#### TERMS AND CONDITIONS

### Norco On Pack EKKA Promotional Competition (Promotion)

- The promoter of the Promotion is Norco Co-operative Limited (ABN 17 009 717 417) of Windmill Grove, 107 Wilson Street, South Lismore NSW 2480, Australia (**Promoter**) and is responsible for conducting the Promotion.
- 2. Information on how to enter this Promotion and the prizes available form part of these terms and conditions (**Terms and Conditions**).
- 3. Each person participating in this Promotion (**Entrant**) accepts these Terms and Conditions by entering in the manner specified under the "How to Enter" section below.
- 4. A copy of these Terms and Conditions can be accessed at <a href="www.norcofoods.com.au/win">www.norcofoods.com.au/win</a> (Promotion Website).

# **Conditions of Entry**

- 5. Entry into the Promotion is free and is only open to residents of Queensland and New South Wales aged 18 years or over.
- 6. Employees (and their immediate families) of the Promoter, participating retailers and agencies associated with this Promotion are ineligible to enter.

## **How to Enter and Entry Requirements**

- The Promotion commences at 12:01am (Australian Eastern Standard Time) (AEST) on Monday 1<sup>st</sup>
  July 2019 and closes at 11:59pm (AEST) on Sunday 4<sup>th</sup> August 2019. (Promotion Period).
- 8. To enter, Entrants must, during the Promotion Period:
  - (a) purchase a Norco branded milk product, being Norco Full Cream milk 3 litre, Norco Full Cream milk 2 litre or Norco Lite milk 2 litre from a participating retailer and retain proof of purchase;
  - (b) visit the Promotion Website and enter the requested details including the Entrant's full name, residential address, valid email address, telephone number, date of birth, Norco Product barcode
  - (c) tell us in 25 words or less why buying Aussie farmer owned and supporting local producers is important to you; and
  - (d) submit the fully completed registration page.

# (Entry)

- 9. Winners will be judged from all entries received throughout the promotional period and a hundred (100) prize winners will be selected by a judging panel at Norco Co-operative at Windmill Grove, 107 Wilson Street, South Lismore NSW 2480, Australia from 10:00am AEST on Monday 5<sup>th</sup> August 2019. The winners will be the Entrants who, in the sole opinion of the judges, have submitted the most creative and original 25 words or less answer to the question found on the entry form.
- 10. Entries received outside the Promotion Period will not be accepted.
- 11. An Entrant may enter this Promotion multiple times during the Promotion Period, subject to the following and these Terms and Conditions:
  - (a) only one Entry permitted per Norco Product purchased; and
  - (b) each Entry must be submitted separately and in accordance with the Entry requirements above.

#### **Prizes**

- 12. Each valid and eligible Entry will have a chance to win: one (1) of one hundred Family Passes to EKKA 2019 (100), each prize consisting of one Family Pass (**Prize**) valued at \$80.00 each. One EKKA Family Pass includes two (2) Adult passes and two (2) Child Passes (children must be aged 5-14 years at the time of entry) adults and children must enter gate at the same time in order to use the family pass and is valid for one single entry.
- 13. The total value of all prizes available in this Promotion (Prizes) is valued at approximately \$8,000.00
- 14. The Prize winner and his/her guests are responsible for transport.
- 15. Spending money, meals, transport to and from the EKKA, items of a personal nature, and all other ancillary costs are not included.
- 16. During the duration of the Prize, a nominated parent/guardian must accompany any person under 18 years of age. As a condition of accepting and participating in the Prizes, the winners and their companions must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
- 17. All Prizes must be used before 11:59pm AEST, 18 August 2019.

#### The Draw

- 18. Entrants will be notified by the promoter if they are a winner of one of the Prizes. Winning Entrants will then be sent a congratulatory email with their digital EKKA Family Pass. Prize winners' names will be published on the Promotion Website. All Prizes from the advertised prize pool will be distributed after the completion of the Promotion Period.
- 19. Printing errors or other quality control matters outside the control of Entrants will not invalidate an otherwise valid Prize claim. Unless otherwise due to fraud or ineligibility under these Terms and Conditions, all Prize claims in excess of the advertised prize pool will be honoured.

### General

- 20. The Promoter reserves the right, at any time, to verify the validity of an Entry and an Entrant (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. 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. 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.
- 21. 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.
- 22. The Promoter's decision is final and no correspondence will be entered into.

- 23. An Entrant must retain the original purchase receipt for each Entry as proof of purchase. Failure to produce the proof of purchase for each Entry when requested may, in the absolute discretion of the Promoter, result in the invalidation of all of an Entrant's Entries and forfeiture of any right to a Prize.
- 24. The use of EKKA Family Passes is subject to the terms, conditions and policies of the issuer.
- 25. Subject to the terms and conditions of the participating Prize supplier(s) and the unclaimed Prize draw clause, in the event that for any reason whatsoever a winner does not take the Prize or an element of the Prize at the time stipulated and once the Prize has been booked, then the Prize or that element of the Prize will be forfeited by the winner and cash will not be awarded in lieu of the Prize or that element of the Prize.
- 26. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the Promotion or suspend or modify the Prizes, subject to any written directions from a relevant regulatory authority.
- 27. If a Prize (or any part of a Prize) is unavailable, the Promoter, in their discretion, reserves the right to substitute the Prize (or that part of the Prize) with a reward of equal or greater value and/or specification, subject to any written directions from a regulatory authority.
- 28. The Prizes, or any unused portion of the Prizes, are not transferable or exchangeable and cannot be taken as cash.
- 29. Each Entrant consents 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 and including those of the Entrant's companions or family members) 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.
- 30. 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 any written directions from a regulatory authority,to modify, suspend, terminate or cancel the Promotion, as appropriate.
- 31. Any cost associated with accessing the Promotion Website is the Entrant's responsibility and is dependent on the Internet service provider used.
- 32. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify any statutory consumer guarantees or any implied condition or warranty the exclusion of which from these Terms and Conditions would contravene any statute or cause any part of these Terms and Conditions to be void (Non-Excludable Guarantees). Subject to the limitations in the preceding sentence, the Promoter excludes from these Terms and Conditions all conditions, warranties and terms implied by statute, general law or custom. Except for liability in relation to a Non-Excludable Guarantee, the Promoter (including its officers, employees and agents) excludes all liability whether arising in tort (including without limitation negligence), contract or otherwise, for any personal injury or any other loss or damage (including without limitation loss of opportunity or loss of profits); whether direct, indirect, special or consequential, arising in any way out of the

Promotion, including, without limitation, the following: (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 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 tax implications; (e) any variation in reward value to that stated in these terms and conditions; (f) any tax liability incurred by a winner and/or (g) the Prizes or the taking of the Prizes.

- 33. The Promoter collects personal information in order to conduct the Promotion and will, for this purpose, disclose such information to its prize supplier, The Royal Queensland Show (EKKA) and, as required, to Australian regulatory authorities. Entry in this Promotion is conditional on providing this information and you consent to the Promoter and/or EKKA contacting you for marketing purposes. The Promoter and/or EKKA may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Entrant. An Entrant should direct any request to opt out, access, update or correct information to the Promoter or EKKA (as the case may be). All Entries become the property of the Promoter. To view the Promoter's privacy policy please click <a href="https://norcofoods.com.au/terms-and-conditions/">https://norcofoods.com.au/terms-and-conditions/</a>. To view EKKA's privacy policy please click <a href="https://www.rna.org.au/privacy-policy.aspx">https://www.rna.org.au/privacy-policy.aspx</a>. Both the Promoter's and EKKA's privacy policies contain information about how an individual can access or correct personal information held about them or how to complain about a breach of their privacy.
- 34. This Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook. Facebook is released from all liability in regards to this Promotion.