## **Terms & Conditions**

Promotion	Tassal – Win a Weekend trip to Melbourne
Promoter	Tassal Operations Pty Ltd (ABN 38 106 324 127) of 1 Franklin Wharf, Hobart, Tasmania 7000 <a href="https://www.tassal.com.au">www.tassal.com.au</a> By entering this promotion you agree to be bound by these Terms and Conditions ( <b>Terms</b> ) and the Promoter in its sole and absolute discretion may refuse to award any prize to any entrant who fails to comply with these Terms and Conditions.

Promotion Type	Game of skill
Promotion Period	Promotion Period commences: 09:00am AEST 08/06/2018 Promotion period concludes: 05:00pm AEST 08/07/2018
Participating Outlets	Catalanos Factory Direct - 301 Collier Road, Bassendean WA 6054
	Catalano's Shop 306 Garden City Shopping Centre 125 Riseley Street Booragoon WA 6154
	Centro Galleria Shop 40A Cnr Collier Rd & Walter Rd Morley WA 6062
	Shop G36 Karrinyup Shopping Centre 200 Karrinyup Road Karrinyup WA 6018
	Lakeside Joondalup Sisters Supa IGA, Shop M7 Level 1 420 Joondalup Drive, Joondalup WA 6027
	Waterford Plaza, Waterford Supa IGA Cnr Manning Rd & Kent St, Karawara WA 6152
	Wembley IGA, 320 Cambridge St, Wembley WA 6014
	Canning Bridge IGA, 916 Canning Highway, Applecross, WA 6153
	The Good Grocer, 39 Ardross Street, Applecross, Perth WA
	Leederville IGA, 313 Vincent Street, Leederville, WA, 6007
	Shenton Park IGA, 159 Onslow Road, Shenton Park, WA 6008
	Shop 237 Westfield Shopping Centre Cnr Whitfords Ave & Marmion Rd Hillarys WA 6025
Eligible Entrants	The promotion is only open to individuals aged 18 years or older who are residents of Western Australia, excluding employees (and their immediate family) of the Promoter, its association companies/subsidiaries Participating Outlets and agencies associated with this Promotion.
	"Employees" means any directors, management, employees, concessionaires, consultants, officers and contractors or other such people who perform work under the control of another in exchange for payment.

	"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.  The Promoter is responsible for determining whether a person is an Eligible Entrant in its sole and absolute discretion.  Entrants must be individuals only and cannot be acting on behalf of an organisation or group.  Eligible Entrants on notification of winning must provide their own legal name and confirmation of age to verify their entry in the Promotion.
How to Enter	To receive one (1) entry in the promotion, an Eligible Entrant must during the Promotion Period:
	<ul> <li>(a) Spend \$15 on fresh or packaged Tassal Tasmanian Salmon from a Participating Outlet and collect their purchase receipt; and</li> <li>(b) Visit <a href="www.tassal.com.au/win-trip-to-melbourne">www.tassal.com.au/win-trip-to-melbourne</a> using a compatible browser and fully complete and submit the online entry form, providing all details required, including but not limited to: <ol> <li>i. Any requested personal information (such as first name, last name, email address, phone number and residential address)</li> <li>ii. Comment on the competition by answering the question: "What your favourite salmon winter dish is?"</li> <li>iii. Acceptance of these Terms &amp; Conditions</li> </ol> </li> </ul>
	Submit their entry by 5:00pm AEST on 08/07/18.  Please note: A limit of one (1) entry may be submitted per Qualifying
Participating Products	Purchase of Tassal Tasmanian Salmon Product valued at \$15 or more.  Fresh Tassal Tasmanian Salmon  Fresh Packaged 200g, 450g Tassal Tasmanian Salmon
Monitoring and Moderation	Fresh packaged 300g, 450g Tassal Tasmanian Salmon  The Promoter reserves the right, at any time, to verify the validity of entries and entrants 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. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.  The Promoter reserves the right to remove any entries considered to be of an offensive or defamatory nature.  Incomplete or indecipherable entries will be deemed invalid.
Determining the Winner	The prize winner will be determined by the Promoters judging panel and
	process. The decision will be made in line with the competition criteria.  On close of the Promotion, judging will commence and the winning entrants will be communicated by 5pm Friday 13th July 2018.  All of the Promoter's judging panel's decisions are final and binding on each person who enters the competition and no correspondence will be entered into.  Unless advertised differently, the prize winners will be notified by PM (private message) through Facebook and contacted by email or phone at the end of the Promotion.

If for any reason the Promoter believes the Eligible Entrant has not complied with these Terms and Conditions of the Promotion requirements, the Promoter may, in its sole and absolute discretion, refuse to award a Prize. The judges may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant. The prize winners must respond to the request for contact details from the Promoter within 5 business days of being contacted in order to claim their prize. Should the prize winner not respond within the time limit, the Promoter is within rights to contact the next eligible winner. If for any reason the Promoter believes the Eligible Entrant has not complied with these Terms or the Promotion requirements, the Promoter may, in its sole and absolute discretion, refuse to award a Prize. Required Entrants must retain, and provide if requested by the Promoter: Verification/Proof of (a) A copy of their Participating Purchase receipt purchase A Participating Purchase receipt must clearly specify: The Participating Product purchased; The participating Outlet of purchase; The purchase date (must be within the Promotion Period); That payment for the Qualifying Purchase has been received in full. If a Qualifying Purchase receipt is missing any of the above information or is illegible or indecipherable it will render invalid. If requested by the promoter, Eligible Entrants must produce, within the time requested by the Promoter at its absolute discretion, appropriate photo identification or other documentation required by the Promoter to verify their identity, age, eligibility to participate in the Promotion and clam a price (if won) and compliance with these Terms & Conditions and their Qualifying Purchase receipt. If the items required by the Promoter are not received or an entrant has not been verified to the satisfaction of the Promoter within the time period required by the Promoter, the entry submitted by the entrant will be deemed invalid. A prize will only be awarded following all validation and verification requirements of the Promoter being met to its satisfaction. It is the responsibility of the entrant to provide the required information. **Prize Pool** The total value of the prize available to be won in the Promotion is up to \$2,490 (including GST). **Prize** The prize includes: (a) Return economy flights for the winner and one (1) companion from Perth to Melbourne valued up to \$1,500 (b) Return Taxi transfers from Melbourne airport to The Grand Hyatt Melbourne Hotel, valued up to \$130

- (c) Two (2) nights' accommodation for the winner and a companion at the Grand Hyatt Melbourne, 123 Collins st, Melbourne, VIC 3000 in a king room (twin-share), valued up to \$720
- (d) Two (2) tickets to an AFL match at the Promotors discretion, valued up to \$140

## **Prize Conditions**

The Prize must be travelled in full by 19<sup>th</sup> August 2018. The Prize winner must notify the Promoter of their preferred travel dates at least 1 week prior to proposed travel.

Travel is subject to availability at all times and may be dependent on select seat class with airlines or specific room category availability with the accommodation provider.

If the prize winner selects a companion under the age of 18 to accompany them for the prize, the prize winner agrees to act as a guardian of such companion for the duration of the prize event.

All aspects of the prize (including travel and accommodation) are for two (2) people travelling together at all times. All components of the prize must be taken together as a single trip to be booked by the Promoter or the Promoter's representatives, unless otherwise communicated. The travel itinerary for the prize is to be determined by the Promoter in it absolute discretion. Frequent flyer points will not form part of the Prize. The prize must be taken as stated. The prize is non-transferable and cannot be exchanged for other travel, flights or accommodation at other destinations. Once the Prize is booked, no changes can be made.

Prize participants must hold a valid credit card and present it on check in at the accommodation establishment, to cover any incidental hotel charges.

The Prize does not (except as expressly stated) include: any transport between a traveller's residence and the departure airport (if applicable); any overnight accommodation while travelling to the departure airport to destination (if applicable); any other travel or accommodation; meals, ground transportation and incidentals; and any incidental accommodation changes (such as mini-bar charges, telephone calls, in house movies, food and beverages); any other ancillary cost which may be incurred by those travelling (unless otherwise stated in these Terms and Conditions).

Participation in the Prize is subject to such other terms and conditions as may be imposed by those involved in providing other goods or services included in the Prize (Third Party Terms).

Prize participations are responsible for compliance with all applicable Third Party Terms and bear all risks associated with failure to comply with any of them. They will be required to maintain an acceptable standard of behaviour while a participant in the Prize. The Promoter assumes no liability (and will provide no compensation) to the Prize winner and/or nominated travel companion who, as a result of any failure to comply with any Third Party Terms; (a) is unable to participate in the Prize (or any part of it); or (b) suffers any other loss or damage.

	The Prize cannot be (in whole or part) sold, re-sold, scalped, auctioned, raffled, pledged, offered for re-sale at a premium (including via online action sites) or used for advertising, charity fundraising, promotion or other commercial purpose including but not limited to competition and trade promotions or to enhance demand for other goods or services. If the Prize, or part of the Prize, is sold or used in breach of this condition, the Prize or part of the Prize may be cancelled by the Promoter.
	In the event that for any reason the Prize winner or their nominated companion do not take all or an element of the Prize at the time stipulated by the Promoter then the Prize of that element of the Prize will be forfeited by the Prize winner and/or nominated companion and no alternative Prize or Prize component will be offered.
	All costs associated with or arising in the respect of the Prize not provided for in these terms and conditions are the responsibility of the Prize winner.
Notification of Prize	The Prize winner will be notified via telephone.
Re-Draw (If Any)	If a prize is won by an Eligible Entrant and they do not claim their prize of the prize is returned to the Promoter by <b>09/07/2018</b> , a winner will be determined from the reserve Entries.
Entry Limit	A limit of one (1) entry may be submitted per <b>Qualifying Purchase</b> receipt.
	For the avoidance of doubt, a limit one (1) Eligible Entry can be submitted per Qualifying Purchase, regardless of whether more than (1) Participating Product is purchased in the one transaction.
Prize Limit	Eligible Entrants can win a limit of one (1) prize per person in the Promotion, excluding residents of Queensland, New South Wales, Victoria, Tasmania, Norther Territory & South Australia.

## **General Conditions**

- 1. Details above and the following clauses form the terms and conditions of this Promotion ("Terms and Conditions").
- 2. Each entrant is responsible for ensuring his or her familiarity with these Terms and Conditions at the time of participation. Participation in this promotion is deemed acceptance of these Terms and Conditions. The Promoter's decision not to enforce a specific restriction (whether communication to an entrant or not) does not constitute a waiver of that restriction or of these Terms and Conditions generally.
- 3. As a condition of entering this promotion, each entrant licences the Promoter to use their entry in any media for an unlimited period for any reason including but not limited to future promotional, marketing or publicity purposes. Each entrant warrants to the Promoter that each entry submitted is an original literary work of the entrant that does not infringe the rights of any third party. Entrants agree to indemnify the Promoter against all costs and claims by third parties arising from a breach of this warranty. Entrants consent to any use of their entry which may otherwise infringe their moral rights pursuant to the Copyright Act 1968 (Cth).
- 4. Entrants consent to the Promoter using their name, likeness and image in the event that 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.
- 5. 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) to modify, suspend, terminate or cancel the promotion, as appropriate.
- 6. 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"). 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.
- 7. 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 (including any technical difficulty associated with the Fitbit Flex prize) (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; or (a) taking of or participation in the prize.
- 8. The Promoter collects personal information in order to conduct the promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to opt-out, access, update or correct information to the Promoter. All entries become the property of the Promoter. On submission of their entry, Entrants have the option to opt-in to receive electronic marketing communications from Tassal.
- 9. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants understand that they are providing their information to the Promoter and not to Facebook. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Facebook. Facebook will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.