## Win 1 of 5 double-passes to Wanderlust TRUE NORTH this September!

## **TERMS AND CONDITIONS**

- 1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
- 2. Entry is only open to NSW and QLD residents, who are individuals and aged 18 years and older.
- 3. Employees (and their immediate families) of the Promoter, participating store and agencies associated with this promotion 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 cousin.
- 4. Entries into the promotion open at 9:00am AEST on 20/07/23 and close at 11:59pm AEST on 03/08/23 ("**Promotional Period**").
- 5. A Participating Store is any Harris Farm store in NSW or QLD that displays material relating to the promotion during the Promotional Period (**"Participating Store"**).
- 6. To enter, individuals must, during the Promotional Period, purchase any two Wanderlust ("Eligible Products") products from a Participating Harris Farm Markets Store ("Qualifying Transaction") and scan their Harris Farm Friend of the Farm loyalty card to go into the draw in a single transaction. Limit of one entry per transaction. Retain receipt(s).
- 7. Once an eligible entry has been submitted, entrants will be awarded one (1) entry into an available draw ("One-off Draw"); and (b) if they have won an instant prize and if so, details on how to verify their entry and claim their prize. Each entrant that has won an instant prize must claim their prize by 11.59pm (AEST) on 15/08/23. If the prize is not claimed by this time, the entrant's entitlement to the prize lapses. All winners are subject to verification in accordance with these Terms and Conditions.
- 8. Entrants must retain their original purchase receipt(s) for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant's entries and forfeiture of any right to a prize. Purchase receipt(s) must clearly specify the store of purchase and that the purchase was made during the Promotional Period but prior to entry.
- 9. 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 reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- 10. Incomplete or indecipherable entries will be deemed invalid.
- 11. 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.
- 12. There will be a total of five (5) double-passes to be won. Entries open and close on the dates/times indicated in the table below. All draws will take place at Warehouse W Sydney Market, Flemington NSW 2129, on the dates/times indicated below. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible

entrant is drawn. Prize winners will be notified by telephone and email within two (2) business days and all winners will have their names published at <u>harrisfarm.com.au/wanderlust-comp</u>

- 13. The Promoter's decision is final and no correspondence will be entered into.
- 14. The first five valid entries drawn will win 1 of 5 double-passes to Wanderlust True North, valued at over \$300ea. The winners will have the option to select whether they would like to attend either the Gold Coast event on 21<sup>st</sup> September 2023 or Sydney event on the 23<sup>rd</sup> September 2023. Please note that the prize includes the double-passes only. Any other expenses associated with attending the event, including but not limited to flights, accommodations, and meals, are not included and will be the responsibility of the winner.
- 15. Winner/s are responsible for ensuring that all prize delivery details provided are correct. The Promoter will not be liable for any costs associated with re-delivery of a prize, should the delivery details provided by a winner be incorrect.
- 16. Subject to the unclaimed prize draw clause, if for any reason the winners do not take the prize by the time stipulated by the Promoter, then the prize will be forfeited.
- 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 or specification, subject to any written directions from a regulatory authority.
- 18. Prizes are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
- 19. 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.
- 20. 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.
- 21. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
- 22. 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.
- 23. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees, or any statutory warranties under Australian law ("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.
- 24. 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 of a prize
- 25. 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 entrants consent to the Promoter using their PI for these purposes or any other purposes set out in its Privacy Policy. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <a href="https://www.harrisfarm.com.au/pages/privacy-policy">https://www.harrisfarm.com.au/pages/privacy-policy</a>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, 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. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose PI to any entity outside of Australian
- 26. The Promoter is Wanderlust ANZ PTY LTD (ABN 21 626 930 167) of L4, 459 Church ST Richmond VIC 3121 ("**Promoter**").