## **RACO 'LIFT THE LID" PROMOTION**

## **TERMS AND CONDITIONS**

## **GENERAL**

- 1. Instructions on how to enter, prizes and other details contained within the promotional advertisements form part of these Terms and Conditions. Participation in the promotion is deemed acceptance of these Terms and Conditions.
- 2. Entry is only open to Australian residents aged 18 and above ("Entrant"). Employees of the Promoter or related companies, the Promoter's agencies associated with the promotion, and their immediate families, 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 1st cousin.
- 3. The Promoter reserves the right, at any time, in its sole discretion to disqualify any individual who it has reason to believe has breached any of these Terms and Conditions, not followed the rules as set out by the Promoter, and agreed to, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- 4. 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, 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.

## **HOW TO ENTER**

- The Promotion commences on 01/08/2023 and concludes at 11:59pm AEDST on 19/11/2023 ("Promotional Period"). Entries submitted outside these dates will be deemed outside the Promotional Period and declared as void.
- 6. A participating retailer is any store in Australia that displays advertising material for this Promotion ("Participating Retailer").
- 7. To enter and be eligible for the draw, Entrants must complete the following steps during the Promotional Period:
  - 7.1. Purchase any RACO branded cookware or bakeware product) from a Participating Retailer in store or online or at Raco.com.au ("Qualifying Transaction") within the Promotion Period;
  - 7.2. Visit << <a href="https://www.raco.com.au/win>>;">https://www.raco.com.au/win>>;</a>
  - 7.3. Input the requested details on the online entry form, including name, email address, phone number, the details of the purchase and upload the proof of purchase receipt when prompted; and then submit the fully completed online entry form. It is the Entrant's responsibility to ensure contact details are correct and up to date.
  - 7.4. Once submitted, Entrants will be given one (1) entry into the major draw. Entrants will also be awarded one (1) opportunity to lift the lid. Each Entrant will be given one (1) entry in their Qualifying Transaction. Entrants will be notified on screen after lifting the lid if that lid has resulted in an instant win prize along with details on how to claim their prize.
  - 7.5. Proof of purchase will be required at time of entry. Entrants must supply proof of purchase with their entry form and must be able to produce a copy of the purchase receipt upon request, in order to enter and claim any prizes.
- 8. This is a game of chance and skill plays no part in determining winners.

- 9. By entering the Promotion, Entrants agree to sign up to the RACO database, and receive promotional material such as news, latest offers, product and promotional material.
- 10. One entry per transaction is permitted. Multiple entries are permitted if multiple Qualifying Transactions are made. Each entry must be submitted separately.
- 11. 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.
- 12. 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.
- 13. Any costs incurred by the Entrant associated with entering the Promotion and claiming the prize, including accessing the RACO website, are the sole responsibility of the Entrant.
- 14. 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.
- 15. Incomplete or indecipherable entries will be deemed invalid.
- 16. Entries via the website are deemed to be received at the time of receipt into the Promoter's database not at the time of transmission by the Entrant.
- 17. Any person who is discovered to have used or attempted to use more than one name in entering the Promotion will be disqualified from participating in the Promotion and/or redeeming a prize.

### **MAJOR DRAW**

- 18. The major draw will take place at Anisimoff Legal, 3 Amy Close, Wyong NSW 2259 at 11:00am AEDST on 21/11/2023. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winner will be notified in writing by email within seven (7) days of the draw. The winner's name will be published online at <a href="https://www.raco.com.au">www.raco.com.au</a> on 04/12/2023.
- 19. The first valid entry drawn, from all valid entries received, will win a RACO Kitchen Essentials cookware set valued at \$699.95.

### **INSTANT PRIZES**

20. The instant win prizes available to be won, randomly, throughout the Promotional Period include:

Quantity		Value/RRP	Total Value
40	Gift Vouchers	\$ 50.00	\$ 2,000.00
40	Gift Vouchers	\$ 25.00	\$ 1,000.00
25	HOYTS movie vouchers	\$ 100.00	\$ 2,500.00
75	RACO cleaner liquid NS	\$ 18.95	\$ 1,421.25
75	RACO cleaner liquid SS	\$ 18.95	\$ 1,421.25
75	RACO cleaner powder SS	\$ 12.95	\$ 971.25
50	RACO kettle	\$ 89.95	\$ 4,497.50
			\$ 13,811.25
380 prizes	Total		

21. Any ACT or SA winners of an instant prize will have their names will be published online at www.raco.com.au on 04/12/2023.

## **GENERAL**

- 1. The Promoter's decision is final and no correspondence will be entered into.
- 2. Any ancillary costs associated with redeeming a voucher are not included. Any unused balance of the voucher will not be awarded as cash. Redemption of a voucher is subject to any terms and conditions of the issuer including those specified on the voucher.
- 3. The Promoter accepts no responsibility for any variation in prize value.
- 4. Prizes are not transferrable or redeemable for cash or other forms of credit, unless otherwise specified. Prizes must be taken as offered by 24/01/2024 and cannot be varied unless
- 5. The prizes will be sent to the designated address as entered by the entrant, all responsibility for giving the correct details lie with the entrant. The Promoter will not make additional costs to deliver the prize to another address.
- 6. The Promoter accepts no responsibility for any tax implications that may arise from this promotion. Independent financial advice should be sought by the Entrant.
- 7. The Promoter will not be liable for any costs incurred with accepting a prize.
- **8.** In the event of war, terrorism, state of emergency, pandemic or any other kind of disaster, the Promoter reserves the right to cancel, terminate, modify, or suspend the promotion, or suspend, substitute, or modify a prize, subject to any written direction from a relevant regulatory authority.

### **PRIZE AVAILABILITIY**

- 9. The Promoter is not obliged to provide a prize to a winner if the winner is, or will be prevented or prohibited, from using or otherwise enjoying the prize by any law.
- 10. The Promoter reserves the right, at any time, to request the winner to provide proof of identity, proof of age, proof of residency and/or proof of entry validity in order to claim a prize. Proof of identification, residency, age and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
- 11. 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.

## **UNCLAIMED PRIZES**

- 12. The redraw for any unclaimed prizes will be conducted at 10:00am AEDST on 25/01/2024 at Anisimoff Legal, 3 Amy Close, Wyong NSW 2259, subject to any directions from a regulatory authority.
- 13. Winners (if any) will be notified by telephone and email within seven (7) days of the draw and their names will be published online at www.raco.com.au on 31/01/2024.

## THE PROMOTER

- 14. Promoter is Meyer Cookware Australia Pty. Ltd. (ABN 28 073 818 069) 1-19 Merrindale Drive, Croydon South VIC 3136, telephone 03 9761 5655 ("Promoter"). Personal information will be held in accordance with the Meyer Cookware Australia Privacy Policy.
- 15. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 16. Your personal information will be used for your participation in this promotion and keeping you informed of our latest news and offers. Our Privacy Policy is available at <a href="www.RACO.com.au/privacy-policy">www.RACO.com.au/privacy-policy</a>, or by request to us. The Promoter will not disclose personal information to any entity outside of Australia.
- 17. The Privacy Policy 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 are dealt with. Entrants can advise the Promoter at any time if they no longer wish to participate in any research and marketing activities conducted by the Promoter. Otherwise, their consent will remain current until specifically withdrawn. The Promoter may disclose Entrants' personal information for the above purposes to other companies associated with the promotion, related bodies

- corporate of the Promoter, the Promoter's information technology providers and database service providers and other entities which provide research and marketing services to the Promoter.
- 18. Quality control errors will not invalidate an otherwise valid prize claim. Unless otherwise due to fraud or ineligibility under these Terms and Conditions, all prize claims in excess of the advertised prize pool will be honoured. Any instant win prizes that remain unclaimed will be awarded in the unclaimed prize draw. Instant win game materials void if stolen, forged, mutilated or tampered with in any way.
- 19. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of property); whether direct, indirect, special or consequential, arising in any way out of the Promotion, including, but not limited to, where arising out of the following:
  - Any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
  - Any theft, unauthorised access or third party interference;
  - Any claim or offer 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; or
  - Any variation in the offer value to that stated in these Terms and Conditions.

# **PUBLICITY MATERIALS**

- 20. It is a condition of entry that the Promoter has the right to publicise, broadcast, and communicate to the public the names, characters, likenesses, or voices of any Entrants for this promotion or any matter incidental to the Promotion.
- 21. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event that they are the winner being communicated to the public on the websites and by other variety of media for an unlimited period without remuneration for the purpose of promoting this promotion, and promoting any products manufactured, distributed and/or supplied by the Promoter.
- 22. At the Promoter's reasonable request, Entrants must participate in photo, recording, video and/or film session(s) ("Publicity Materials"). The Promoter may publicise, broadcast or otherwise disclose the name, character, likeness, statements made by or any recording of the voice of Entrants in a Promotion in any media for any reason (including for advertising or promotional activities connected to a Competition and to advertise that a winner has won a prize), and Entrants consent to:
  - 22.1. Being filmed, photographed, broadcast or otherwise recorded, in connection with the Promotion (including in taking or using any prize); and
  - 22.2. The Promoter repeating any such film, broadcast or recording at any time, in any medium worldwide (including, without limitation, the internet) and in any reasonable manner it sees fit without any further compensation or fee.
- 23. Entrants must not, in any media, discuss, comment on or express a view about the Promoter or the Promotion without the prior written consent of the Promoter, in which case Entrants must:
  - 23.1. Comply with the Promoter's instructions; and
  - 23.2. Not express a negative, misleading or fraudulent comment about the Promoter, its operations, policies, personnel and/or any Promotion.
- 24. Entrants also acknowledge that the Publicity Materials may be provided to the prize provider for the purposes of promotional display.
- 25. Winners agree that they will not sell or otherwise provide their stories and/or photographs to any media or other organisation.

NSW Authority No. TP/02727. ACT Permit No. TP23/01101. SA Permit No. T23/858