

## Three Aussie Farmers Chinese New Year Promo

### TERMS AND CONDITONS

The promoter is SunPork Fresh Foods Ltd whose registered office is at 1/29 Smallwood Place, Murarrie QLD 4172.

The competition is open to residents of Australia aged 18 years or over, except employees of the SunPork Group and their close relatives and anyone otherwise connected with the organisation or judging of the competition.

By entering this competition, an entrant is indicating his/her agreement to be bound by these terms and conditions.

You must follow our 'Three Aussie Farmers' Instagram page and enter your details via our website to enter the competition.

Route to entry for the competition is displayed on the Slow Cooked Pork Belly Chinese New Year box and details of how to enter are displayed on the Three Aussie Farmers Website and the Three Aussie Farmers Instagram and Facebook Pages.

Multiple entries from the same person will not be accepted.

Entries open 21<sup>st</sup> January and the closing date for entry will be 24<sup>th</sup> February 2019. After this date the no further entries to the competition will be permitted. The Winner will be drawn on the 25<sup>th</sup> of February 2019.

No responsibility can be accepted for entries not received for whatever reason.

The rules of the competition and how to enter are as follows:

- The promoter reserves the right to cancel or amend the competition and these terms and conditions without notice in the event of a catastrophe, war, civil or military disturbance, act of God or any actual or anticipated breach of any applicable law or regulation or any other event outside of the promoter's control. Any changes to the competition will be notified to entrants as soon as possible by the Promoter.
- The Promoter is not responsible for inaccurate prize details supplied to any entrant by any third party connected with this competition.
- The prize is as stated, and no other alternatives will be offered. The prizes are not transferable. Prizes are subject to availability and we reserve the right to substitute any prize with another of equivalent value without giving notice.
- The winner will be drawn by an independent adjudicator appointed by SunPork Fresh Foods.
- The winner will be notified via a Three Aussie Farmers Instagram post and via the email address provided by the entrant, at approximately 4:00pm (AEST) on the 25<sup>th</sup> February 2019. If the winner does not claim the prize within 7 days of notification, the Promoter reserves the right to withdraw the prize from the winner and select a replacement winner.
- Delivery of the prize will be discussed individually with the winner.
- There will be one (1) winner of the competition.

- The prize includes economy flights for 2 people from the nearest major Australian Capital city to China, all transfers within China, 7 nights twin share hotel accommodation, breakfast daily, private coach transportation with English speaking guides throughout and all tipping, sightseeing and entry fees to sites.
- Spending money, travel taxes, travel insurance, passports, visas and all other ancillary costs, as well as obtaining any of these, are the responsibility of the winner. Frequent flyer points do not form part of the prize.
- Selected dates apply, subject to availability and changes. SunPork Fresh Foods will not be responsible for any flight cancellations or change in timings once booked.
- SunPork Fresh Foods is not responsible for any costs that are incurred due to unforeseen circumstances such as weather events, lost baggage, terrorist attacks or flight cancellations.
- The prize must be booked and confirmed by the 27<sup>th</sup> May 2019. The winner must give the promoter 6 weeks notice prior to preferred travel dates, otherwise it will be deemed to be forfeited by the winner. Travel must depart before 1<sup>st</sup> May 2020. Once booked and issued, all terms, conditions, travel validity and changes are subject to the airlines fare rules and charges for the applicable class of travel booked and will be the responsibility of the prize winner at their own expense.
- Once booked and issued, all terms, conditions, travel validity and changes are subject to the accommodation providers rules and charges for the applicable class of accommodation booked and will be the responsibility of the prize winner and at their own expense.
- No responsibility will be taken for lost, late or misdirected entries.
- The promoters decision in respect of all matters to do with the competition will be final and no correspondence will be entered.
- Each entrants personal information is collected to enable the Promoter to administer and promote this competition and the winner. The personal information of the winner may be provided to third parties who are assisting the Promoter, including prize suppliers, deliverers and authorities that regulate competitions. Entrants who fail to provide all requested personal information may be determined by the Promoter, at its sole discretion, to be ineligible to win. Errors or omissions may be accepted at the Promoters discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- The collection, use and disclosure of personal information provided in connection with this promotion is further governed by the Promoter's privacy policy found at: <https://www.sunporkfreshfoods.com.au/privacy-policy/>
- By entering this competition [following the Three Aussie Farmers Instagram Page and entering via the website], an entrant is indicating his/her agreement to be bound by these terms and conditions.
- The competition and these terms and conditions will be governed by Queensland law and any disputes will be subject to the exclusive jurisdiction of the courts of Queensland.
- The winner agrees to the use of his/her name - First name and State of residence only, in any publicity material. Any personal data relating to the winner or any other entrants may

be used in future Three Aussie Farmers marketing material. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram, Twitter or any other Social Network.

- In the event of war, terrorism, state of emergency, disaster or any other circumstance beyond the control of the Promoter, the Promoter reserves the right to either provide an alternative travel destination to the same value as the original prize or, subject to any applicable laws or written directions made under applicable legislation, to cancel, terminate, modify or suspend the promotion.
- The Promoter will not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained (including but not limited to death and emotional or physical trauma) in connection with the prize except for any liability, which cannot be excluded by law. The Promoter will not be responsible for any incorrect, inaccurate or incomplete information communicated in the course of or in connection with this promotion if the deficiency is occasioned by any cause outside the reasonable control of the Promoter including without limitation technical malfunctions or failures. Tax implications may arise from the receipt or use of a prize. Independent financial advice should be sought. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
- If for any reason this promotion is not capable of running as planned because of infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to cancel, terminate, modify or suspend the promotion subject to any written directions under applicable legislation. The Promoter also reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoters legal rights to recover damages or other compensation from such an offender are reserved.
- The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment, software, technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to participants or any other person's computer related to or resulting from participation in or down-loading any materials in this promotion.
- All entries and any copyright subsisting in the entries become and remain the property of the Promoter. The Promoter collects contact information about entrants in order to contact them about the promotion and where appropriate award prizes and may also use the information to assist the Promoter in improving goods and services and to contact entrants in the future with special offers via any medium including mail and commercial electronic messages. If you do not provide the information, you cannot participate.
- Entry into the competition will be deemed as acceptance of these terms and conditions.