

**PRIESTLEY'S GOURMET DELIGHTS 'QUICHE ORDER'
FOODSERVICE END USER COMPETITION APRIL-JUNE 2021**

Terms and Conditions of Entry

General

1. Information on how to enter and prizes form part of the Terms and Conditions. Entry into this competition deems acceptance of these Terms and Conditions.
2. To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.
3. The Promoter is Priestley's Gourmet Delights Pty Ltd (ABN 96 072 155 849) of 17 Breene Place, Morningside, 4170 Queensland, Australia (**'Promoter'**).

Who can enter

4. Subject to clause 5 and 6, entry is open to residents of Australia over the age of 18, as of the date of entry, who are working in, or the owner of a café, restaurant, eatery, hospitality business or retail food outlet supplied by a foodservice distributor as at time of entry and who have fulfilled the requirements set out below.
5. The entrant in this competition will be the individual listed on the competition entry form. In the case of a business making purchases which comply with these terms and conditions, that business must specify an individual entrant. Each entrant warrants that they have the permission of their employer/ principle to enter this competition if they are doing so as a result of a business purchase.
6. Employees, and their immediate families, of the Promoter and associated agencies and companies, contractors or individuals and Employees, and their immediate families, of any cake manufacturer and associated agencies and companies, contractors or individuals are not eligible to enter this competition. Immediate family means any of the following: spouse, ex-spouse, defacto 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.

How to enter

7. Entrants may enter this competition, during the Promotional Period (defined below) by:
 - 7.1. Firstly, placing an order with a Priestley's Sales representative, for a minimum of 2 boxes of 12 quiches, with at least 1 of each quiche product: pumpkin & chive quiche and spinach & ricotta quiche. (**'Eligible Products Purchase'**).
 - 7.2. And completing the order transaction with a foodservice distributor, to enable proof of purchase.
8. Entrants may enter as many times as they like.
9. Entrants must provide all requested contact details, including a valid email address, to be eligible to win. Each entry must be received by the Promoter prior to the competition close date and time.

Open, Close, Draw and Publish Dates

10. The competition commences at 8:00 am AEDT on the 19th April 2021 and closes 11:59pm AEST on 30th June 2021 (**'Promotional Period'**).
11. Entries must be received by the Promoter prior to the competition close date and time.
12. The draw from all valid entries will be conducted at the Promoter's premises at 17 Breene Place, Morningside, Qld 4170 at 11am on Thursday July 1st, 2021. Fifty (50) random entries will be drawn to each win one (1) \$25 Priestley's Sweet Rewards EFTPOS gift card

13. All winners will be notified within two (2) business days of the Prize Draw by phone and by email and their name will be published at www.priestleys-gourmet.com.au
14. Prizes will be sent within 28 days of the draw.
15. The Promoter will ensure that all valid entries have an equal chance of winning a prize.
16. The Promoter may conduct such further draws on 08/07/21 at the same time (11am) and place (at 17 Breene Place, Morningside, Qld 4170) as the original draw in order to distribute any prizes unclaimed by this date, subject to State and Territory legislation. Winners of any further draws will be notified by email within two business days of the draw. Their names will also be published on 08/07/21 at www.priestleys-gourmet.com.au for 28 days.

Number of Entries permitted

17. Each entry must comply with the entry requirements specified in these Terms and Conditions. All entrants must retain their original receipts, invoices, documents or labels to validate proof of purchase during the Promotional Period. Such evidence must, on request by the Promoter, be provided to the reasonable satisfaction of the Promoter, to demonstrate that the entrant has complied with these Terms and Conditions. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has satisfied this clause. An entrant must provide any requested documentation to the Promoter upon request. The Promoter may immediately redraw a new winner if the first drawn entrant is unable to satisfy this clause.

Prize on offer

18. The total prize pool is up to \$1,250 (inc GST) as of 16/04/2021
19. There will be a total of up to fifty (50) winners.
20. The 50 winners will each receive one (1) "sweet rewards" eftpos debit card to the value of \$25.
21. Each rewards card will be subject to separate terms of use including expiry dates which must be adhered to.
22. In the event a winner does not take the prize by the time stipulated, then the entire prize will be forfeited by the winner and cash will not be awarded in lieu of the prize.
23. Any entrant found to have used a third party (including online competition entry site) to enter on their behalf will have all entries invalidated and any claim they have to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any prize awarded. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.
24. Any entrant found to be entering incorrect contact details, including incorrect email contact details, will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any prize awarded. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.
25. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State and Territory legislation. Cash will not necessarily be awarded as a substitute. It is a condition of

- accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
26. The Promoter highly recommends a current residential street address be provided when requested for ease of correspondence and potential prize delivery. The Promoter makes all reasonable efforts to deliver prizes to the addresses provided by competition entrants. The Promoter cannot guarantee that any prizes returned to the Promoter due to non-delivery at the provided address will be re-sent to the prize winner.
 27. The Promoter reserves the right to conduct a redraw in the event that an entrant, claiming to be a winner, is unable to satisfy these Terms and Conditions or has breached these Terms and Conditions.
 28. The Promoter's decision in relation to any aspect of the competition is subject to State and Territory legislation but also final and binding on each person who enters. No correspondence will be entered into. No responsibility is accepted for late, lost or misdirected entries. Prizes are subject to availability, not transferable or exchangeable and, with the exception of cash prizes, cannot be taken as cash. Prizes will be sent to the winner's nominated address as stated in their original entry. The Promoter and their associated agencies, and companies associated with this promotion will take no responsibility for prizes damaged or lost in transit.

Privacy Collection statement

29. By submitting an entry into this competition entrants consent to receive promotional and other marketing messages from the Promoter (including messages sent electronically for an unlimited period of time). Entrants will be able to opt-out at any time by following the instructions included in each message sent by the Promoter.
30. The Promoter and its related entities collect entrants' personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying winners). The Promoter may disclose personal information collected to an agent who is engaged to conduct the competition draw and for prize fulfilment. The Promoter may also disclose personal information collected to Australian regulatory authorities, such as the regulators of trade promotions. The Promoter will otherwise handle your personal information in accordance with its Privacy Policy available at www.priestleys-gourmet.com.au. You may request access or to update your personal information or lodge a complaint by writing to The Marketing Co-ordinator at the address above listed for the Promoter

Copyright, Statutory guarantees, Waiver and liability

31. In participating in the prizes, the winners agree to participate and co-operate as required in all editorial activities relating to the Competition, including but not limited to being interviewed and photographed. The winners (and their companions) agree to granting the Promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide, including online social networking sites, and the winners (and their companions) will not be entitled to any fee for such use.
32. Prize-winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of that prize.
33. The Promoter (subject to State and Territory legislation) reserves the right to amend, cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affect the administration security, fairness, integrity or proper conduct of this competition. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition. In particular, generation and use "scripting" is not permitted and will not be accepted.
34. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.

35. 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 2010 (Cth), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes 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.
36. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes 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 claim 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 (f) use of a prize. The Promoter (including its' officers, employees and agents) excludes all liability for any loss (including, without limitation, indirect, special or consequential loss or loss of profits or opportunity), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this competition including taking or using a prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law), including the Non-Excludable guarantees. Any change in value of the prize occurring between the publishing date and date the prize is claimed is not the responsibility of the Promoter.