

TERMS & CONDITIONS

Program	Warm up this Winter with Tassal & Tropi Co. Program				
Promoter	The Promoter is Tassal Operations Pty Ltd (ABN 38 106 324 127) of 1 Franklin Wharf, Hobart, Tasmania 7000.				
Program Period	Program commences – 09.00am AEST on 13/05/2019 Program concludes – 11.59pm AEST on 30/06/2019				
Eligible Stores	Participation is open to eligible: <ul style="list-style-type: none"> Independent Retail Wet Fish Stores, including independent supermarkets ie IGA's. <p>For the avoidance of doubt, major wholesalers and major supermarket retailers including; Coles, Woolworths and Aldi are excluded from participating in the Program.</p> <p>The Promoter reserves the right to accept or reject any application for registration at its sole discretion and reserves the right to cancel a Program account at any time.</p>				
How to Participate	To participate in the Program, an Eligible Store must, during the Program Period: <ol style="list-style-type: none"> purchase Participating Products from selected Wholesalers display both Tassal and Tropic POS in a creative way in store a photo must be taken of the seafood display including products and POS by a Tassal representative and sent to the Tassal head office for judging to the email address; win@tassal.com.au 				
Participating Products	Whole poly boxes of Tassal Tasmanian Atlantic salmon; <ul style="list-style-type: none"> Chilled HOG size from 1-6kg Tropi Co. Australian Tiger prawns; <ul style="list-style-type: none"> Fresh Cooked Tiger Prawns 10kg Frozen Cooked Tiger Prawns 3kg 				
Rewards	The best Tassal & Tropic Co. display will be judged on a national and territories basis on the criteria of creativity the best displays will receive a Christmas in July celebration on us; <p>National prize;</p> <ul style="list-style-type: none"> 1st prize \$1,000 pre-paid visa card <p>Territories;</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">NSW/ACT</td> <td style="text-align: center;">VIC/TAS</td> <td style="text-align: center;">QLD</td> <td style="text-align: center;">WA/SA/NT</td> </tr> </table> <ul style="list-style-type: none"> 2nd prize \$500 pre-paid visa card 3rd prize \$250 pre-paid visa card <p>*Each of the territories will receive a 2nd and 3rd prize.</p> <p>The total prize pool for the promotion is RRP \$4,750.</p>	NSW/ACT	VIC/TAS	QLD	WA/SA/NT
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Judging process	Final decision will be chosen based on images taken by the Tassal and Tropic Co. Field Team and sent through to win@tassal.com.au <p>Judging will commence 08/07/2019 and prize winners notified by 15/07/2019.</p>				
Reward Fulfilment	Once the program has concluded, a Tassal Wholesale Business Manager or Field Representative will distribute rewards by 24/07/2019.				
Reward Limit	Limit of one (1) prize per Eligible Store will be distributed based on fulfilling the above criteria.				

GENERAL CONDITIONS

1. Details above and the following clauses collectively form the terms and conditions of this Program (**Terms and Conditions**).
2. The Promoter reserves the right to suspend, vary, alter or amend all or any part of these Terms and Conditions, or terminate the Program at any time by notifying Eligible Stores by email.
3. Eligible Stores are responsible for ensuring their familiarity with these Terms and Conditions. Participation in this Program is deemed acceptance of these Terms and Conditions. The Promoter's decision not to enforce a specific condition or restriction (whether communicated to an Eligible Store or not) does not constitute a waiver of that condition or restriction or of these Terms and Conditions generally.
4. All Eligible Stores acknowledge that the Promoter can rely on these Terms and Conditions, even if the Promoter only learns of ineligibility after the Promoter has awarded a reward to an ineligible participant. Payment of the reward value to the Promoter may be required by the Promoter if this occurs.
5. Any values stated in these Terms and Conditions are in AUD/RRP/including GST and are correct as of 02/05/2019.
6. The Promoter shall not be liable for a reward being lost, deleted, stolen, damaged or tampered with in any way before it reaches the Eligible Entrant or Eligible Store, or after it has been released to the Eligible Entrant or Eligible Store.
7. The Promoter may, in its sole discretion, declare any account invalid if the Eligible Store or Eligible Entrant:
 - (a) disrupts, annoys, abuses, threatens, harasses or attempts to do any of these things to the Promoter, another Eligible Store or Eligible Entrant or potential Eligible Store or Eligible Entrant of, or anyone else associated with, this Program; or
 - (b) engages in conduct in relation to this Program which is misleading, deceptive, fraudulent or damaging to the Promoter's goodwill or reputation.
8. Rewards must be taken as offered and may not be varied. Rewards are not transferable, exchangeable or redeemable for cash. If a reward is unavailable for any reason, the Promoter reserves the right to substitute another reward of equal or greater value for that reward. Use of a reward is subject to the terms and conditions of the reward issuer.
9. 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 opportunity), whether direct, indirect, special or consequential, arising in any way out of the Program, including, but not limited to, where arising out of the following:
 - (a) any variation in reward value to that communicated;
 - (b) any tax liability/implications incurred by a participant (the Promoter accepts no responsibility for any tax implications and the Eligible Store or Eligible Entrant must seek their own independent financial advice in regards to the tax

implications relating to a reward or acceptance of a reward); or

(c) use of a reward.

10. The:

(a) Promoter, the Promoter's related entities and all agencies associated with the Program; and

(b) the employees, agents, directors and contractors, of all entities referred to in this clause,

shall not be liable for any loss, action, demand, liability, damage, cost, expense or personal injury whatsoever (including but not limited to any direct, indirect or consequential loss), incurred, suffered or sustained by any person or entity (without limitation) in connection with, or arising from, the Program (including accessing or using the Program Portal) or acceptance of a reward, except that which cannot be excluded by law (in which case that liability is limited to the maximum extent allowable by law). Further, the Promoter makes no representations or warranties as to the quality, suitability of merchantability of any goods or services offered as rewards.

11. As a condition of claiming a reward, the Eligible Entrant may be required to sign documentation as and in the form required by the Promoter and/or reward supplier in their discretion.

12. By participating in the Program, Eligible Entrants acknowledge that they may be required to, at the Promoter's request, participate in any promotional activity (such as publicity and photography) relating to participating in the Program, free of charge, and they consent to the Promoter using their name and image in any future promotional material.

13. Any attempt to deliberately undermine the legitimate operation of this Program may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to refer the matter to law enforcement authorities and seek damages or such other remedies as the Promoter may determine from time to time to the fullest extent permitted by law.

PERSONAL INFORMATION

14. The Promoter is bound by the Australian Privacy Principles in the *Privacy Act 1988 (The Privacy Amendment (Enhancing Privacy Protection) Act 2012)* (**Act**), as well as any other applicable laws.

15. All personal information provided by an entrant within the meaning of the Act (**Personal Information**) will be used by the Promoter for the purpose of administering this Program. By participating in the Program, the entrant consents to receiving future information from the Promoter. An entrant can opt out by contacting the Promoter using the details contained the Promoter's privacy policy (see below paragraph).

16. The Promoter collects, uses, discloses and stores entrants' Personal Information for the purpose of conducting the Program, without which the Promoter couldn't conduct the Program. The Promoter may disclose the entrants' Personal Information to contractors and agents to assist in conducting this Program, which may include disclosure overseas. The Promoter's privacy policy, available at <https://tassalgroup.com.au/privacy-policy/> contains more information on how the Promoter Personal Information, including how an entrant can access and correct their Personal Information, or make a privacy complaint.