

Terms & Conditions

Trade Promotions – Game of Chance – Feedback survey November 2024 (national)

KEY TERMS

Important: These Terms and Conditions include terms that limit the Promoter’s liability to you, entitle the Promoter to use your name, likeness and voice in connection with this competition and permit the Promoter to disclose your personal information to third parties (in accordance with the Promoter’s Privacy Policy <http://www.mla.com.au/Privacy>). By participating in this competition, you accept and agree to be bound by these Terms and Conditions.

Information on how to enter and prizes form part of these terms and conditions. Entries must comply with these terms and conditions to be valid.

Details	
Promoter	The Promoter is Meat & Livestock Australia Ltd ABN 39 081 678 364 of Level 1, 40 Mount Street, North Sydney, NSW, 2060 (“ MLA ”)
Eligible Entrants	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 agencies associated with this promotion are ineligible to enter.
How to Enter	To enter, each entrant must, during the Promotional Period: (a) complete and submit a survey available at https://forms.office.com/Pages/ResponsePage.aspx?id=HJuCo77s1Eml6U8o95r6EQ6HJ6UPbIBLhcJsZJ7whvxUN0ZaUk5SNIRSQkxQVv5aQjJSSDE1RDVQQS4u
Limits on Entry	Limit applies of one entry per person. Entries which in the reasonable opinion of the Promoter: (a) are received outside the Promotional Period; (b) contain defamatory, offensive or inappropriate content or infringe intellectual property rights; (c) are incomplete or indecipherable; or (d) do not otherwise comply with these terms, will be invalid and ineligible for any prize.
SMS / Telephone Charges	N/A
Promotional Period	The promotion commences at 09.00AEST on 1 November 2024 and closes as 11.59pm AEST on Friday 15 November 2024 (“ Promotional Period ”).

Details	
Draw Dates	The draw will take place at 12.05pm AEST on Tuesday 19 November at Jamestown South Australia. The first one valid entry randomly drawn will receive the Prize.
Prize Details	Prize consists of one \$100 prepaid online gift card. Total RRP value of prize= \$100. All prize values are correct as at 17/10/2024 and are in Australian Dollars.
Prize Limitations	- For terms and conditions of the online gift card, including expiry date and where the gift card can/cannot be used, visit: Mastercard Gift Cards, Visa Gift Cards & Gift Vouchers - Gift Card Store
Prize Delivery	Prize will be delivered to the winner(s) within 28 days of the close of the Promotional Period. The prize will be delivered in Australia only.
Notification of Winner	Winner will be notified in writing by email within 7 days of the draw.
Second Chance Draw	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 5 December 2024 at the same time and place as the first draw(s) in order to distribute any unclaimed prize. Winner will be notified in writing by email within 7 days of the second chance draw.
Permit Numbers	N/A

FURTHER DETAILS

- 1 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 in accordance with clause 16;
 - (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 reasonable discretion. However, the Promoter is not responsible for any photographs uploaded to any Platform (as defined in clause 17) 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 16; and
 - (d) 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.
- 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 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.
- 4 Prize is not transferable and are not redeemable for cash or other products or services. In particular, prize 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 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.
- 5 The Promoter accepts no responsibility for late, lost or misdirected entries or other communications beyond its reasonable control. The Promoter has no control over technical or telecommunications problems, and accordingly, 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 promotion. If such problems arise, then the Promoter may, acting reasonably, (where necessary with the approval of the relevant lottery authority) modify, cancel, terminate or suspend the promotion and will include entries provided prior to the recommencement on such basis as the Promoter reasonably deems fair and equitable, and in accordance with its obligations at law. Further, the Promoter may, acting reasonably recommence this promotion under the same conditions.
- 6 If any prize becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a prize of equal or greater value, subject to any written directions from the various authorities.
- 7 All reasonable attempts will be made to contact the winner. If a winner does not claim their prize by the Second Chance Draw date, the Promoter may conduct the Second Chance Draw, subject to relevant regulatory authority instructions.

- 8 If an entrant's contact details change at any time between the date which they enter the promotion and the Second Chance Draw date, that entrant must notify the Promoter of their correct contact details.
- 9 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 promotion. . 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 promotion, or who has engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion.
- 10 If entrants 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 receipt and provide it to the Promoter as proof of a valid purchase to enter this promotion.
- 11 Without limiting any liability which cannot be excluded by law, the Promoter's liability 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 promotion, is limited to the value of the prize. except to the extent the loss, damage or injury arises as a result of the fraud or wilful misconduct of the Promoter or its employees, officers, agents or contractor.

Without limiting 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) that is supplied by a third party.
- 12 Nothing in these terms and conditions restricts, excludes or modifies any rights or remedies that cannot be excluded, restricted or modified under applicable law or any right to recourse you may have against a third party supplier.

If in the conduct of this Promotion, 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, restricted or modified, 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.
- 13 Without limiting the previous paragraph, the Promoter has no control over the transit of the prize, and accordingly the Promoter and its associated agencies and companies will not be liable for any damage, loss or delay in transit to the prize.
- 14 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 on terms consistent with clause 11.
- 15 Entrants consent to the Promoter using their name, image and/or voice in the event that they are a winner in any media for a maximum of 3 months without remuneration for the purpose of promoting this promotion (including any outcome). The Promoter will seek additional consent from entrants before using their name, image and/or voice for the purpose of promoting any products or services manufactured, distributed and/or supplied by the Promoter which are not connected to the promotion. If requested by the Promoter, the entrant agrees to sign a separate release required by the Promoter to give effect to this arrangement. **[INTERNAL MLA NOTE: If MLA intends to make significant use of the winner for ongoing promotional purposes for a period of longer than 3 months, a separate release should be signed with the winner outlining their obligations to be available to MLA for promotional purposes, the rights of MLA to use their name, image etc., and whether the winner will receive other benefits in return for this use.]**
- 16 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 promotion.

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 in connection with this promotion 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. **[INTERNAL MLA NOTE: If the winning entry will be used in a significant manner for ongoing purposes by MLA, a separate short form letter should also be signed by the winner confirming that the Promoter owns the intellectual property in the winning entry and that the winner is not entitled to any further benefit from the Promoter's use of that entry.]**

- 17 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 promotion 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 promotion.

- 18 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 promotion (which may include disclosure to third parties, the Promoter's related bodies corporate, agencies and contractors for the purpose of processing and conducting the promotion), for future research, promotional and marketing purposes, public statements and advertisements surrounding this promotion. 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 promotion 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 the Australian Privacy Principles contained in the *Privacy Act 1988* (Cth). A copy of the Promoter's privacy policy can be viewed on <http://www.mla.com.au/Privacy>. Entrants may access, change and/or update their personal information by contacting the Promoter on 1800 023 100 during office hours or contact the Promoter in writing at privacy@mla.com.au.

[If appropriate, insert: Entrants may ‘opt out’ of further promotional or marketing communications from the Promoter by using the ‘opt out’ function on any electronic marketing materials received, or by emailing privacy@mla.com.au.**]**

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