

Pangkarra Foods Pirate Life Giveaway T&Cs August/September 2020

Terms and Conditions for Pangkarra Foods' Competition for one winner to win two boxes of Puffs and two cartons of Pirate Life beer (Value: \$226).

Instructions on how to enter and win prizes form part of these conditions of entry.

Participation in this promotion is deemed accepting of the terms and conditions of entry.

The promotion is open to all South Australian residents aged 18 years and over.

Employees of the Promoter, and their immediate families and agencies associated with this promotion are not eligible to enter Pangkarra Foods' competitions.

Competition Details: Engage with Pangkarra Foods' Facebook or Instagram post detailing the Puffs and Pirate Life competition and comment with the name of another person to be eligible to win. Winners are picked at random with an online generator.

1. Entrants must like Pangkarra Foods and comment on the Pangkarra Foods' competition post, and be aged 18 years and over to be eligible to win.
2. The winner of this competition will be chosen at random. Entrants will be asked for their full name, email address, date of birth, and contact phone number upon winning - this will be provided to Pangkarra Foods.
3. Maximum of one (1) entry allowed per person.
4. The Promoter acknowledges that this promotion is not sponsored, endorsed or administered by, or associated with Facebook/Instagram.
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6. Entrants must be willing to have their name published on Pangkarra Foods' Facebook/Instagram page.
7. The Promoter will not be responsible for any late, lost, misdirected entries, or incomplete or incorrect entrant's contact details. Incomplete, illegible, incorrect and incomprehensible entries will be deemed invalid and will not be included in the judging. All entries are deemed to be received at the time of receipt into the promotional database NOT the time of transmission by the entrant.

8. Each competition is to be run at the discretion of those managing Pangkarra Foods' Facebook/Instagram page. This includes competition start and winner draw times.

9. All prizes/packages must be taken as offered. The prize/package, or any unused portion of the prize/ package, is not transferable or exchangeable and cannot be redeemed as cash. The prize/package is not valid in conjunction with any other offer. The prize/package is valued in Australian dollars, is provided by the service providers and is correct at time of publishing. The Promoter accepts no responsibility for any variation in the prize/package value. Finalists/winners are advised that tax implications may arise from their prize winnings/packages and they should seek in winnings/packages and they should seek independent financial advice prior to acceptance of their prize/package.

10. It is a condition of accepting the prize that the winner warrants to the Promoter that they understand that any arrangement entered into in relation to the redemption of this prize does not create a relationship between the winner and the Promoter of employer and employee, principal and agent, partnership or joint venture.

11. Entries not completed in accordance with the rules and conditions or received after the closing date will not be considered valid and will not be included in the draw. Indecipherable or incomplete entries will be deemed invalid. The Promoter's decision in relation to any aspect of the competition is final and binding on every person who enters. No correspondence will be entered into.

12. 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 promotion, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (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 conditions of entry; (e) any tax liability incurred by a winner or entrant; (f) redemption of the prize; and/or (g) participation in the promotion.

13. Each Entrant and the Promoter both wholly releases Facebook/Instagram from all liability except that which cannot be excluded by law (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.

14. All entries become the property of the Promoter. Entries will not be returned to any entrant. As a condition of entering into this promotion, entrants agree to assign all of their rights, title and interest in and to their entry to the Promoter. The entrant agrees to indemnify the Promoter

against all claims and costs by third parties arising from a breach of the warranty set out in this condition. The Promoter is entitled to use any of the entries submitted for any purposes at its discretion, including for any future promotion, marketing and publicity purposes.

15. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right (subject to reference to all relevant state and territory regulations), to cancel, terminate, modify or suspend the promotion.

16. If, for any reason, this competition is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter, which corrupt or affect the administration security, fairness, integrity or proper conduct of this competition, the Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries.

17. All entries become the property of the Promoter. The collection, and disclosure of personal information provided in connection with this competition is governed by the Privacy Notice.

18. The prize will be organised between the prize winners and Pangkarra Foods, 7 September 2020.

19. The Promoter is Pangkarra Foods, 260 Rochester Road, Rochester, 5453.

20. The winner will be notified by replied Facebook/Instagram status, Facebook/Instagram message or any other means the Promoter seems necessary.

21. Prize Description: one winner to win 2x boxes of Pangkarra Foods Puffs and 2x slabs of Pirate Life Beer.

22. Prize value: \$226.