

Trade Promotion: Game of Skill

***'World Pasta Day – Tell us why you love our pasta competition'***

<b>Promoter</b>	The Promoter is San Remo Macaroni Company Pty Ltd trading as San Remo, ABN 43 000 228 713 of 4 Boden Court, Windsor Gardens SA 5087 Australia, telephone number (08) 8334 8200 and facsimile number (08) 8261 0265.
<b>Name of Promotion</b>	World Pasta Day – Tell us why you love our pasta competition'
<b>Website</b>	<a href="https://www.facebook.com/sanremopasta/">https://www.facebook.com/sanremopasta/</a>
<b>Relevant State/s</b>	South Australia, New South Wales, Victoria, Australian Capital Territory, Queensland, Tasmania, Western Australia, Northern Territory
<b>Entry Restrictions</b>	<p>To be eligible, entrants must be over 18 and living in Australia and comment on the 'World Pasta Day' Facebook or Instagram post with 'why you love our pasta'.</p> <p>Employees or contractors of the Promoter or its associated companies or agencies, or any suppliers of prizes, or the immediate family of such persons, are not eligible to enter this promotion. '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, whether or not they live in the same household.</p>
<b>Promotion Period</b>	25/10/19 – 26/10/19
<b>Entry Method</b>	Comment on the San Remo 'World Pasta Day' Facebook or Instagram post with 'why you love our pasta'.
<b>Maximum Number of Entries</b>	One (1) entry per person.
<b>Judging Date &amp; Time</b>	Five (5) entrants will be selected from Facebook and/or Instagram as winners on 28 October 2019 AT 10am ACDT.
<b>Judging Criteria</b>	Entrants must submit a response saying 'why you love our pasta'. The Promoter will select five (5) entrants judged to have submitted the most creative entry to receive the prize.
<b>Prize Details</b>	The winners will receive a San Remo Love Pack which will contain a San Remo Pasta Pot and various San Remo pasta products (depending on winners' dietary requirements).
<b>Notification of Winners</b>	<p>Winners will be notified via a direct message on Facebook or Instagram between 28<sup>th</sup> and 30<sup>th</sup> of October 2019.</p> <p>If the winner(s) do not respond to the direct message by the 13<sup>th</sup> of November the prize will be forfeited and may be used or distributed by the Promoter at the discretion of the Promoter.</p>
<b>Prize Delivery</b>	The winners will be asked on Facebook or Instagram to provide their postal address, full name and phone number and their prize will be delivered via Courier.
<b>Disclaimer</b>	This promotion is in no way sponsored, endorsed or administered by, or associated with Instagram or Facebook.

#### Additional Terms and Conditions:

1. Entering this promotion constitutes acceptance of Terms and Conditions in this document, appearing on the San Remo Website ([www.sanremo.com.au](http://www.sanremo.com.au))
2. The prize cannot be sold, scalped, auctioned, raffled, pledged or promoted as an incentive or reward by any third party as an inducement for any person or other entity to enter into any commercial or other arrangements with that third party. If the prize is obtained through any of these methods, it will not be honoured by the Promoter or prize supplier.
3. The prize must be taken as offered and are not exchangeable, transferable, or redeemable for cash or for resale. In the event that the prizes are unavailable, the Promoter reserves the right to substitute a prize of equal or greater value, subject to the relevant Australian State or Territory regulations.
4. Winners may be required to verify their contact details and eligibility (identity, age, residence).
5. The Promoter reserves the right to announce the names and locality of the winners on the San Remo Facebook Page and Instagram Page.
6. Winners agree to the use of their name and image for publicity and promotional purposes, without compensation.

#### **Limitation of liability**

7. The Promoter makes no representations or warranties as to the quality, suitability or merchantability of any goods or services offered as prizes. To the extent permitted by law, the Promoter is not liable for any loss suffered to person or property by reason of any act or omission, deliberate or negligent, by the Promoter or its employees or agents, in connection with the arrangement for the supply of goods and services by any person to the prize winner or by use of the prizes. This clause does not affect any rights a consumer may have which are unable to be excluded under Australian law. To the fullest extent permitted by law, any liability of the Promoter or its employees or agents for breach of any such rights is limited to the payment of the costs of having the prize supplied again.
8. If for any reason the promotion does not run for its duration due to a computer virus, tampering, unauthorised intervention, fraud, technical failures or any other cause beyond the control of the Promoter that corrupts or affects the administration, security, fairness, integrity or proper conduct of the promotion, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or disqualify any individual who tampers with the entry process, subject to the relevant Australian State and Territory regulations. The Promoter is not responsible for any:
  - a. malfunction, delay or traffic congestion on any network or line, computer on-line system, servers or providers, computer equipment, software, or website;
  - b. failure of any email or entry to be received by the Promoter; or
  - c. injury or damage to entrants or any other person related to or resulting from participation in the promotion or downloading any materials for the promotion.
9. In the case of the intervention of any outside agent or event which naturally changes the result of the promotion or prevents or hinders its determination, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest or strikes; the Promoter may cancel the promotion and recommence it from the start on the same conditions, subject to the relevant Australian State and Territory regulations.

#### **General**

10. Entrants can only enter in their own name. Entrants who provide incorrect, misleading or fraudulent information are ineligible to participate in the promotion and all Entries of an Entrant who is deemed by the Promoter to have provided incorrect, misleading or fraudulent information may, at the discretion of the Promoter, be deemed invalid. The Promoter reserves the right to

request the Entrant produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the Entrant's identity, age, residential address, eligibility to enter and claim the prize, and any information submitted by the Entrant in entering the promotion, before issuing the prize. If any documentation required by the Promoter is not received by the Promoter (or its nominated agent) or an Entrant or Entry has not been verified or validated to the Promoter's (or its nominated agent's) satisfaction then all the Entries of that Entrant may be ineligible and deemed invalid.

11. An Entry and any copyright subsisting in an Entry irrevocably becomes, at time of entry, the property of the Promoter.
12. As a condition of entering this promotion, each Entrant consents to, in the event they are a winner, the Promoter using the Entrant's name, locality (including suburb and State or Territory of residence), likeness, image and/or voice (including photograph, film and/or recording of the same) in any media worldwide for an unlimited period of time without further notification, remuneration or compensation for the purpose of promoting, publicising or marketing the promotion (including any outcome), and/or promoting any products or services manufactured, distributed and/or supplied by the Promoter. The Entrant agrees that, in the event they are a winner, the Entrant will participate in all reasonable promoted activities in relation to the promotion as requested by the Promoter and its agents and sign any additional documents reasonably required by the Promoter to give effect to this condition.
13. The Promoter and its associated agencies and companies exclude all liability (including negligence) except for any liability that cannot be excluded by law (including any applicable consumer guarantee under the Consumer Laws), for any direct or indirect injury, loss and/or damage arising in any way out of the promotion. This includes, but is not limited to: (i) technical malfunctions, delays or failures, including those resulting from accessing any materials related to this promotion and any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this promotion as a result of any technical malfunctions, delays or failures; (ii) theft, unauthorised access or third party interference; (iii) lost or damaged Entries, prize claim or prize; and/or (iv) acceptance and/or use of any prize.
14. In these Conditions of Entry: "**Consumer Laws**" means Schedule 2 of the *Competition and Consumer Act 2010* (Cth) in Australia and the *Consumer Guarantees Act 1993* in New Zealand. "**Personal Information**" means in Australia, for the purpose of the *Privacy Act 1988* (Cth), information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether the information or opinion is recorded in a material form or not and in New Zealand, for the purpose of the *Privacy Act 1993*, information about an identifiable individual.