

OAK FLAVOUR GENERATOR RANDOM VOTER DRAW COMPETITION

TERMS AND CONDITIONS

1. Acceptance of Terms and Conditions

- 1.1 These Terms and Conditions provide information about the Oak Flavour Generator Random Voter Draw Competition (**the Promotion**), including details regarding the entry requirements, the selection of a winner and the prize.
- 1.2 Participation in the Promotion is deemed acceptance of these Terms and Conditions and these Terms and Conditions will prevail in the event of any conflict or inconsistency with any other communications relating to the Promotion by the promoter.

2. Promoter

- 2.1 The promoter is Lactalis Australia Pty Ltd ABN 56 072 928 879 of Level 5, 35 Boundary Street, South Brisbane, Qld 4101 telephone 1800 676 961 (**Promoter**).

3. Eligibility

- 3.1 Entry is only open to Australian residents who are currently residing in Australia and are aged 18 years old and over.
- 3.2 Employees (and their immediate families) of the Promoter and agencies associated with the Promotion are ineligible 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 1st cousin.

4. Entry Requirements

- 4.1 To enter, an individual must complete the following steps during the period commencing at 9:00a.m. AEST on 25 April 2022 and ending at 11:59p.m. AEST on 30 June 2022 (**Entry Period**)L:
- (a) go to www.oakflavourgenerator.com.au;
 - (b) agree to these Terms and Conditions;
 - (c) vote for your favourite Oak Flavour Generator Promotion Flavour Mix; and
 - (d) provide your full name, the State or Territory in which you live, date of birth, mobile phone number and email address in the online entry form,

(the Promotion Requirements)

- 4.2 Entries must be received by the Promoter during the Entry Period. Online entries are deemed to have been received at the time of receipt of the entrant's vote into the Promotion database and not at the time of transmission by the entrant.
- 4.3 Entries must comply with applicable laws and regulations and must not contain prohibited, inappropriate or unlawful content. Any entrant that submits such content will not be eligible to win.
- 4.4 Incomplete or indecipherable entries will be deemed invalid.
- 4.5 One vote per person, per Internet Protocol address.

- 4.6 The use of any automated 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 method or entrant invalid.
- 4.7 The Promoter's agent will be tracking entries to ensure compliance with the entry requirements and should the agent or the Promoter become aware of any activity that breaches the entry requirements, the Promoter reserves the right to disqualify that entrant from the Promotion.

5. Promoter Review

- 5.1 The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and State or Territory 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.
- 5.2 The Promoter 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 entry process, engaged in any unlawful conduct or other improper misconduct calculated to jeopardise fair and proper conduct of this Promotion, or published any disparaging remarks about the Promoter or the Promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- 5.3 Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 5.4 The entrants agree that they have not and will not publish, including on the Promoter's social media channels, disparaging or defamatory remarks about the Promoter or its products. If the Promoter, in its absolute discretion, decides that a winner has breached this condition, that entrant's entitlement to be selected or announced as a finalist may be cancelled and a substitute finalist chosen on the same basis.

6. The Prize

- 6.1 The prize for the Promotion is \$1,000 (**Prize**) which will be paid by electronic funds transfer to a bank account nominated by the Winner in accordance with these terms and conditions.

7. The Winner

- 7.1 The Winner will be determined by a computerised random draw (**Draw**). The Draw will be conducted at 2:00pm AEST on 14 July 2022, at Mike Da Silva & Associates (Aust) Pty Ltd ABN 50 003 894 022, Level 17, 40 Mount Street, North Sydney NSW 2060. The first eligible entry drawn will be, upon verification by the Promoter or its agent, the Winner.
- 7.2 The Promoter will notify the Winner in writing by email (**Winner Notification Email**) to the email address provided by the Winner in their entry form within two (2) business days after the Draw, and will be published on www.oakflavourgenerator.com.au on 28 July 2022 for a minimum of 28 days.
- 7.3 To claim the Prize, the Winner must, within 3 months after the date of the Draw, notify the Promoter of their acceptance of the Prize in writing in the manner required by the Promoter in its Winner Notification Email (and such acceptance must include the Winner's bank account details).
- 7.4 Upon receipt of the Winner's written acceptance (including their bank account details) in accordance clause 7.3, and provided the Promoter is able to verify those bank account details, the Promoter will pay the Prize to the Winner's bank account by electronic funds transfer within 14 days after receipt by the Promoter of the Winner's the written acceptance in accordance with clause 7.3.

8. Second Chance Draw

- 8.1 If the Prize is unclaimed or is forfeited by 5:00pm AEST on 14 October 2022, a second chance draw will take place on 21 October 2022 at the same place and time as the Draw. The winner of any second chance draw will be notified in writing by email within two (2) business days after the second chance draw, and published on www.oakflavourgenerator.com.au on 28 October 2022 for a minimum of 28 days.
- 8.2 To claim the Prize in a second chance draw, the second chance winner must, within 3 months after the date of the second chance draw, notify the Promoter of their acceptance of the Prize in writing in the manner required by the Promoter in its Winner Notification Email and such acceptance must include the second chance draw winner's bank account details).
- 8.3 Upon receipt of the second chance draw winner's written acceptance (including their bank account details) in accordance clause 8.2, and provided the Promoter is able to verify those bank account details, the Promoter will pay the Prize to the second chance draw winner's bank account by electronic funds transfer within 14 days after receipt by the Promoter of the second chance draw winner's written acceptance in accordance with clause 8.2.

9. Promoter's decision final

- 9.1 The Promoter's decision is final and no correspondence will be entered into. The Promoter is under no obligation to provide the underlying data that informed its decision.

9.2 Condition of acceptance

- 9.3 As a condition of accepting the Prize, the Winner or any second chance prize winner must sign any legal documentation as and in the form required by the Promoter and prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.

10. Other Important Information

- 10.1 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, disruptions to the business of the Promoter caused by the global pandemic and/or government restrictions, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law:
- (a) to disqualify any entrant; or
 - (b) to modify, suspend, terminate or cancel the Promotion, as appropriate.
- 10.2 Any cost associated with accessing the Promotion including the internet or the relevant website, is the entrant's responsibility and is dependent on the internet service provider used.
- 10.3 The Promoter assumes no responsibility for:
- (a) any error, omission, interruption, or delay in the operation or transmission of any communication sent to (or by) the Promoter or any entrant whether caused by problems with communication networks or lines, computer systems, software or internet service providers, congestion on any carrier network or otherwise;
 - (b) any theft, destruction or unauthorised access to, or alteration of such communications;
 - (c) any problem with, or technical malfunction of, any computer system or other equipment used for the conduct of the Promotion;

- (d) any incorrect or incomplete information which may be communicated in the course of the administering this Promotion (whether as a result of one of the foregoing causes or otherwise); or
 - (e) any delay in delivery (when not directly caused by the Promoter or its supplier), or failure of safe delivery of a prize.
- 10.4 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 State 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.
- 10.5 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 entry or prize 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 prize value to that stated in these Terms and Conditions; or
 - (e) taking and/or use of a prize.
- 10.6 Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any loss or damage or third party claims in relation to breach of these Terms and Conditions by the entrant.
- 10.7 The Promoter accepts no responsibility for any taxation implications that may arise from winning a prize. Independent financial advice should be sought.
- 10.8 Entrants agree to the Promoter undertaking background checks, including police checks, at the Promoter's cost and providing all documentation, including any identification documentation such as a driver's licence and passport, which the Promoter may require in order to obtain a police check.
- 11. Privacy Policy**
- 11.1 The Promoter collects personal information (as that term is defined in the *Privacy Act 1988* (Cth)) (**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, Australian regulatory authorities.
- 11.2 Entry into the Promotion 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 https://lactalis.com.au/wp-content/uploads/2021/10/Lactalis_Privacy_Policy.pdf

- 11.3 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 entrant.
- 11.4 The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants 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.