

# TERMS AND CONDITIONS

## San Remo 'Make Friday Night Pasta Night' Competition

### Promoter

1. 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 (08) 8334 8200 and facsimile (08) 8261 0265.

### Conditions of entry

2. Entering this promotion constitutes acceptance of these Terms and Conditions appearing on <http://sanremo.com.au> (San Remo Website)
3. This promotion is conducted under ACT TP 21/00836.

### Promotional Period

4. The promotional period will commence on Wednesday, 7 July 2021 at 9.00am ACST and closes on Tuesday, 17 August 2021 at 11.59pm ACST (**promotional period**).

### Who may enter

5. Entry is open to ACT & TAS residents aged 18 and over.
6. 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 spouse, parent, child or sibling, whether or not they live in the same household.

### How to enter

7. To enter the competition, entrants must:
  - (a) Purchase any two (2) San Remo Pasta products (excludes San Remo Fresh pasta, sauces and side dishes) of any variety, in one transaction from any participating retailer and retain the receipt as proof of purchase;
  - (b) Visit the San Remo Website at <http://www.sanremo.com.au/make-friday-nigh-pasta-night>;
  - (c) Submit the online entry form by entering personal details and providing the two (2) unique San Remo product barcode numbers. Each entry must include the entrant's name, postal address, email address, telephone number and the two (2) San Remo product barcode numbers.
8. All entries become the property of the Promoter.
9. Multiple entries are permitted, however must be individual qualifying purchases.

10. Entries not completed in accordance with these Terms and Conditions or received after the closing date will not be considered.
11. 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 to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. 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.

## **Selection of Prize Winners**

12. There will be 104 prize winners.
13. Computerised drawing of the winning entries will be conducted at Adlab 87 Kensington Rd, Norwood SA 5067 on Friday, 20 August 2021 at 10.00am ACST (**Prize Draw**). Additional reserve entries may be drawn and recorded in case an invalid entry or ineligible entrant is drawn.
14. The 1<sup>st</sup> four (4) entries drawn will each win \$2500 for your Sports Club and \$250 EFTPOS card for the winner. 4 in total to be won.  
5<sup>th</sup> – 104<sup>th</sup> entry drawn will each win a \$50 EFTPOS Card.
15. The winning entrants will be chosen randomly from the entries received. Each valid entry has an equal chance of winning a prize.
16. The result of the competition, including the determination of the winning entries is final, and the Promoter will not enter into any correspondence regarding the results.

## **Prizes**

17. Prize values are GST inclusive and represent the estimated retail value as provided by the supplier as at time of printing. The Promoter accepts no responsibility for any variation in prize value.
18. The total maximum prize pool value is estimated at \$16,000.
19. The prizes 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 regulations.

## **Notification of winners**

20. The winners will be notified within 7 days of the date of the draw by phone and email.
21. Winners may be required to verify their contact details and eligibility (identity, age, residence) and provide their receipt as proof of purchase in order to claim their prize.
22. The names of the winners will be displayed at the Promoter's Head Office, at 4 Boden Court, Windsor Gardens SA 5087 for seven (7) days after the day of the Draw.
23. The names of the winners will be published on the San Remo Website on Friday, 27 August 2021.
24. The Promoter will make every reasonable effort to contact the winner of the Prize Draws. However, if any prizes remains unclaimed after a period of three months from the date of the draw, the prize will be forfeited and a Redraw will be conducted at Adlab 87 Kensington Rd, Norwood SA 5067 on Tuesday, 30 November 2021 at 10.00am ACDT (**Redraw**).

25. Winners of the Redraw will be notified by email or telephone within a week of the date of the Redraw.
26. The Promoter will make every reasonable effort to contact the winners of the Redraw. However, if a redrawn prize remains unclaimed after a period of three months from the date of the Redraw, the prize will be forfeited and may be used or distributed by the Promoter at the discretion of the Promoter.
27. In the event of a Redraw, a list of the redrawn prizes and their winners will be displayed at the Promoter's Head Office, 4 Boden Court, Windsor Gardens SA 5087 for seven (7) days after the day of the Redraw.
28. The names of the winners of the Redraw will be published on the San Remo Website on Thursday, 2 December 2021.
29. The Promoter reserves the right to announce the names of the winners on the San Remo Social Media Pages.
30. Winners agree to the use of their name and image for publicity and promotional purposes, without compensation.

## Privacy

31. In order for entrants to participate in this promotion, the Promoter may collect the name, age, email, address and telephone number of each entrant (**Personal Information**). Any Personal Information is protected by security safeguards as detailed in the Promoter's Privacy Policy, which is available on the Promoter's Website (**Website**) at <http://sanremo.com.au/privacy-policy/>. The Personal Information is collected to enable the Promoter to administer the promotion and identify the winners.
32. By entering this promotion, those entrants who provide Personal Information consent to the use of their Personal Information for future marketing and promotional purposes of the Promoter. Winning entrant agrees that his/her identity may be disclosed in promotional material and on the San Remo Social Media Pages and San Remo Website. Personal Information will not be used for any other purpose.
33. Anyone can opt-out of receiving future advertising material by email at any time by sending an email with the subject heading "unsubscribe" to [info@sanremo.com.au](mailto:info@sanremo.com.au).
34. For further information, the Promoter's privacy policy is located on the Website.

## Limitation of liability

35. 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.
36. 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 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.

37. 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 regulations.