms and conditions between each Eligible Entrant and the Promoter with respect to the Promotion.
18. **Governing law:** These Terms are governed by and are to be construed in accordance with the laws applicable in the state of Victoria, Australia.