

Harris Farm Markets

“Coloured By You Competition”

TERMS AND CONDITIONS

1. Instructions on how to enter and details of the prizes form part of these Terms and Conditions. Participation in this Competition is deemed acceptance of these Terms and Conditions.
2. The Promotion commences at 12.00am AEDST on 15th February 2023 and ends at 11.59pm AEDST on 12th March 2023 (“Competition Period”). Entry into this Competition is only open to Australian permanent residents.
3. Employees (and their immediate families) of the Promoter, any participating Harris Farm Markets store and agencies associated with this Competition are ineligible to enter. 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 first cousin.
4. 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.

How to Enter:

5. To be eligible to enter (eligible entry) individuals must, during the competition period either:
 - (a) return their completed entry forms to their local Harris Farm store
 - (b) submit it online at harrisfarm.com.au/coloured-by-you
7. Limited to 1 entry per person. All entrants agree to being signed up to the Harris Farm Database as a requirement of entry. Multiple entries not permitted.
8. Entries must follow the competition theme and specifications and be coloured and finished with coloured markers (drawings made with pencils, crayons or pens won’t be accepted).

Judging Process

9. All eligible entries from the competition period will be entered into a judging process conducted at Harris Farm Markets Pty Ltd of Warehouse W, Sydney Markets, Flemington NSW 2129 at 12pm AEST 20/03/23.
10. The Promoter will be responsible for selecting drawings/entries and making them available online for voting by Harris Farm Friend of the Farm customers to choose 26 winners (one per store). Selected entries will be disclosed on our EDMs and social channels on 29/03/23 and winners announced on 05/04/23.

11. Winners will be notified by telephone and/or email within two (2) business days of the relevant voting, and their name published at www.harrisfarm.com.au on date to be confirmed.

Prizes

- (a) Prizes are 26x \$100 gift card (one per winner) to be used in any Harris Farm store, including online store, for the period of 3 years.
- (b) Each winner will also have their drawing printed on Harris Farm Tote Bags commercialized at Harris Farm stores (Immeasurable)

The prize winner must provide the Promoter with certified copies of all required documentation as required by the Promoter before the prize is awarded. It is a condition of accepting the prize that the prize winners may be required to sign a legal release in a form to be determined by the Promoter in its discretion. The prize winners agree to being recorded for marketing and promotional purposes.

General

12. Maximum total prize pool value is \$2,600 (\$100 per person/winner)
13. Incomplete or indecipherable entries will be deemed invalid.
14. If there is a dispute as to the identity of an entrant, the entrant will be deemed to be the person whose name is entered on the entry form.
15. Subject to the prize clause, if for any reason a winner does not take a prize (or an element of the prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
16. The Promoter's decision is final and no correspondence will be entered into.
17. If a prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
18. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
19. 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 Competition, as appropriate.
20. Any cost associated with accessing the competition website is the entrant's responsibility and is dependent on the Internet service provider used. The use of any automated software or any other mechanical or means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
21. Entrants consent 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) 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.

22. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify **the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws** in the States 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.
23. 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, unauthorized 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) taking and/or use of a prize.
24. The Promoter collects personal information (“**PI**”) in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its privacy policy, which can be accessed by visiting www.harrisfarm.com.au/privacy-policy. In addition to any use that may be outlined in the Promoter’s Privacy Policy, the Promoter may also, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to opt out, access, update or correct PI to the Promoter and direct any complaints regarding treatment of their PI according to the Privacy Policy. All entries become the property of the Promoter. Entrants’ PI will not be disclosed to any entity outside of Australia.
25. As a condition of accepting a prize, each winner 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.
26. The Promoter is Harris Farm Markets Pty Ltd (ABN 79 093 040 754) of Warehouse W, Sydney Markets, Flemington NSW 2129.