

WIN A THERMOMIX PACK VALUED AT \$2089 RRP

TERMS AND CONDITIONS

To be eligible to enter the competition, individuals must complete and submit the required data fields on the entry form available on the Tony Ferguson website address: <https://www.tonyferguson.com/win-a-thermomix/>, between 7.00am AEST on Monday 2nd March 2020 and 11:59pm AEST on Monday 30th March 2020 ('Promotional Period').

1. Any information on how to enter the competition and prizes received by the winners of the competition form part of these Terms and Conditions. Participation in the competition is deemed acceptance of these Terms and Conditions.
2. Entry is open to Australian residents only who are aged 18 years or older. Employees (and their immediate families) of the Promoter, or of a TerryWhite Chemmart, Terry White Chemists, Chemmart or Chemplus store or other agencies or companies associated with this Promotion may be entered into the competition as a result of completing and submitting the required data fields on the entry form available on the Tony Ferguson website address: <https://www.tonyferguson.com/win-a-thermomix/>, but are ineligible to win the competition.
3. 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.
4. Entrants may only enter into the prize draw once during the Promotional Period.
5. 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.
6. The competition commences at 7.00am AEST on Monday 2nd March 2020 and concludes 11:59pm AEST on Monday 30th March 2020. Entrants who complete and submit a valid entry form via the Tony Ferguson website: <https://www.tonyferguson.com/win-a-thermomix/> within the Promotional Period will be entered into the draw.
7. The entries for the draw will be exported and encrypted for the purposes of entering the information into a logic engine which will draw the winner at random. An independent scrutineer will witness the random selection of the encrypted identifier and the independent lookup of the encrypted identifier to the original list of entrants.
8. The draw will take place at the Brisbane Head Office of TW&CM Pty Ltd, Ground Level, 50 Park Road, Milton QLD 4064 on Tuesday 31st March 2020 between 9:00am and 5:00pm AEST. The first valid entry drawn on Tuesday 31st March 2020 will win one (1) Thermomix pack, valued AU\$2269, which includes one (1) Thermomix TM6, one (1) Thermomix Varoma steaming attachment, one (1) Thermomix measuring cup, one (1) Thermomix simmering basket with lid, one (1) Thermomix splash guard, one (1) Thermomix butterfly whisk, one (1) Thermomix spatula, one (1) Thermomix Basic Cookbook and one (1) six month subscription to Cookidoo (Thermomix's online recipe library). The winner will be notified by telephone or in writing by mail or email within two (2) working days of the draw. The Promoter's decision is final and no correspondence will be entered into.

9. The winner is responsible for providing valid contact details for communication and liaising with the Promoter to coordinate the delivery of the prize to the winner.
10. If for any reason a prize is not claimed by the time determined by the Promoter in its sole discretion or the Promoter is unable to contact the winner, a redraw for the prize will take place on Tuesday 7th March 2020 at the same time and place as the original draw, subject to any directions from a regulatory authority. The winner, if any, will be notified by phone and in writing by mail or email within two (2) business days of the re-draw. The prize draw process in Clause 8 will be repeated if there are any subsequent redraws required.
11. The total prize pool for the competition is AU\$2269. Prizes, or any unused portion of a prize, are not transferable or exchangeable. The prize must be taken as offered. Any prize, unused portion of any prize, or portion of the prize that the prize winner is not entitled to, is not exchangeable or cannot be redeemed as cash. Prizes cannot be used in conjunction with any other special offer. Prize values are in Australian dollars. The Promoter accepts no responsibility for any variation in the prize values.
12. Subject to any written directions from a regulatory authority, the Promoter, in its sole discretion, reserves the right to substitute the prize or part of the prize with a prize equal to the value and/or specification.
13. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the competition, or suspend or modify a prize, subject to any written directions from a relevant regulatory authority.
14. Entrants consent to the Promoter using the entrant's 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, including social media, for an unlimited period without remuneration for the purpose of promoting this competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
15. Any costs associated with redeeming a prize or with accessing the promotional website: <https://www.tonyferguson.com/win-a-thermomix/> is the entrant's sole responsibility. 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.
16. If this competition 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, 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.
17. 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 State and Territories of Australia ("Non-Excludable Guarantees").

18. 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; (f) use of the prize or (g) any other reason arising in any way out of or in connection with the competition.
19. The Promoter collects personal information provided by entrants to conduct the competition and may, for this purpose, disclose such information 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 information. The Promoter may, for an indefinite period unless otherwise advised, use the information for promotional, marketing, research, profiling and publicity purposes including sending electronic messages or telephoning the entrant. Entrants should direct any request to access, update or correct information to the Promoter. All entries become the property of the Promoter. By entering the competition and opting in at the point of entry into the competition, each entrant agrees that the Promoter may use the entrant's personal information in this way.
20. The laws of Australia apply to this competition to the exclusion of any other law. Entrants submit to the exclusive jurisdiction of the courts of Australia.

The Promoter is:

TW & CM Pty Ltd

50 Park Road, Milton QLD 4064

Telephone: 07 3238 0222

ABN: 3813 683 3620

Authorised under permit numbers:

NSW permit number: LTPS/20/41439