

## **NOMAD & Australia's Own Barista Promotion**

### **Terms and Conditions**

1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.

#### **WHO CAN ENTER?**

2. Subject to clause 3, entry is only open to Australian residents aged 18 years or over with a valid Instagram account.
3. Employees and immediate families of Freedom Foods Group Operations Pty Limited (the "**Promoter**"), its affiliates or related bodies corporate, and associated agencies are not eligible 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.

#### **HOW TO ENTER**

4. Promotion commences on 11<sup>th</sup> December 2019 **AEST** and final entries close on 17<sup>th</sup> December 2019 **AEST** ("**Promotional Period**").
5. To be eligible to enter, entrants must:
  - a. follow the Nomad Chocolate Instagram account at @nomadchocolate;
  - b. follow the Australia's Own Instagram account at @australiasown;
  - a. tag a friend's Instagram handle (after first seeking their friend's permission) within the comments section of the Win a Nomad & Australia's Own Barista Prize Pack post on the @australiasown Instagram account
6. Entrants must enter the promotion via Instagram during the Promotional Period.
7. The entrant's Instagram account must be public and must not be set to private to be eligible. Uploaded files must be submitted in accordance with Instagram's requirements.

#### **OTHER TERMS**

8. The Promoter may upload selected images or photographs, once vetted, to the @australiasown Instagram account for public viewing in order to promote the promotion (including any outcome) and/or to promote any products manufactured, distributed and/or supplied by the Promoter. For clarity, not all images or photographs will be uploaded to the website and the appearance of an image or photograph has no bearing on the results of the promotion.
9. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence). If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
10. The Promoter reserves the right, in its sole discretion, to disqualify any entrant who the Promoter has reason to believe has breached any of these Terms and Conditions, provided false information, tampered with the entry process, or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. 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. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

11. Incomplete or indecipherable entries will be deemed invalid at the Promoter's discretion.
12. Entrants agree that they are fully responsible for any materials they submit via the promotion including, but not limited to, their name, social media handle, comments, recordings and images ("**Content**"). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may amend, remove or decline to publish any Content without notice for any reason whatsoever, and the Promoter may request the removal of entries from Instagram at any time in its absolute discretion.
13. Entrants warrant and agree that:
  - a. they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, 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 13, indecent, inappropriate, 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 to submit the Content in accordance with these Terms and Conditions from any person or from the owner(s) of any property, including intellectual property, that appears in their Content, and if such person is under the age of 18, the prior consent of their parent or legal guardian. The entrant will obtain the prior agreement of any other person featured in the Content (or if such person is under the age of 18, their parent or legal guardian), including their consent to the Promoter's Privacy Policy which is available at <http://ffgl.com.au/wp-content/uploads/2017/04/Privacy-Policy.pdf>;
  - d. they own the copyright and/or intellectual property rights in the Content and have the rights in the Content to the uses contemplated by these Terms and Conditions; or they will obtain full prior consent from any person who has jointly created or has any rights in the Content to the uses contemplated by these Terms and Conditions, and the Content does not infringe the rights of any third party;
  - e. to the extent permitted by law, they unconditionally and irrevocably consent to any use of the Content or act or omission which may otherwise infringe any intellectual property rights or moral rights in the Content and warrant that they have the full authority to grant these rights; and
  - 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 Instagram's requirements.
14. Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach by the entrant of the terms in clauses 12 and 13.
15. As a condition of entering this promotion, each entrant licenses and grants the Promoter, Freedom Foods Group Limited, and their affiliates, related bodies corporate, and sub-licensees an unrestricted, royalty-free, perpetual, worldwide, irrevocable, transferable and divisible right and licence to use, reproduce, modify, adapt, publish and display their entry (which shall include the Content), or part of their

entry, for any purpose including, but not limited to, future promotional, marketing or publicity purposes, in any media, without compensation or royalties, restriction on use, attribution or liability. If requested by the Promoter, the entrant agrees to sign any further documentation required by the Promoter to give effect to this arrangement.

16. Entry and continued participation in the promotion is dependent on entrants following and acting in accordance with the Instagram Terms of Use which can be viewed at <http://instagram.com/legal/terms/>.
17. This promotion is in no way sponsored, endorsed or administered by, or associated with Instagram. It is a condition of participating that each entrant grants a complete release to Instagram from any claims that they now have or may have in the future that relate to or are incidental to this promotion. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Instagram.
18. Any cost associated with entering the promotion or accessing Instagram or any promotional website is the entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.

#### **PRIZE**

19. The one most valid entry, as determined by the judges, will each win 1 x Nomad & Australia's Own Barista Hamper.
20. The total maximum prize value is RRP A\$200 including GST per 1 x Nomad Chocolates and Australia's Own Barista Milks (total prize pool value is RRP A\$200 of all prizes being offered to all winner including GST). The prize value is correct at the date of printing or uploading. The Promoter accepts no responsibility for change in prize value between now and the ultimate date on which the prize is taken.
21. Prize will be delivered by 11 January 2020.
22. If for any reason a winner does not take delivery of the prize (or an element of the prize) at the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
23. If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification.
24. The prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash.
25. A winner must be 18 years of age or over at the time of entry into the promotion, and must promptly provide valid identification to the Promoter, if requested.
26. Entrants consent to the Promoter using their Content, name, social media handle, 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, royalty or compensation for the purpose of promoting this promotion (including any outcome), and/or promoting any products manufactured, distributed and/or supplied by the Promoter.
27. The winner agrees they will not sell or otherwise provide their story and/or images or photographs to any media or other organisation.

#### **HOW TO WIN**

28. This is a game of skill, and chance plays no part in determining the winner. Each entry will be individually judged by a panel of judges from the Promoter based on the criteria of being the most valid entry.
29. There will be one winner selected in total from the eligible pool of entrants. The judges may select additional reserve entries that they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant.
30. The judging will take place at Freedom Foods Group Limited at 80 Box Road, Taren Point NSW 2229 at or before 5:00pm on 18<sup>th</sup> December 2019
31. The winner will be notified via Instagram direct message on 18 December 2019 at or by 6:00pm. The winner acknowledges that, in order to receive the message from the Promoter, they must accept the Promoter's "follow" request.
32. The Promoter's decision is final and no correspondence will be entered into.
33. The Promoter may in its absolute discretion deem entries invalid subsequently to a winner being notified or a winner's name being announced if it is discovered that the winner did not enter the promotion in accordance with these Terms and Conditions.

#### **NO LIABILITY**

34. In the case of the intervention of any outside act, agent or event that prevents or significantly hinders the Promoter's ability to proceed with the promotion on the dates or in the manner described in these Terms and Conditions including, but not limited to, technical or telecommunications problems (including security or data breaches), fraud, vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion modify, cancel, terminate or suspend the promotion, and/or recommence it from the start on the same Terms and Conditions.
35. To the extent permitted by law, the Promoter, its affiliates or related bodies corporate, and/or its associated agencies and companies, will not be liable for any damages, misadventure, accident, injury, loss (including but not limited to indirect and consequential loss) or claim that may occur:
  - a. during the entry process or winner determination process;
  - b. in the acceptance, participation or use of any element(s) of the prize;
  - c. as a consequence of late, lost, failed, delayed, inaccurate, incomplete or misdirected entries or other communications;
  - d. due to the broadcast of any program relating to the promotion, or the publication of any material, including any statements made by any compere, staff member, journalist, other entrants or any other person;
  - e. arising from, related to, or in connection with any problem or technical malfunction (including security or data breaches) of any Internet, software or telecommunications arising from, related to, or in connection with this promotion; and/or
  - f. as a result of the conduct of Instagram, including the decision of Instagram to remove or not remove any photographs, images or content, except for liability which cannot be excluded by law. In particular, the content, images thoughts and views expressed on Instagram are only those of the individual that posted them. They are not representative of the opinions of the Promoter and/or its affiliates, related bodies corporate, and/or associated agencies and companies. The Promoter, its affiliates and related bodies corporate, and/or its associated

agencies and companies do not guarantee or warrant the accuracy, completeness or usefulness of any post or Content.

36. The Promoter, its affiliates and related bodies corporate, and its associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, internet failure, theft or destruction or unauthorized access to or alteration of entries, and reserves the right to take any action that may be available.
37. Nothing in these Terms and Conditions 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**"). 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, but not limited to:
  - 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 or prize claim that is late, lost, altered, incomplete, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the Promoter's reasonable control;
  - d. any variation in prize value to that stated in these Terms and Conditions; and/or
  - e. any tax liability incurred by a winner or entrant.
38. Any term of these Terms and Conditions that is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of these Terms and Conditions is not affected.

#### **PROMOTER'S DETAILS**

39. The Promoter is Freedom Foods Group Operations Pty Limited (ABN 99 089 982 392) of 80 Box Road, Taren Point NSW 2229.
40. Entry details are collected by and remain the property of the Promoter and its related entities for the purpose of conducting and promoting this promotion, including for the purpose of identifying and notifying winner(s) and understanding our audiences. The Promoter will handle your personal information in accordance with its Privacy Policy which is available at <http://ffgl.com.au/wp-content/uploads/2017/04/Privacy-Policy.pdf> (and which contains information regarding how you can access your personal information, correct it and/or make a complaint about our handling of your personal information). By providing your personal information and entering this promotion, you agree to the terms of our Privacy Policy. Without limiting the foregoing, the Promoter may disclose the entrant's personal information to its related entities, affiliates, business partners and external service providers for the purpose of processing and conducting the promotion, for promotional purposes surrounding the promotion, research and profiling purposes, and for other purposes reasonably related to the entrant's relationship with the Promoter. In addition, by entering this promotion, you consent to the Promoter using your personal information for the purpose of the Promoter, its affiliates and its related entities sending you information regarding programs, products and services available through them and/or through their business partners, and to the Promoter sharing your personal information with

its affiliates and related entities for the purpose of those entities sending you such information directly. Those entities will handle your personal information in accordance with the Privacy Policy at <http://ffgl.com.au/wp-content/uploads/2017/04/Privacy-Policy.pdf>. We will always provide you with the ability to opt out of those communications.