



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

1. 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.
2. 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").
3. The Promotion is authorised under NSW Permit No. LTPS/18/21686, ACT Permit No. TP18/00195, SA Permit No. T18/155.
4. The Promotion will be open from 12:00AM Australian Eastern Daylight Savings Time ("AEDT") on Thursday, 1st March 2018 and will continue until 11:59PM AEDT on Monday, December 31st 2018 ("Promotion Period").
5. Entry is open to Australian residents aged 18 years or over. Employees (and their immediate families) of the Promoter, the Promoter's associated companies and agencies associated with this 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.
6. Commencing between 12:00am 01/03/18 and 11:59pm 30/04/18, to be eligible to enter, individuals must purchase an Ingham's Fresh Whole Chicken during the Promotion Period ("Qualifying Purchase"). To enter the Promotion individuals must then complete the following steps during the Promotion Period:
 - a. Visit www.ingham.com.au/100-years and follow the prompts to the Promotion entry page, input the requested details (including their full name, street address, email, and phone number); and then
 - b. Upload a copy of the purchase receipt for their Qualifying Purchase and submit the fully completed online entry form.
7. Commencing between 12:00am 01/05/18 and 11:59pm 31/12/18, to be eligible to enter, individuals must purchase an Ingham's Fresh Whole Chicken, Ingham's Turkey Mince or Ingham's Turkey Breast Mince product during the Promotion Period (also a "Qualifying Purchase"). To enter the Promotion individuals must then complete the following steps during the relevant Entry Period according to when their Qualifying Purchase was made:
 - a. Visit www.ingham.com.au/100-years and follow the prompts to the Promotion entry page, input the requested details (including their full name, street address, email, and phone number); and then
 - b. Upload a copy of the purchase receipt for their Qualifying Purchase and submit the fully completed online entry form. Purchase receipts must clearly show the participating retailer of purchase, the date of purchase



and the details of Ingham's product/s purchased in order to be deemed valid. For clarity, commencing from 12:00am 01/05/18 and until 11:59pm 31/12/18, entrants must submit their entry in the same Entry Period (as outlined below) according to when their Qualifying Purchase was made.

Upon submitting an entry, entrants will receive an email notification from the Promoter notifying the entrant that he or she has been accepted for participation in the Promotion ("Confirmation Email").

8. During the Promotion Period, the Promoter will send entrants (via email) promotional reminders to enter the next monthly 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; and (b) each entry must be submitted separately and in accordance with entry requirements.

MONTHLY PRIZES

10. There will be one computerised random (1) draw conducted for the entries received each month of the Promotion Period, for a total of ten (10) draws (each a "Monthly Draw"). All Monthly Draws will take place at the times and dates set out in clause 15 below at Anisimoff Legal, Suite 5, Erina Plaza, 210 Central Coast Highway, Erina NSW 2250 ("Draw Location"). Un-drawn entries in each Monthly Draw will NOT be entered into any subsequent draw(s).
11. The first valid entry drawn in each Monthly Draw will win an Ingham's branded pre-paid Visa Gift Card supplied by Universal Gift Card, for the amount of \$10,000.00 excluding GST. The prize will be awarded in the form of 2 x \$5,000 pre-paid Visa Gift Cards.
12. The next ten (10) valid entries drawn in each Monthly Draw will win an Ingham's branded pre-paid Visa Gift Card supplied by Universal Gift Card, for the amount of \$250.00 excluding GST.
13. Total prize pool value per Monthly Draw is \$12,500 excluding GST.
14. 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 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.

15. Monthly Prize draw details are as follows (all times are AEDT / AEST as applicable in NSW):

Month	Entry Period	Draw Date	Winner Publication Date	Winner Notification Date
1	12:00am 01/03/18 to 11:59pm 31/03/18	05/04/18 at 11:30am	10/04/18	06/04/18
2	12:00am 01/04/18 to 11:59pm 30/04/18	03/05/18 at 11:30am	10/05/18	04/05/18
3	12:00am 01/05/18 to 11:59pm 31/05/18	07/06/18 at 11:30am	11/06/18	08/06/18
4	12:00am 01/06/18 to 11:59pm 30/06/18	05/07/18 at 11:30am	10/07/18	06/07/18
5	12:00am 01/07/18 to 11:59pm 31/07/18	02/08/18 at 11:30am	10/08/18	03/08/18
6	12:00am 01/08/18 to 11:59pm 31/08/18	06/09/18 at 11:30am	10/09/18	07/09/18
7	12:00am 01/09/18 to 11:59pm 30/09/18	04/10/18 at 11:30am	10/10/18	05/10/18
8	12:00am 01/10/18 to 11:59pm 31/10/18	01/11/18 at 11:30am	12/11/18	02/11/18
9	12:00am 01/11/18 to 11:59pm 30/11/18	06/12/18 at 11:30am	10/12/18	07/12/18
10	12:00am 01/12/18 to 11:59pm 31/12/18	10/01/19 at 11:30am	14/01/19	11/01/19

16. 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.

17. Winners' details will be announced online at www.ingham.com.au/100-years on the dates specified in the table above. An announcement may also be posted on The Promoters social media sites.

18. A draw for any unclaimed prizes may take place on the dates specified in the table below at the same time and place as the original Monthly 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 www.ingham.com.au/100-years on the dates specified in the table below.

Monthly Draws	Unclaimed Prize Draw Date	Winner Publication Date
1, 2 & 3	07/09/18	10/09/18
4, 5 & 6	06/12/18	10/12/18
7, 8, 9 & 10	10/04/19	12/04/19

19. The total Prize pool value is \$125,000 (excluding GST).

20. The Promoter (or its nominated agent) accepts no responsibility for any variation in the value of a Prize.

21. 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.

22. 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.

23. 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 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.

24. 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 entrant; 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.
25. Any entrant 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.
26. 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.
27. 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 binding on each entrant and no correspondence will be entered into.
28. The Promoter (or its nominated agent) reserves the right, at any time, to verify the validity of entry and entrants 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, eligibility to enter and claim a prize. If the documentation required by the Promoter is not received or the winning entrant 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.



29. Entrants 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.
30. 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 31 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. 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. The Promoter may disclose entrant's PI to overseas entities (see Privacy Policy for details).
31. All participants 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.
32. 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.
33. 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 or entrant; or (f) use of a prize.