

# Terms & Conditions

## Game of Chance – SunRice Brown Rice Chips Competition

### KEY TERMS

Information on how to enter and prizes form part of these conditions. By participating, entrants agree to be bound by these conditions. Entries must comply with these conditions to be valid.

Details	
<b>Promoter</b>	The Promoter is Ricegrowers Limited trading as SunRice (ABN 55 007 481 156) of Yanco Avenue, Leeton NSW 2705.
<b>Eligible Entrants</b>	Entry is open to residents of Australia aged 18 years of age and over. Employees, contractors and their immediate families of the Promoter, any prize drawers and any of its related entities and any agencies associated with this competition are ineligible to enter.
<b>How to Enter</b>	To enter, each entrant must, during the Entry Period, access their own personal Instagram account and like the competition post on SunRice's Instagram account, tag a friend and follow the @SunRice Instagram account.
<b>Limits on Entry</b>	Multiple entries will be accepted by tagging an extra friend for an extra entry however, each entry must be submitted separately. Entries which in the reasonable opinion of the Promoter: <ol style="list-style-type: none"> <li>1. Are received outside of the Entry Period;</li> <li>2. Contain defamatory, offensive or inappropriate content or infringe intellectual property rights;</li> <li>3. Are incomplete or indecipherable; or</li> <li>4. Do not otherwise comply with these terms,</li> </ol> will be invalid and ineligible for any prize.
<b>Entry Period</b>	The competition commences at 17:00 PM AEST on 19/11/2021 and closes at 11:59 PM AEST on 10/12/2021 (" <b>Entry Period</b> ").
<b>Dates</b>	The draw will take place at 11am AEST on 15/12/2021 at 121 Harrington Street, Sydney by the Promoter's Marketing and Public Relations Team. The first valid entry randomly drawn will win the prize.
<b>Prize Details</b>	Prize consists of the following: <ul style="list-style-type: none"> <li>• A \$500 Iconic Gift Card; and</li> <li>• \$150 worth of SunRice Brown Rice Chips (to be delivered to the winner subject to SunRice's stock levels and to be honoured within 90 days).</li> </ul> Total RRP value of prizes = AUD\$650 All prize values are correct as at 19/11/2021 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.
<b>Prize Delivery</b>	The prize will be delivered to the winner within 90 days of the close of the Entry Period. The prize will be delivered in batches depending on SunRice's stock levels. The prize will be delivered in Australia only.
<b>Notification of Winner</b>	Winner will be notified in writing by direct message on Instagram on or by 06/12/2021 and the winner must accept the prize within 72 hours of receiving this message, by confirming their residential address, email or phone. The name of the winner (and their address if the winner is in SA) will be published on the Promoter's Instagram competition post.
<b>Second Chance Draw</b>	If any prize is unclaimed or the winner drawn is not an eligible person for the purposes of these Terms and Conditions, a second chance draw will be held on 15/03/22 at the same time and place as the first draw(s) in order to distribute any unclaimed prizes.  Winner will be notified in writing by direct message on Instagram within 2 days of the second chance draw. The winner must accept the prize within 72 hours of receiving this message by confirming their residential address, email or phone. The name of the winner (and their address if the winner is in SA) will be published on the Promoter's Instagram competition post.  If there is no prize winner or the prize winner cannot be located, this information will be published on the Promoter's website.

## FURTHER DETAILS

1. Entry is open to Australian residents only.
2. If the winner of a prize is under 18 years of age, the prize will be awarded to winner's parent or legal guardian.
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. This competition is a game of chance. Skill plays no part in determining the winner(s).
5. 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.
6. 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.
7. 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.
8. If any prize becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a prize of equal or greater value.
9. All reasonable attempts will be made to contact the winners. If a winner does not claim their prize, by the Second Chance Draw date their entry will be deemed invalid and the Promoter may conduct the Second Chance Draw.
10. If an entrant's contact details change at any time after the date which they enter the competition and the Second Chance Draw, that entrant must notify the Promoter of their correct contact details immediately.
11. 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.
12. 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.
13. 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.

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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. Any dispute relating to this promotion must, prior to a person initiating litigation, be dealt with as follows. The affected person ("**Complainant**") will notify the Promoter of the details of the dispute in writing and within 14 days of receiving this notice, the Complainant and a representative of the Promoter will meet by videoconference to attempt to resolve the dispute. If unresolved within 30 days after that meeting, the dispute will be escalated to a more senior manager not directly involved in the promotion, who will investigate the dispute and meet by videoconference with the Complainant to further attempt to resolve the dispute. If still unresolved within a further 14 days of being escalated, then the senior manager will make a final and binding decision subject to any legal proceedings initiated by the Complainant.

20. If entry is via Facebook, Twitter or Instagram, "**Platform**" means Facebook, Twitter or Instagram as applicable. 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. 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.

21. 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](mailto:webmaster@sunrice.com.au).

22. These conditions are governed by the laws of New South Wales.

23. The Promoter is Ricegrowers Limited trading as SunRice (ABN 55 007 481 156) of Yanco Avenue, Leeton NSW 2705.