



## Terms and Conditions of Entry for 'Ingham's Foodservice 100 Years' Prize Draw' ("Promotion")

- Information about how to enter and prize details form part of these Conditions of Entry. Entry into this Promotion is deemed to be an acceptance of these Conditions of Entry.
- Inghams Enterprises Pty Limited • ABN 20 008 447 345 • Level 4, 1 Julius Ave, North Ryde NSW 2113 Australia • Locked Bag 2039, North Ryde, NSW 1670 Australia is the promoter of this competition ("Promoter").
- The Promotion is authorised under NSW Permit No. LTPS/18/22852, ACT Permit No. TP18/00502, SA Permit No. T18/441.
- The Promotion will be open from 12:00AM Australian Eastern Daylight Savings Time ("AEDT") on Sunday, 1st April 2018 and will continue until 11:59PM AEDT on Monday, 31st December 2018 ("Promotion Period"). There will be three (3) separate Entry Periods within the Promotion Period, as specified in clause 6 below, with one (1) draw for each Entry Period.
- Entry is open to registered Australian businesses (each a "Company"). Companies must be within the approved Ingham's Foodservice distributor's ("Distributor") trading terms throughout the Promotion Period and must not have overdue monies owing as at the applicable draw date (as specified in clause 16 below) in order to be eligible to claim any prize. For a list of participating Distributors, Companies can email [fiona.mancini@nowcommsgroup.com](mailto:fiona.mancini@nowcommsgroup.com).
- To be eligible to enter, an authorised representative, on behalf of a Company, must purchase one (1) of the Promotional Products (as specified below) during the applicable Entry Period ("Qualifying Purchase") from a Distributor.

	<b>Entry Period</b>	<b>Promotional Product</b>
<b>1</b>	12:00am AEDT 01/04/18 to 11:59pm AEST 30/06/18	Ingham's Foodservice Diced Chicken Meat Ingham's Foodservice Devil Breast Fillet Ingham's Foodservice Country Crisp Strips
<b>2</b>	12:00am AEST 01/07/18 to 11:59pm AEST 30/09/18	Ingham's Foodservice Satay Kebab Ingham's Foodservice Devil Wing Dings Ingham's Foodservice RTE Breast Schnitzel
<b>3</b>	12:00am 01/10/18 AEST to 11:59pm AEDT 31/12/18	Ingham's Foodservice Teriyaki Medallions Ingham's Foodservice Tempura Nuggets Ingham's Foodservice Sweet Chilli Tenders

The Qualifying Purchase must be fulfilled and documented on a valid tax invoice. Incomplete or cancelled invoices/transactions will be deemed invalid.



For the removal of doubt, if a Promotional Product is purchased outside the applicable Entry Period, then the Company will NOT be eligible to receive an entry into a draw.

7. To enter the Promotion, an authorised representative on behalf of a Company must then complete the following steps during the applicable Entry Period:
  - a. Visit <https://ingham.com.au/foodservice/100-years> and follow the prompts to the Promotion entry page, register by inputting the requested details (including the Company name, the authorised representative's full name, Company street address, Company email, and phone number); and then
  - b. Upload a copy of the purchase invoice for the Qualifying Purchase and submit the fully completed online entry form.

By submitting an entry into the Promotion, the authorised representative confirms that they are authorised to receive the prize on behalf of the Company. For the removal of doubt, prizes will be awarded to the winning Companies and not the authorised representatives who submitted the entry on their behalf. Prizes will be sent to the authorised representative who submitted the entry on behalf of the winning Company.

Authorised representatives will receive an email notification from the Promoter confirming they have registered for the Promotion. For the removal of doubt, entries must be submitted during the applicable Entry Period in which the relevant Promotional Product needs to be purchased, as outlined in clause 6 above. Any entries received outside the applicable Entry Period will be deemed invalid.

8. During the Promotion Period, the Promoter will send authorised representatives of Companies (via email) promotional reminders to enter the next draw(s), winner notification (if applicable) and other emails relating to the Promotion.
9. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per Qualifying Purchase (regardless of the number of Promotional Products purchased in that invoice/transaction in excess of one (1)); and (b) each entry must be submitted separately and in accordance with entry requirements.
10. If, for any reason, the Promoter is not capable of fulfilling the Qualifying Purchase as planned, including due to supply shortage or any other causes, the Promoter reserves the right in its sole discretion to change the Promotional Product for any Entry Period.

## **11. PRIZES**



12. There will be one (1) computerised random draw conducted for the entries received in each Entry Period, for a total of three (3) draws. All draws will take place at the times and dates set out in clause 16 below at Anisimoff Legal, Suite 5, Erina Plaza, 210 Central Coast Highway, Erina NSW 2250. Un-drawn entries in each draw will NOT be entered into any subsequent draw(s).
13. The first valid entry drawn in each draw will win the major prize of an Ingham's branded pre-paid Visa Gift Cards supplied by Universal Gift Card, for the amount of \$10,00.00 excluding GST. The prize will be awarded in the form of 10 x \$1,000 pre-paid Visa Gift Cards. Prizes will be awarded to the winning Company, but will be sent to the the authorised representative who entered on behalf of that Company and is authorised to receive the prize on behalf of the Company.
14. Total prize pool value per draw is \$10,000.00.
15. Conditions and exclusions apply to the Ingham's branded pre-paid Visa Gift Card. For full terms and conditions, visit <https://universalgiftcard.com.au/terms.aspx>, email [info@universalgiftcard.com.au](mailto:info@universalgiftcard.com.au) or call 1300 360 531. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be redeemed for cash. The Promoter (or its nominated agent) shall not be liable for gift cards that are not activated or used within the time periods specified in Universal Gift Card terms and conditions. Any ancillary costs associated with redeeming the Visa Gift Card are not included. Any unused balance of the Visa Gift Card will not be awarded as cash. Redemption of the Visa Gift Card is subject to any terms and conditions of the issuer including those specified on the Visa Gift Card.
16. Draw details are as follows (all times are AEDT / AEST as applicable in NSW):

	<b>Entry Period</b>	<b>Draw Date</b>	<b>Winner Publication Date</b>	<b>Winner Notification Date</b>
<b>1</b>	12:00am 01/04/18 to 11:59pm 30/06/18	05/07/18 at 11:30am	10/07/18	06/07/18
<b>2</b>	12:00am 01/07/18 to 11:59pm 30/09/18	04/10/18 at 11:30am	10/10/18	05/10/18
<b>3</b>	12:00am 01/10/18 to 11:59pm 31/12/18	10/01/19 at 11:30am	14/01/19	11/01/19



17. Winners will receive an official congratulatory email from the Promoter on the notification date set out in the table above. The congratulatory email contains a claim form which provides instructions on how to collect and claim the prize.
  - i. To claim the prize each winner must fully complete and submit the claim form.
  - ii. Details in the claim form need to match the details submitted at the time of entry.
  - iii. Prizes will be delivered to the postal address indicated on the entry form at the time of entry. The prize cannot be sent to a P.O. Box address. The Promoter (or its nominated agent) accepts no responsibility for loss or damage to prizes in transit or thereafter.
18. Winners' details will be announced online at <https://ingham.com.au/foodservice/100-years> on the dates specified in the table above. An announcement may also be posted on The Promoter's or Distributor's social media sites.
19. A draw for any unclaimed prizes may take place on 10/04/2019 at the same time and place as the original draws, subject to any written directions from a regulatory authority. Winners, if any, will be notified by email within two (2) days of the relevant unclaimed prize draw and their details will be announced online at <https://ingham.com.au/foodservice/100-years> from 12/04/2019.
20. The total Prize pool value is \$30,000.00.
21. The Promoter (or its nominated agent) accepts no responsibility for any variation in the value of a prize.
22. If the Promoter (or its nominated agent) is unable to provide a winner with the nominated prize, the Promoter reserves the right to supply an alternative prize of equal or greater monetary value to the nominated prize, subject to any written directions given by State or Territory gaming departments.
23. Subject to the unclaimed prize draw clause, if for any reason a winner does not take / redeem a prize by the time stipulated by the Promoter, then the prize will be forfeited.
24. The Promoter (or its nominated agent) accepts no responsibility for any entries not received for any reason during the Promotion Period. Entries will be deemed to be accepted at the time of receipt by the Promoter. No responsibility will be taken for lost, late or misdirected entries. The Promoter is not responsible for technical difficulties with the entry mechanism and does not warrant that the entry mechanism will be available at all times. Any cost associated with accessing the promotional website is the authorised



representative and/or Company'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 authorised representative / Company to automatically enter repeatedly is prohibited and will render all entries submitted by that authorised representative / Company invalid.

25. If, for any reason, the Promotion is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failure or any other causes beyond the control of the Promoter, which corrupt or affect the administration security, fairness or integrity or proper conduct of this Promotion, the Promoter reserves the right in its sole discretion to the fullest extent permitted by law: (a) to disqualify any Company; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Promotion or take any other action that may be available, as appropriate.
26. Any authorised representative or Company who, in the opinion of the Promoter (or its nominated agent), tampers or interferes with the entry mechanism in any way, or who does not properly comply with the entry process, will be deemed invalid. 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 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.
27. Incomplete, indecipherable or incorrect entries or entries containing offensive or defamatory comments, or which breach any law or infringe any third-party rights, including intellectual property rights will be deemed invalid.
28. The Promoter (or its nominated agent) reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and no correspondence will be entered into.
29. The Promoter (or its nominated agent) reserves the right, at any time, to verify the validity of entries, authorised representatives and Companies, and request the winners to produce appropriate photo identification or other documentation (to the Promoter's satisfaction) in order to confirm their identity, age, place of residence, place of employment, eligibility to enter and claim a prize. If the documentation required by the Promoter is not received or the winning Company has not been verified or validated to the Promoter's satisfaction within the time requested, that winner's entry will become invalid. The prizes will only be awarded following any winner validation and verification that the Promoter requires in its sole discretion.



30. Companies 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.
31. 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. Subject to clause 32 below, the PI collected will not be used for any purpose except as set out in these Conditions of entry. The collection, storage, use and disclosure of this information is governed by Ingham's Privacy Policy, available at [ingham.com.au](http://ingham.com.au). The Privacy Policy also contains information about how authorised representatives 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).
32. All authorised representatives that enter and accept these Conditions of Entry automatically agree to receive future information relating to Ingham's products, services, or promotions by email, post or phone (voice or text) to the contact details or mobile number provided when entering. All participants may opt out of receiving further marketing communication by clicking on the "unsubscribe" link in any marketing email received.
33. Nothing in these Conditions of Entry limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act (Cth), as well as any other implied warranties under the ASIC Act (Cth) 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.
34. 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; (e) any tax liability incurred by a winner, authorised representative or Company; or (f) use of a prize.