Promotion: Game of Chance

San Remo: Monthly Pasta Love Pack Giveaway

Promoter	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.
Name of Promotion	San Remo Monthly Pasta Love Pack Giveaway
Website	https://www.instagram.com/sanremopasta/
	https://www.facebook.com/sanremopasta
	www.sanremo.com.au
	<u>www.sanremo.co.nz</u>
Countries	Australia and New Zealand
Entry Restrictions	To be eligible, entrants must be over 18 and living in Australia or New Zealand,
	and subscribed to the San Remo Newsletter via the Facebook or Instagram pop
	up box or advertisement; or through subscribing via the 'Stay In Touch' banner
	on the San Remo Website or the competition page:
	https://sanremo.com.au/competitions/sign-up-to-our-mailing-list-to-win/
	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.
Promotion Period	6:00am ACDT Wednesday 01/01/2025 – 11:59pm ACDT Wednesday 31/12/2025
Entry Method	To have a valid entry into the giveaway, entrants must follow the following
	steps:
	1. Complete the sign up form with a valid email address on the San Remo
	Website via the 'Stay In Touch' Banner or through the competition page
	here: https://sanremo.com.au/competitions/sign-up-to-our-mailing-list-
	to-win/, or through signing up via the WIN social media form which is distributed through Meta Advertising on Facebook and Instagram.
	2. Subscribers MUST remain on the list until the time of draw, if the
	subscriber has unsubscribed from the list prior to the time of draw, they
	will not be considered a valid entrant.
Maximum Number of	1 valid entry per email address.
Entries	Once the valid email is entered in the system, this entry will be considered an
	entrant for all draws from the date entered until the end of the promotion
	period.
	Subscribers MUST remain on the list until the time of draw, if the subscriber has
	unsubscribed from the list prior to the time of draw, they will not be considered a
	valid entrant.
Draw Date & Time	Entries close at 11.59pm AEDT on the last day of each month. Three (3) entrants
	will be selected as winner at 9:00am AEDT on 2 nd of each month (unless this falls
	on weekend, in which it will be drawn the following Monday).
Drawing Method	Winners will be drawn via a computerised random selection software through
	the emails.
	3 entries will be selected each month to receive the prize.
	In total thirty six (36) winners/prizes to be given away across the promotion
	period
	Each valid email has the opportunity to win one (1) prize, subsequent months if their email is draw it will be redrawn immediately.

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Prize Details	Each winner will receive one of the following:
	 San Remo Love Pack filled with x4 randomly selected pasta packets
	(valued at \$11.80)
	x1 San Remo Pasta Pot OR x1 San Remo Lasagna Tray (valued at \$32)
	Each prize is valued at \$43.80 (AUD), with the total prize pool equating to
	\$1576.80 (AUD)
Notification of Winners	Winners will be notified via provided email 48 hours after the monthly cut off
	closes.
	If the winner(s) do not respond to the direct message 5 days after attempted
	contact via all reasonable means, the prize will be forfeited and may be used or
	distributed by the Promoter at the discretion of the Promoter.
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	Winners will be published on the San Remo website here:
	https://sanremo.com.au/giveaway-winners-list/
Prize Delivery	The winners will be asked to provide their postal address, full name and phone
	number and their prize will be delivered via courier.
Disclaimer	This promotion is in no way sponsored, endorsed or administered by, or
	associated with Instagram or Facebook, or Campaign Monitor.
Privacy	By agreeing to these terms and conditions you agree to our Privacy Policy. Which
	can be found here: <u>www.sanremo.com.au</u> and <u>www.sanremo.co.nz</u>

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)
- 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.