MOO PREMIUM FOODS WIN A Sea World Adventure Competition

TERMS AND CONDITIONS

- Terms and Conditions and their acceptance: Information on how to enter and prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions ("Terms and Conditions"). Participation and submitting an entry in this promotion is deemed acceptance of these Terms and Conditions.
- 2. **Eligible Entrants:** Entry is only open to Australian residents. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion.
- 3. **Ineligible persons:** Employees (and their immediate families) of the Promoter 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.
- Promotional Period: Promotion opens at 12:01am on Wednesday 21
 February 2024 and final entries close at 11:59pm on Tuesday 21 May 2024
 ("Promotional Period"). All times are CST or CDST, as applicable in South
 Australia, Australia.
- 5. **How to enter:** To enter, the entrant must during the Promotional Period complete the following steps: (i) Purchase any mooPRO 170g variety at Woolworths. (ii) Scan the QR code under lid and follow entry instructions. (iii) retain and upload proof of purchase.
- 6. Any uploaded files must be submitted in accordance with the relevant platform's requirements and must not exceed 300 MB file size.
- 7. **Entries permit:** Entrants must retain a copy of their purchase receipt(s) for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant's entries and forfeiture of any right to a prize. Purchase receipt(s) must clearly specify the store of purchase, products purchased and that the purchase was made during the Promotional Period but prior to entry.
- 8. **Invalid entries:** Incomplete, indecipherable, or illegible entries will be deemed invalid.
- 9. **Promoter rights to reject and verify:** The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity,

age and place of residence) and reserves the right, in its sole discretion, to disqualify any entrant who the Promoter has reason to believe has breached any of 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 will 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. 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.
- 11. **Winners draw:** The draw will take place on Tuesday 28 May 2024 at 10:00am at MOO Premium Foods situated at 50 Barnett Avenue, Glynde, SA 5070. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.
- 12. **Decision is final:** The Promoter's decision is final and no correspondence will be entered into.
- 13. **Notification of winners:** Within two (2) business days of the draw, the winner will be notified in writing with instructions on how to claim their prize.
- 14. **Publication of winner:** Winners name will be published online at www.moopremiumfoods.com.au from 4 June 2024 and on the Promoter's Facebook/Instagram account/Page.
- 15. **Number, value and type of prizes:** The first valid entry randomly selected, from all valid entries received, will win the prize of 5 Nights Premium Double View Room at Sea World Resort with Breakfast Package up to a value of \$3,990, 4 Village Roadshow One Pass up to a value of \$1,196, 1 Sea World Animal Adventure up to a value of \$849, 1 Animal Adventure Photo Package up to a value of \$85, and return flights up to a value of \$2,880. All monetary figures in these Terms and Conditions are in Australian dollars, inclusive of GST and based on recommended retail value at the time of printing. Redemption blackout dates during Queensland and New South Wales school holiday periods apply. Prize is valid until 21 May 2025. The Promoter accepts no responsibility for any variation of the value of the prizes. The total prize pool value is up to \$9,000.
- 16. The Village Roadshow One Pass ticket prizes are subject to the event venue and ticket terms and conditions, including any applicable age restriction. The Promoter and event organizers hereby expressly reserve the right to eject any winner (and/or any companion) for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.
- 17. If a winner of any prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian on the winner's behalf.

- 18. **Forfeited prizes:** Subject to the unclaimed prize draw clause, if for any reason a winner does not take or claim a prize (or an element of a prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
- 19. **Unavailable prizes:** If a prize (or part of a prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
- 20. **Prizes not transferable:** Prizes, or any unused portion of a prize, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
- 21. A draw for any prize, if unclaimed, may take place on 28 August 2024 at the same time and place as the original draw, subject to any written directions from a regulatory authority. The winner, if any, will be notified in writing within two (2) business days of the draw. Winners name will be published online at www.moopremiumfoods.com.au from 4 September 2024.
- 22. **Consent to use:** Entrants consent to the Promoter using the entrant's 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 competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
- 23. **Promoter's right to discontinue or modify:** 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 entrant; or (b) subject to the instructions of any regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
- 24. **Costs**: Any cost associated with accessing the competition website, Facebook or Instagram 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. **Non-excludable guarantees:** Nothing in these Terms and Conditions limit, exclude or modify 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. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including their respective officers, employees and agents) exclude 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.
- 26. **Liability excluded:** Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including their respective officers, employees and agents) are not responsible for and exclude 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 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 (g) use of a prize.
- 27. Privacy and personal information: The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to the members of the Promoter's corporate group (which may include but is not limited to Village Roadshow Theme Parks Pty Ltd and its subsidiary companies), 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. The Promoter (and its corporate group to whom entrants PI will be disclosed) will only use and disclose entrant's PI in accordance with their respective privacy policies and, if applicable, collection statements. The Promoter (and its corporate groups) to whom personal information is disclosed may use this information for future promotional and marketing purposes regarding their products and services in accordance with their respective privacy policies and, if applicable, collection statements, including contacting entrants via any contact details provided by the entrant without further reference or compensation to the entrant, for an indefinite period or until the entrant opts out. The Promoter's Privacy Policy 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 will not disclose entrant's personal information to any entity outside of Australia.
- 28. The Promoter may also disclose PI to selected partners, if an entrant consents to such disclosure at the time of entry, who may use the information for their own marketing purposes. For details on how PI will be handled by such partners, entrants should view their privacy policy (which will be made available at the time of entry, where applicable).
- 29. The laws of Australia apply to this promotion to the exclusion of any other law. Entrants submit to the exclusive jurisdiction of the courts of Australia.

30. The **'Promoter'** is Moo Premium Foods Pty Ltd (ABN: 50 156 113 709) of 50 Barnett Avenue, Glynde, South Australia 5070.

SA Permit No. T24/21, ACT Permit No. TP24/00175