

## Terms and Conditions

### “Win 1 of 100 FREE Fruit Splash Coolers”

**Promoter:** Bickford’s Australia Pty Ltd as trustee of the Bickford’s Australia Unit Trust (ABN:12 932 246 834) of 162 Cross Keys Road, Salisbury South SA 5106.

Information on how to enter forms part of the terms of entry. Entry into the competition is deemed acceptance of these terms and conditions.

#### Entry Restrictions

Entry is open to all residents of South Australia and Victoria who are 18 years of age or over who satisfy the entry requirements outlined in Entry Method. However, directors, management, employees, officers and contractors (and their immediate families) of the Promoter or of the agencies or companies associated with this competition are ineligible. “Immediate families” means spouse, partner, parent, natural or adopted child, and sibling (whether natural or adopted by a parent), whether or not they live in the same household as the director, manager, employee, officer or contractor.

#### Competition Period

The competition commences on Wednesday 9 January, 2019 at 00:01 ACST and concludes on Tuesday, 26 February 2019 at 23:59 ACST.

Entries into prize draw must be received by 23:59 ACST on 26 February 2019. The time of entry will in each case be the time recorded on the registration database. The Promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason. Any entry that is made on behalf of an Entrant by a third party will be invalid.

#### Entry Method

To enter, entrants must:

Download the OTR App from either the Apple App Store or Google Play as found on [www.ontherun.com.au](http://www.ontherun.com.au) or at the App store or Google Play Store onto their device;

and

Register their details via the OTR App with a valid email address, or via Facebook as directed within the OTR App;

And

Purchase any Fruit Splash product listed in the annexure to these terms and conditions from OTR stores in one transaction and have their OTR Rewards barcode in the OTR App scanned at the same time as the transaction purchase is made.

Entry will be automatic once an eligible purchase has been made via the OTR App in accordance with the above.

Entrants can also enter online at [www.bickfords.net/1of100](http://www.bickfords.net/1of100) . To enter, entrants must purchase any Fruit Splash product during the Promotional Period from an OTR outlet and submit an online entry at [www.bickfords.net/1of100](http://www.bickfords.net/1of100).

### **Entry Limits**

Multiple entries are permitted. For every 1 eligible purchase, entrants will receive 1 entry into the competition. For the removal of doubt, if one transaction contains 2 eligible purchases, the entrants will receive 2 entries into the draw.

The Promoter reserves the right to verify the validity of entries and to disqualify any entry which, in the opinion of Promoter, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these Terms & Conditions of Entry or who has, in the opinion of the Promoter, engaged in conduct in entering the competition which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the competition and/or the Promoter. This includes, but is not limited, to entrants and households using multiple email addresses, postal addresses, PO Box addresses or SIM cards to register single or multiple purchases.

The Promoter reserves the right to disqualify a winner if Promoter becomes aware that the winner and/or the winner's entry is of a type described under Entry Limits.

### **Prize Details**

There are 100 prizes to be won:

- 100 x Fruit Splash Coolers each valued at \$50.00 (inc GST)

Total Prize Pool is valued up to \$5,000 (incl. GST).

Any alterations to confirmed prize details will be at the expense of the winner and will only be permitted with the Promoter's prior consent.

No aspect of a prize is transferable, exchangeable or redeemable for cash. If the Promoter has reason to believe that a winner has transferred a prize or any element of a prize to another person without the permission of the Promoter, the winner's entry or claim will be deemed invalid and the prize will be forfeited by both the winner and transferee.

### **Draw Details**

A randomised prize draw will take place at Bickford's Australia Head Office located at 162 Cross Keys Road, Salisbury South, 5106, South Australia on 6<sup>th</sup> March 2019 at 5:00pm (ACST). Winners are determined by chance.

If any of the prizes are unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal value and/or specification, subject to State Regulation.

## **Winner Determination**

The Promoter or companies associated with the conduct of the competition reserve the right to request a winner to provide proof of identity, proof of residency at the nominated prize collection address and/or proof of entry validity (including phone bill) in order to claim a prize. Proof of identification, residency 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.

All reasonable attempts will be made to contact each winner.

## **Accepting the Prize**

It is a condition of accepting the prize that the winner may be required to sign any legal documentation as and in a form determined by the Promoter and/or prize supplier in their absolute discretion, including but not limited to a legal release and indemnity form.

It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the Promoter's requirements.

By accepting the prize, the winners agree to participate in and co-operate as required with all reasonable marketing and media editorial activities relating to the prize, including but not limited to, being interviewed and photographed, filmed and/or chaperoned throughout the duration of the prize, and acknowledge that the Promoter and the companies associated with the conduct of this competition may use any such marketing and editorial material without further reference or compensation to them.

In the event that for any reason whatsoever a winner does not take an element of the prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner and cash or any other alternative prize will not be awarded in lieu of that element of the prize.

Prize values are based upon the recommended retail prices at the time of printing (inclusive of GST). The Promoter does not accept responsibility for change in prize value between now and the ultimate prize redemption date.

Independent financial advice should be sought as tax implications may arise as a result of accepting the prize and the Promoter will not be responsible to pay or reimburse the winner for any tax liability arising out of this competition.

## **Notification of Prize Winners**

The provisional winners will be notified within 7 days of the draw in writing by email or text message depending on what information they have provided when registering with the OTR App or the information provided when entering online at [www.bickfords.net/1of100](http://www.bickfords.net/1of100).

Prize will be awarded to the person named in the entry. However, in the event of a dispute, the prize will be awarded to the account holder of the entry mechanism used to submit their entry.

Should an entrant's contact details change during the competition period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to Promoter.

In the event that there is dispute concerning the conduct of the competition and the competition results, the Promoter's decision is final and binding on each entrant and no correspondence will be entered into.

### **Claiming Prize**

The winner is to collect the prize in person between 13<sup>th</sup> of March 2019 and 27<sup>th</sup> of March 2019 at the OTR store location where the winning entry was made.

To collect the prize in person, the winner will need to provide:

- the original winning notification email or text message, depending on the information the entrant has provided when registering with the OTR App; and
- proof of identity such as Driver's Licence or Passport or such other identification required by the Promoter or the companies associated with the conduct of the competition.

### **General Conditions**

In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, or any other force majeure event, the Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to any directions given under State Regulation.

The Promoter and its related companies (including companies associated with the conduct of the competition) and each of their employees, agents and contractors and the prize suppliers will not under any circumstances be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect, special or consequential loss) or for any personal injury or death suffered or property damage sustained in connection with this competition and any prize/s except for any liability which cannot be excluded by law.

The Promoter and its related companies (including companies associated with the conduct of the competition) and each of their employees, agents and contractors are not responsible for any incorrect or inaccurate information, either caused by the phone user or entrant or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.

The Promoter reserves the right in its sole discretion to disqualify any entrant 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 competition. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

Entry and continued participation in the competition is dependent on entrants following and acting in accordance with the terms and conditions related to the use of the OTR App, as amended from time to time.

This competition is in no way sponsored, endorsed or administered by, or associated with, Apple or Google. Entrants understand that they are providing their information to the Promoter and not to Apple or Google. The information an entrant provides will be used in accordance with these Terms and Conditions. Any questions, comments or complaints about this competition must be directed to the Promoter.

All entrants by downloading the OTR App release the Promoter and its related companies (including companies associated with the conduct of the competition) from any and all liability in relation to the OTR App.

If for any reason this competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this competition, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the competition, subject to any direction given under State Regulation.

## **Privacy**

### **Entry through website**

Entries made through the Promoter's website belong to the Promoter.

The Promoter collects personal information ("PI") about entrants to enable entrants to participate in this competition and in order to conduct the competition and may disclose personal information to third parties (including but not limited to related entities, agents, contractors, service providers, prize suppliers and as required, to Australian regulatory authorities).

The Promoter will use and handle PI as set out in its privacy policy, which can be viewed at <https://www.bickfords.net/privacy-statement> as amended from time to time (**Promoter Privacy Policy**). By entering this competition, the entrant is taken to consent to the Promoter Privacy Policy which contains information, amongst other things, about how entrants may access personal information that is held by the Promoter about entrants and seek correction of such information.

STANDARD OPT-IN: Entries made through the website will have an opt-in option. All opt-in entries will be entered into a database and the Promoter may use the entrants' names, addresses and telephone numbers for promotional, marketing, publicity, research and profiling purposes in any media worldwide without notice and without any fee being paid

unless otherwise advised by the entrant. By opting-in, entrants confirm that they allow their details to be used for this purpose. If entrants no longer consent to their details being used for future marketing purposes, the entrant should contact the Promoter. Any request to update, modify or delete the entrant's details should be directed to the Promoter.

#### Entry through OTR App

Entries made through the OTR App belong to Shahin Enterprises Pty Ltd (ABN: 75 492 874 033) ("OTR").

OTR collects personal information ("PI") about entrants to enable entrants to participate in this competition and in order to conduct the competition, and may disclose personal information to third parties (including but not limited to related entities, agents, contractors, service providers, prize suppliers and as required, to Australian regulatory authorities).

OTR will use and handle PI as set out in its privacy policy, which can be viewed at [www.ontherun.com.au/pages/privacy-policy](http://www.ontherun.com.au/pages/privacy-policy), as amended from time to time (**OTR Privacy Policy**). By entering this competition, the entrant is taken to consent to the OTR Privacy Policy which contains information, amongst other things, about how entrants may access personal information that is held by the Promoter about entrants and seek correction of such information.

Entrants acknowledge and agree that all entries made through the OTR App will be entered into OTR's database. OTR may use this information for promotional, marketing, publicity, research and profiling purposes in any media, including contacting the entrant electronically, without further reference or compensation to them. OTR's privacy policy contains information about how the entrant may access, update and seek correction of the PI OTR holds about them and how the entrant may complain about any potential breach and how such complaints will be dealt with. OTR collects PI about entrants to enable them to participate in the competition and may disclose the entrants' PI to third parties including its contractors and agents, prize suppliers and service providers.

To the fullest extent permitted by law, all entrants release the Promoter, its related companies (including companies associated with the conduct of the competition) and each of their agents, employees and contractors from any claim, loss or damage resulting from the disclosure or use of personal information by third parties authorised by these Terms and Conditions and in accordance with the Privacy Policy.