

## **“EDGELL VEGETABLE CHIPS” PROMOTION**

### **TERMS AND CONDITIONS**

1. Instructions on how to claim and the gifts form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions. Offer not valid in conjunction with any other offer.
2. The Promoter is Simplot Australia Pty Limited (ABN 98 070 579 609) of 2 Chifley Drive, Mentone VIC 3194, telephone: 03 9588 3000.
3. Entry is only open to Foodservice businesses in Australia (each an **“Eligible Business”**).
4. Eligible Businesses must be within the Promoter’s trading terms throughout the promotional period and must not have overdue monies owing as at the 27/07/2019 in order to be eligible to claim any gift.
5. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to claim. 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 1<sup>st</sup> cousin.
6. Promotion commences on 27/05/2019 and closes at 11:59pm AEST on 27/07/2019, or once three hundred (300) valid claims have been received, whichever is first to occur (**“Promotional Period”**).
7. To be eligible to claim, Eligible Businesses must order a minimum of two (2) cartons of Edgell Vegetable Chips from their foodservice distributor during the Promotional Period (**“Qualifying Transaction”**). Eligible Businesses must ensure they obtain a purchase receipt for the Qualifying Transaction.
8. To claim a gift, an individual on behalf of an Eligible Business must then take a photo of the purchase receipt for the Qualifying Transaction and send it via MMS during the Promotional Period to 0447 041 087 together with their contact details (including their full name, email address, business name and business address). Order details on the purchase receipt sent must be visible and legible in order to be deemed valid. MMS cost will vary dependent on the mobile network used but will not exceed 55c. Claims are deemed to be received at the time of receipt into the promotion database and NOT at the time of transmission by the claimant.
9. The Promoter reserves the right, at any time, to verify the validity of claims and Eligible Businesses 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 and Conditions, tampered with the claim process, including but not limited to tampering by way of use of techniques designed to avoid the payment of MMS costs, 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.
10. Incomplete, indecipherable or illegible claims will be deemed invalid.
11. Only one (1) claim permitted per Eligible Business. Offer is strictly limited to the first three hundred (300) valid claims received.
12. Eligible Businesses must retain their original purchase receipt as proof of purchase. Failure to produce the proof of purchase when requested may, in the absolute discretion of the Promoter,

result in invalidation of an Eligible Business' claim and forfeiture of any right to a gift. Purchase receipts must clearly specify the store of purchase and that the purchase was made during the Promotional Period but prior to claiming.

13. If there is a dispute as to the identity of an Eligible Business, the Promoter reserves the right, in its sole discretion, to determine the identity of the Eligible Business.
14. Successful Eligible Businesses will be notified by SMS. The Promoter may also send a follow up SMS, phone call, and/or email if needed.
15. The Promoter's decision is final and no correspondence will be entered into.
16. The first three hundred (300) valid claims received will each receive the gift of a set of six (6) wooden serving boards with the Vegetable Chip logo burnt into the serving board valued at \$149.70.
17. Gifts will be awarded to the owner/manager of the Eligible Business (and not the individual who sent the MMS if different) and will be delivered to successful Eligible Businesses within one (1) month of the close date 27/07/2019.
18. If for any reason an Eligible Business does not take / redeem a gift at/by the time stipulated by the Promoter, then the gift will be forfeited.
19. If any gift (or part of any gift) is unavailable, the Promoter, in its discretion, reserves the right to substitute the gift (or that part of the gift) with a gift to the equal value and/or specification, subject to any written directions from a regulatory authority.
20. Total value of all gifts available is \$44,910. Gifts are not transferrable or exchangeable and cannot be taken as cash.
21. Eligible Businesses consent to the Promoter using their name, likeness, image and/or voice in the event they are successful (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.
22. 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, including but not limited to 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 Business; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
23. 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) 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.
24. 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: (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 claim 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 gift value to that stated in these Terms and Conditions; (e) any tax liability incurred by an Eligible Business; or (f) use of a gift.

25. 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, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <http://www.simplotfoodservice.com.au/privacy-policy>. 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, including sending electronic messages or telephoning the Eligible Business. The Privacy Policy also contains information about how Eligible Businesses may opt out, access, update or correct their PI, how they may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter may disclose PI to overseas entities (see Privacy Policy for details).

**NSW Permit No. LTPS/19/34582 SA Permit No. T19/759**