

AUSTRALIA'S OWN BUDGIE SMUGGLERS 2024 PROMOTION TERMS & CONDITIONS

Promotion	AUSTRALIA'S OWN BUDGIE SMUGGLERS JAN 2024
Promoter	Noumi Trading Pty Ltd (ABN 36 614 863 286) of 8A Williamson Road, Ingleburn NSW 2565
Promotion Type	Game of Chance
Promotion Period	<p>The promotion starts at 5:00PM AEST on 11 January 2024 and ends at 5:00PM AEST on 24 January 2024 (Promotional Period).</p> <p>The Promotional Period is subject to change at the Promoter's discretion and all changes will be notified on the Promoter's website: https://australiasownfoods.com.au/lowers-cholesterol-dairy-milk/</p>
Prize	There are ten (10) Australia's Own Budgie Smugglers to be won, worth approximately AUD \$65.00 each (Prize). The total prize pool is AUD \$650.00.
Entry Restrictions	<p>The Promotion is only open to Australian residents who are 18 years of age or older. Office holders, management, employees, contractors, and immediate family members of the Promoter their associated companies/subsidiaries, retailers and agencies associated with this Promotion are ineligible to enter this Promotion.</p> <p>"Employees" means any directors, management, employees, concessionaires, consultants, officers and contractors or other such people who perform work under the control of another in exchange for payment.</p> <p>The Promoter is responsible for determining whether a person is eligible to enter in its absolute discretion.</p>
How to Participate	<p>To participate in the Promotion entrants must, between the Promotional Period:</p> <ol style="list-style-type: none">1. Follow @Australia's Own Foods on facebook or @australiasown on instagram;2. Like the competition facebook or instagram post uploaded by the Promoter on 10 January 2024 (the "Post"); and3. Share the Post on facebook or instagram (as applicable). <p>Entrants can only enter once into the draw. Multiple direct messages from a single account will not count as multiple entries. Maximum one Prize per entrant.</p> <p>'liking' or 'sharing' the post elsewhere will not be counted as an entry.</p>
Prize Draw	<p>This promotion is a game of chance. Skill plays no part in determining the winners.</p> <p>The draws will take place on or around 12:00PM 17 Jan 2024 (1st draw) and on or around 12:00PM 25 January 2024 (2nd draw) by the Promoter at its premises located at 8A Williamson Road, Ingleburn NSW 2565.</p> <p>Ten (10) entries will be drawn at random from all entries. The first ten (10) valid entries will win the Prize.</p>
Winner Notification, Prize Claim and Prize Delivery	<p>The winners will be contacted via email and phone call within seven (7) days of the draw. The winner(s) must accept the prize within 72 hours of notification by confirming their residential address, email and/or phone.</p> <p>The Prize will be delivered to the winner within four (4) weeks after claiming the Prize.</p> <p>The winner will be able to choose the size they require, only if it is available in stock.</p>
Claim Process and Unclaimed Prizes	<p>To claim the prize, the winner must respond to the Promoter's message or email, with their full name and postal address within 72 hours of being notified they have won. PO Boxes will not be accepted.</p> <p>If the winner fails to respond to the Promoter within 72 hours of notification of winning, they will be deemed ineligible, and a new entrant will be chosen by the Promoter at its sole discretion.</p> <p>A second chance draw will be held for the Prize if not claimed by 30 January 2024 or where a winner drawn is not eligible to participate under these Terms and Conditions (Unclaimed Prize Draw).</p> <p>The Promoter will conduct the Unclaimed Prize Draw on 31 January 2024 at the same time and place as the first draw in order to distribute any unclaimed prizes.</p> <p>All entrants (with the exception of the prize winner) will be included in the Unclaimed Prize Draw. The manner in which the Unclaimed Prize Draw is carried out (and the requirements for notification of winners and eligibility for collecting Prizes in any Unclaimed Prize Draw will be substantially the same as those that apply to the original draw that is to be held.</p> <p>If there is no prize winner or the prize winner cannot be located, this information may be published on the Promoter's website.</p>

GENERAL TERMS & CONDITIONS

1. The details above and the following clauses collectively form the terms and conditions of the Promotion (**Terms and Conditions**).
2. All dollar values are in Australian dollar currency.
3. Each entrant is responsible for ensuring their familiarity with these Terms and Conditions at the time of participation. Participation in this Promotion is deemed acceptance of these Terms and Conditions. The Promoter's decision not to enforce a specific restriction (whether communicated to an entrant or not) does not constitute a waiver of that restriction or of these Terms and Conditions generally.
4. This is a game of chance and skill plays no part in determining the winner(s).
5. The Promoter's decision in relation to any aspect of these Terms and Conditions and the Promotion is final and binding on every person who participates. No correspondence will be entered into in relation to the Promoter's decision.
6. The Promotion is not valid in conjunction with any other offer.
7. The Promotion may be extended at the Promoter's absolute discretion.
8. Entrants can only participate in the Promotion in their own name. Entrants who enter using multiple aliases (e.g. multiple names) will be disqualified.
9. All entrants acknowledge that the Promoter can rely on these Terms and Conditions even if the Promoter only learns of a person's ineligibility or breach of these Terms and Conditions after the Promoter has awarded a Prize to the ineligible person. Payment of the Prize value to the Promoter may be required by the Promoter if this occurs.
10. Winners are responsible for ensuring their correct personal information and contact email address are provided to the Promoter and any updated details are notified to the Promoter as soon as practicable. The Promoter accepts no responsibility should an entrant fail to receive their Prize because of a failure to notify the Promoter of correct details or of a change to their details, or for providing invalid information.
11. The Promoter does not warrant that third party service providers including without limitation social media providers necessary for the Promotion will be available or any/all Participating Products will be available at all times during the Promotion Period.
12. Any costs associated with accessing third party services providers including without limitation social media platforms are the entrant's responsibility and may be dependent on the internet service provider used.
13. The Promoter may, in its reasonable discretion, declare any entrant or winner invalid and/or reclaim a Prize if the entrant/winner:
 - (a) disrupts, annoys, abuses, threatens, harasses or attempts to do any of these things to the Promoter, another entrant or potential entrant of, or anyone else associated with, this Promotion.
 - (b) submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process; or
 - (c) engages in conduct in relation to this Promotion which is misleading, deceptive, fraudulent or damaging to the Promoter's goodwill or reputation.
14. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including, without limitation, an entrant's identity, age and place of residence). Errors and omissions may be accepted or rejected at the Promoter's reasonable discretion. 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 recover damages or other compensation from such an offender are reserved.
15. Entries and/or survey responses must not contain any material which is, in the opinion of the Promoter, offensive, insulting, defamatory, inappropriate, obscene, unsuitable, scandalous, infringing content, rude or otherwise objectionable. The Promoter reserves the right, in its sole discretion, to reject any entries which do not comply with these Terms and Conditions and will not provide any notification nor reasons for rejection. Entries that do not comply with these Terms and Conditions of entry will be deemed invalid and are not eligible to win.
16. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its reasonable discretion, to the fullest extent permitted by law to modify, suspend, terminate or cancel the Promotion, as appropriate, subject to any directions from any relevant authority.
17. It is a condition of accepting the Prize that the entrant must comply with all the conditions of use of the Prize. The entrant may be required to (at the Promoter's discretion) sign any legal documentation as and in the form required by the Promoter in their reasonable discretion, including but not limited to a legal release and indemnity form. The Prize must be taken and used as stated and no compensation will be payable if an individual is unable to use the Prize as stated.
18. The Promoter may communicate or advertise this Promotion via social medial platforms (**Platforms**) including, without limitation, Facebook, TikTok and Instagram. However, the Promotion is in no way sponsored, endorsed or administered by, or associated with these Platforms. Entrants are providing their information to the Promoter and not to the Platforms.
19. The Prize is subject to availability, not transferable and not exchangeable for cash.
20. If a Prize is unavailable for any reason, the Promoter reserves the right to substitute another Prize of equal or greater value for that Prize, or element of it, subject to the approval of any relevant authority (where applicable).
21. Entrants are advised that tax implications may arise from accepting the Prize and they should seek independent financial advice prior to acceptance of that Prize.
22. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the

ASIC Act or similar consumer protection laws in the State and Territories of Australia (**Non-Excludable Guarantees**).

23. Except for any liability that cannot be excluded by law, including the Non-Excludable Guarantees, the Promoter (including its officers, employees and agents) excludes all liability 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, but not limited to, where arising out of the following:
- (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
 - (b) any theft, unauthorised access or third party interference;
 - (c) any entry that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
 - (d) any variation in prize value to that stated in these Terms and Conditions;
 - (e) the completeness, correctness or accuracy of any information provided for the purpose of or in connection with the Promotion,
 - (f) any tax liability/implications incurred by an entrant; or
 - (g) use of a Prize,
- except to the extent the Promoter has caused such liability.
24. Any attempt to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and/or civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to refer the matter to law enforcement authorities and/or to seek damages or such other civil remedies as the Promoter may determine from time to time to the fullest extent permitted by law.
25. The Promoter reserves the rights to:
- (a) terminate, change or otherwise deal with the Promotion at any time in its reasonable discretion without prior notice and/or
 - (b) amend the terms of the Promotion if all or part of the Promotion and/or terms are or are likely to be considered a breach of any applicable laws or regulations in any of the countries in which the Promotion is run.
26. In participating in the Promotion and accepting the Prize, each winner agrees to participate and co-operate as required in all editorial and marketing activities relating to the Promotion, including, without limitation, being interviewed, photographed and video recorded (Material). Each winner agrees to granting the Promoter a perpetual, non-exclusive, non-revocable, and royalty-free licence to use such Material in all media worldwide, including, without limitation, online social networking sites, and the winner will not be entitled to any fee for such use.

DELIVERY

27. The Promoter will make reasonable efforts to deliver Prizes to the addresses and/or email addresses provided by winners. The Promoter cannot guarantee that any Prizes returned to the Promoter due to non-delivery at the provided address will be re-sent to winners.
28. The Promoter and their associated agencies, and companies associated with this promotion will take no responsibility for Prizes that are damaged, stolen, misdirected or lost in transit.

PERSONAL INFORMATION

29. Participation in this Promotion is conditional on providing personal information. This includes names, emails, phone numbers and address. The Promoter may disclose entrants' personal information to the Promoter's contractors and agents to assist in conducting this Promotion and as required, to regulatory authorities.
30. The Promoter will otherwise handle entrants' personal information in accordance with its Privacy Policy which can be accessed at <https://noumi.com.au/wp-content/uploads/Privacy-Policy.pdf>.
31. Entrants consent to the Promoter using their name, likeness, image and/or voice, along with the winning posted image, 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. All entries become the property of the Promoter.
32. Entrants' details may be used for future promotional and/or marketing activities carried out by the Promoter. Entrants can request not to receive this information by contacting the Promoter or unsubscribing from email communications. The Promoter may continue to provide entrants with information for an indefinite period unless and until advised otherwise by the entrant.
33. The Promotion and these Terms and Conditions will be governed by the law of the State or Territory in which the Promoter ordinarily resides. Entrants accept the non-exclusive jurisdiction of courts and tribunals of that State or Territory in connection with disputes concerning the Promotion.
34. Entrants may request access to their personal information and/or update their personal information or lodge a complaint to the Promoter's Privacy Officer via the following process:
- correspondence by email to privacyofficer@noumi.com.au