



## Terms and Conditions of Entry for 'Ingham's Love Ya Nuggs 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) of Level 4, 1 Julius Ave, North Ryde NSW 2113 Australia, Locked Bag 2039, North Ryde, NSW 1670 Australia, telephone 1800 785 940 is the promoter of this competition ("**Promoter**").
3. The Promotion is authorised under NSW Permit No. LTPS/18/28513, ACT Permit No. TP18/01904, SA Permit No. T18/1745.
4. The promotion commences for purchases at 12:00AM Australian Eastern Daylight Savings Time ("AEDT") on Thursday, 1st November 2018 and closes for purchases at 11:59PM AEDT on Friday, 30<sup>th</sup> November 2018 ("**Purchase Period**"). There will be four (4) entry periods ("**Entry Periods**") in the promotion, as follows:

| Entry Period | Starts           | Ends             |
|--------------|------------------|------------------|
| 1            | 12:00am 01/11/18 | 11:59pm 07/11/18 |
| 2            | 12:00am 08/11/18 | 11:59pm 14/11/18 |
| 3            | 12:00am 15/11/18 | 11:59pm 21/11/18 |
| 4            | 12:00am 22/11/18 | 11:59pm 30/11/18 |

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. To be eligible to enter, individuals must purchase any 400g variety of Ingham's Chicken Nuggets during the Purchase Period and retain their receipt ("**Qualifying Purchase**").
7. To enter the Promotion individuals must then complete the following steps during the Entry Period in which their Qualifying Purchase was made:
  - a. Visit [www.ingham.com.au/loveyanuggs](http://www.ingham.com.au/loveyanuggs) and follow the prompts to the Promotion entry page, input the requested details (including their full name, street address, email, phone number, gender and swimwear size); 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, entrants must submit their entry in the same Entry Period (as outlined above) 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 their entry has been submitted in the Promotion ("**Confirmation Email**").

8. There will be one (1) computerised random draw conducted for the entries received in each Entry Period, for a total of four (4) draws (each a "**Weekly Draw**").
9. During the Purchase Period, the Promoter may send entrants (via email) promotional reminders to enter the next draw(s), winner notification (if applicable) and other emails relating to the Promotion.
10. 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 transaction in excess of one (1)); and (b) each entry must be submitted separately and in accordance with entry requirements.
11. If, for any reason, a Qualifying Purchase cannot be complete, including due to supply shortage, product unavailability or any other causes, the Promoter reserves the right in its sole discretion to change or add the Promotional Product for any Entry Period, subject to legislative approval.
12. Promotional products may not be available at all retailers and the Promoter is not accountable for unavailability. Individuals must contact the retailer for further details.
13. All Weekly Draws will take place at the times and dates set out in clause 16 below in the presence of an independent scrutineer, at Anisimoff Legal, Suite 5, Erina Plaza, 210 Central Coast Highway, Erina NSW 2250 ("**Draw Location**"). Un-drawn entries in each Weekly Draw will NOT be entered into any subsequent draw(s).
14. The first 375 drawn entries that are deemed valid in each Weekly Draw will win a pair of Ingham's branded swimwear supplied by Budgy Smugglers valued at up to \$85.00. There is a total of 1500 winners across the four (4) Weekly Draws. The Promoter will endeavour to supply the requested size however sizes are subject to availability. In the event a size is not available, The Promoter will supply the closest size available.



15. The total prize pool value is up to \$127,500.

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

| <b>Entry Period</b> | <b>Draw Date</b>    | <b>Winner Date</b> | <b>Notification</b> | <b>Winner Publication Date</b> |
|---------------------|---------------------|--------------------|---------------------|--------------------------------|
| <b>1</b>            | 09/11/18 at 11:30am | 16/11/18           |                     | 19/11/18                       |
| <b>2</b>            | 16/11/18 at 11:30am | 23/11/18           |                     | 26/11/18                       |
| <b>3</b>            | 23/11/18 at 11:30am | 30/11/18           |                     | 03/12/18                       |
| <b>4</b>            | 03/12/18 at 11:30am | 07/12/18           |                     | 11/12/18                       |

17. Winners will receive an official congratulatory email from the Promoter on the notification date set out in the table above.

18. Prizes will be delivered to the postal address indicated on the entry form at the time of entry. Prizes cannot be sent to P.O. Box address. The Promoter (or its nominated agent) accepts no responsibility for loss or damage to prizes in transit or thereafter.

19. Prizes will be awarded to the person named in their entry. Should an entrant's contact details change during the promotion it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.

20. Winners' details will be announced online at [www.ingham.com.au/loveyanuggs](http://www.ingham.com.au/loveyanuggs) on the winner publication dates specified in the table above. An announcement may also be posted on the Promoter's social media sites.

21. A draw for any unclaimed prizes may take place on 05/03/19 at the same time and place as the original Weekly Draws, subject to any written directions from a regulatory authority. Winners, if any, will be notified by email within two (2) days of the unclaimed prize draw and their details will be announced online at [www.ingham.com.au/loveyanuggs](http://www.ingham.com.au/loveyanuggs) from 19/03/19.

22. If the Promoter (or its nominated agent) is unable to provide a winner with a 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 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 an Entry 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.
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 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.
26. 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.
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 binding on each entrant 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 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.
30. 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.
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 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).
32. All entrants 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 or entrant; or (f) use of a prize.