



The Rice Food Experts

Terms & Conditions

Game of Skill – SunRice Infant Cereal Competition

KEY TERMS

Information on how to enter and prizes set out under the Key Terms and Terms of Entry form part of these conditions. By participating, entrants agree to be bound by these conditions. Entries must comply with these conditions to be valid. The Key Terms must be read together with the Terms of Entry for this Promotion. To the extent of any inconsistency between the Key Terms and the Terms of Entry, the Key Terms prevails.

| Details | |
|--------------------------------|--|
| Eligible Entrants | Entry is open to residents of Australia aged 18 years of age and over. Employees and their immediate families of the Promoter, its related entities and any agencies associated with this competition are ineligible to enter. |
| How to Enter | To enter, each entrant must, during the Entry Period access their own personal Facebook or Instagram account and private message the SunRice account with a photo of their families best baby breakfast moment whilst trying the new Baby Rice Cereal. Entrants must tag @SunRice and use the hashtag #SunRiceBaby. |
| Limits on Entry | Limit applies of one entry per Facebook or Instagram account. The first entry which is submitted in accordance with these Terms and Conditions will be deemed the Entrant's entry. Any others that follow will be discarded as a valid entry into the Competition. |
| Entry Period | The competition commences at 12:00 PM AEST on 04/11/2020 and closes at 11:59 PM AEST on 18/11/2020 (" Entry Period "). |
| Judging Dates | Judging will take place at 11am AEST on 19/11/2020 at 121 Harrington Street, Sydney. All entries will be judged individually on their merits based on creativity. The best valid entry, as determined by the judges, will receive a prize. Entries will be judged by a panel of judges from the Promoter's Marketing and Public Relations Team. |
| Prize Details | Prize consists of the following (as stipulated in the "Infant Cereal Competition" Facebook/Instagram posts): <ul style="list-style-type: none">The winning entry submitted will receive an Aussie Baby Bundle worth \$500 including a one month supply of SunRice Baby Rice CerealThe next 20 most creative entries will win a branded hamper with SunRice Baby Rice Cereal and merchandise. Total RRP value of prizes = AUD\$516. All prize values are correct as at 29/10/2020 and are in Australian Dollars, but to the extent permitted by law, no responsibility is accepted by the Promoter for any variation in the value of the prize after that time. |
| Prize Delivery | The prize will be delivered to the winner within 60 days of the close of the Entry Period. |
| Notification of Winners | Winners will be notified in writing by direct message on Facebook/Instagram on or by 23/11/2020 and the prizes must be accepted within 72 hours of the receipt of this message, confirming via the winners' residential address, email or phone. The names of winners will be published on the Facebook and Instagram competition posts. |

TERMS OF ENTRY

Entry

- 1 By entering the Promotion, entrants accept the Key Terms and Terms of Entry.

- 2 If consumers are required to upload a photograph to enter, entrants must adhere to the following conditions:
 - (a) by submitting a photograph, entrants agree to the photograph being made available for public viewing;
 - (b) all photographs are subject to the approval of the Promoter. The Promoter reserves the right to vet all entries at any time and reserves the right to request the removal of any entries from any Platform or such websites at any time in its absolute discretion. However, the Promoter is not responsible for any photographs uploaded to any Platform (as defined in clause 19) or website and visitors to the site view it at their own risk;
 - (c) entrants must own the copyright in the photograph uploaded or be entitled and have permission to use the photograph in the manner contemplated by these terms, including use of the photograph for promotional purposes in accordance with clause 18;
 - (d) all entries become the property of the Promoter and cannot be returned. As a condition of entry, entrants agree to irrevocably and unconditionally assign to the Promoter all of their right, title and interest (including without limitation all intellectual property rights such as present and future copyright) in and to their entry and, if requested by the Promoter, to sign a document (in a form to be determined by the Promoter) to acknowledge this assignment to the Promoter; and
 - (e) the entrant has the permission of each other person featured in the photograph, or, if any other person is under the age of 18, the permission of their parent or legal guardian, to enter the photograph in accordance with these terms and conditions, including consent to each condition in this clause 1.

- 3 Entries must be received by the Promoter during the Entry Period. Entries received after the close of the Entry Period will not be accepted.

- 4 If the winner of a prize is under 18 years of age, the prize will be awarded to winner's parent or legal guardian.

- 5 This competition is a game of skill. Chance plays no part in determining the winner(s). The judges' decision is final and binding – no correspondence will be entered into.

- 6 All ancillary costs including but not limited to insurance, taxes (excluding GST), meals, drinks, transport, transfers, spending money, fuel, oil and services costs, safety gear to comply with state and territory regulations, in-room charges and any and all other expenses incurred as a consequence of receiving the prize are the sole responsibility of the winner.

- 7 Prizes are not transferable and are not redeemable for cash, another product or gift cards. In particular, prizes may not, without the prior consent of the Promoter and any applicable third party supplier of the prize ("**Supplier**"), be resold or offered for resale at a premium (including via online auction sites) or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services. If a prize is sold or used in breach of this condition, the Promoter or the Supplier may, at their absolute discretion, withdraw the prize(s). Where a prize has been withdrawn in accordance with this clause, no refund, substitute or compensation will be offered and if the prize is a ticket, the winner and any person who purchased or otherwise bears that ticket will be refused entry.

- 8 The Promoter accepts no responsibility for late, lost or misdirected entries or other communications. The Promoter assumes no responsibility for any failure to receive an entry or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches, theft or destruction, any cause

beyond the Promoter's control, or unauthorised access to or alteration of the competition. If such problems arise, then the Promoter may modify, cancel, terminate or suspend the competition. Further, the Promoter at its sole discretion may recommence this competition under the same conditions.

- 9 If any prize becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a prize of equal or greater value.
- 10 All reasonable attempts will be made to contact the winners. If a winner does not claim their prize within 14 days of being notified, their entry will be deemed invalid and the Promoter may award their prize to the next best entry determined by the judges.
- 11 If an entrant's contact details change at any time after the date which they enter the competition, that entrant must notify the Promoter of their correct contact details immediately.
- 12 The Promoter reserves the right to request verification of age, identity, residential address of winners and any other information from entrants relevant to entry into or participation in this competition. Verification is at the discretion of the Promoter, whose decision is final. The Promoter reserves the right to disqualify any individual who provides false information, fails to provide information, is in breach of these conditions, provides entries that are offensive or otherwise inappropriate in the sole opinion of the Promoter, conspires with others to gain an unfair advantage or who is otherwise involved in any way in manipulating, interfering or tampering with the conduct of this competition, or who has 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.
- 13 If consumers are required to purchase a product to enter, then it is a condition of the prize being awarded to the winner that the winner retain a clear copy of their original receipt and provide it to the Promoter as proof of a valid purchase to enter this competition.
- 14 Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the ASIC Act (Cth) or similar consumer protection laws in the State and Territories of Australia.
- 15 The Promoter shall not be liable for any loss, damage or injury suffered or sustained (even if caused by negligence) as a result of accepting and/or using a prize or in relation to the competition, except for any liability which cannot be excluded by law.
- 16 Any prize supplied by a third party supplier is subject to the terms and conditions of that third party supplier. The Promoter is not responsible or liable for any loss, damage or injury suffered by any winner as a result of the conduct of any third party supplier or otherwise as a result of the winner accepting and/or using a prize (even if caused by negligence), except for any liability which cannot be excluded by law. Nothing in these conditions restricts, excludes or modifies any rights or remedies that cannot be restricted or excluded under applicable law..
- 17 If in the conduct of this competition, the Promoter is liable for a breach of any guarantee, warranty, condition or other term that applies under applicable law that cannot by law be excluded, the Promoter's liability under that legislation is limited, to the extent permitted by law, to the cost of replacement of any benefit or prize won.
- 18 Without limiting the previous paragraph, the Promoter and its associated agencies and companies will not be liable for any damage, loss or delay in transit to the prize.
- 19 Before the prize is awarded, the winner and any other person(s) sharing the prize with the winner may be required to sign an agreement to release the Promoter from any liability arising from the use or participation in the prize.
- 20 Entrants consent to the Promoter using their name, image and/or voice in the event that they are a winner in any media for an unlimited period of time without compensation or remuneration for the purpose of promoting this competition (including any outcome) and/or promoting any products manufactured, distributed and/or supplied by the Promoter. If

requested by the Promoter, the entrant agrees to sign a separate release required by the Promoter to give effect to this arrangement.

- 21 Entrants confirm and promise that their entry is original and does not infringe the intellectual property rights of any third party. If the entry or any part of the entry is provided to the entrant by a third party, the entrants warrant that they have obtained the relevant copyright and other intellectual property rights permission to submit the entry for the purposes of this competition. Further, entrants agree that the Promoter has an unrestricted, irrevocable, transferable, divisible right and licence to use and modify their entry (including but not limited to amending, editing, selecting, cropping, retouching, adding to or deleting from any part of the submitted entry) for the purposes of the Promoter's business including for promotional purposes without the payment of any further fee or compensation. If requested by the Promoter, the entrant agrees to sign any further documentation required by the Promoter to give effect to this arrangement. To the extent permitted by law, entrants unconditionally and irrevocably consent to any act or omission that would otherwise infringe any moral rights in their entry. Entrants agree to indemnify the Promoter, its associated agencies against all losses, damages, claims and costs by third parties arising out of, connected to or resulting from a breach of the warranty set out in this condition.
- 22 If entry is via Facebook, Twitter or Instagram, "**Platform**" means Facebook, Twitter or Instagram as applicable.
- (a) Entrants acknowledge that use of the Platform is subject to the terms and conditions of that Platform. The Promoter is not responsible or liable for any loss, damage or injury suffered by any entrant as a result of the conduct of any of the Platforms, including the decision of any Platform to remove or not remove any photographs, except for liability which cannot be excluded by law.
- (b) In particular, the thoughts and views expressed on each of the Platforms, are only the thoughts and views of the individual that posted them. They are not representative of the opinions of the Promoter, nor does the Promoter confirm, guarantee or warrant the accuracy, completeness or usefulness of any post. This competition is in no way sponsored, endorsed or administered by or associated with any Platform. It is a condition of entry that each entrant grants a complete release to Facebook and Instagram from any claims that they now have or may have in the future which relate to or are incidental to this competition.
- 23 Entries remain the property of the Promoter. Details from entries, including the personal information of the entrant, will be collected and used for the purposes of conducting this competition (which may include disclosure to third parties, the Promoter's related bodies corporate, agencies and contractors (including call centres, advertising agencies and direct mail houses) for the purpose of processing and conducting the competition) and for promotional purposes, public statements and advertisements surrounding this competition. For the purposes of public statements and advertisements, the Promoter will only publish the winner's surname, first initial and state of residence. By entering this competition entrants consent to the use of their information as described and agree that the Promoter may use this information, or disclose it to other organisations that may use it, in any media for future promotional purposes without any further reference or payment to the entrant. The Promoter is bound by applicable privacy laws. A copy of the Promoter's privacy policy can be viewed on <https://www.sunrice.com.au/privacy-policy/>. Entrants may access, change and/or update their personal information by contacting the Promoter on +612 6953 0411 (SunRice Privacy Officer) during office hours or contact the Promoter in writing at webmaster@sunrice.com.au.
- 24 These conditions are governed by the laws of New South Wales, Australia.
- 25 The Promoter is Ricegrowers Limited trading as SunRice (ABN 55 007 481 156) of Yanco Avenue, Leeton NSW 2705.