

Think SPC, think prizes. Terms & Conditions ("Conditions of Entry")

Schedule															
Promotion:	Think SPC, think prizes.														
Promoter:	SPC Ardmona Operations Limited ABN 60 004 077 105, Level 1, 678 Victoria Street, Richmond, VIC 3121, Australia. Ph: 1800 805 168														
Promotional Period:	Start Date: 15/03/19 at 09:00 am AEDT End Date: 16/05/19 at 11:59 pm AEST														
Entry Periods:	Entry Period	Entries Open	Entries Close												
	1	15/03/19 at 09:00 am AEDT	21/03/19 at 11:59 pm AEDT												
	2	22/03/19 at 12:00 am AEDT	28/03/19 at 11:59 pm AEDT												
	3	29/03/19 at 12:00 am AEDT	04/04/19 at 11:59 pm AEDT												
	4	05/04/19 at 12:00 am AEDT	11/04/19 at 11:59 pm AEST												
	5	12/04/19 at 12:00 am AEST	18/04/19 at 11:59 pm AEST												
	6	19/04/19 at 12:00 am AEST	25/04/19 at 11:59 pm AEST												
	7	26/04/19 at 12:00 am AEST	02/05/19 at 11:59 pm AEST												
	8	03/05/19 at 12:00 am AEST	09/05/19 at 11:59 pm AEST												
	9	10/05/19 at 12:00 am AEST	16/05/19 at 11:59 pm AEST												
Eligible entrants:	<p>Entry is only open to Australian businesses and companies which on-sell SPC products directly to end-users (e.g. stores, cafes, pubs, restaurants, hospitals, age care facilities, etc). SPC distributors and businesses/companies that on-sell SPC products onto other businesses/companies, are not eligible to enter this Promotion.</p> <p>Only an authorised representative of a business/company may complete the entry form on behalf of that business/company.</p> <p>Entrants must be within the Promoter's/SPC distributors (as applicable) trading terms throughout the Promotional Period and must not have overdue monies owing as at the draw date in order to be eligible to claim any prize.</p>														
How to Enter:	<p>To enter the Promotion, the entrant must complete the following steps during the Promotional Period:</p> <p>a) purchase one (1) or more cartons of any participating SPC product (i.e. either SPC Peaches, Apricots, Apples, Plums, Two-Fruits, Pears or Fruit Salad) in one (1) transaction from an authorised SPC distributor or directly from the Promoter ("Eligible Transaction"); and then</p> <p>b) visit spc.com.au, follow the prompts to the Promotion entry page; and fully complete and submit the online entry form with their personal details as requested, their business/company name, the name of the distributor from which the Eligible Transaction was completed (if not from the Promoter directly), If they are a first time buyer or an existing customer; and upload a photo of the invoice for their Eligible Transaction as prompted (must be JPEG file).</p> <p>Proof of Purchase: The entrant must retain proof of purchase. The proof of purchase required is the invoice for the Eligible Transaction. The entrant must fill out the online entry form for every entry.</p>														
Entries permitted:	<p>Multiple entries permitted subject to the following:</p> <p>a) Limit one (1) entry permitted per Eligible Transaction (regardless of the number of SPC cartons in excess of one (1) purchased within the transaction);</p> <p>b) Maximum of one (1) entry permitted per business/company each week; and</p> <p>c) Each entry must be submitted separately and in accordance with the entry instructions above.</p> <p>Limit one (1) Weekly Prize permitted per business/company.</p>														
Total Prize Pool:	AUD \$14,500.00														
<table border="1"> <thead> <tr> <th>Prize Description</th> <th>Number of this prize</th> <th>Value (per prize)</th> <th>Winning Method</th> </tr> </thead> <tbody> <tr> <td>Major Prize: The prize is \$10,000.00 paid by cheque made payable to the prize recipient's name.</td> <td align="center">1</td> <td align="center">AUD\$10,000.00</td> <td align="center">Major Prize Draw</td> </tr> <tr> <td>Weekly Prize: The prize is a \$100 e-gift</td> <td align="center">45</td> <td align="center">AUD\$100.00</td> <td align="center">Weekly Prize Draw</td> </tr> </tbody> </table>				Prize Description	Number of this prize	Value (per prize)	Winning Method	Major Prize: The prize is \$10,000.00 paid by cheque made payable to the prize recipient's name.	1	AUD\$10,000.00	Major Prize Draw	Weekly Prize: The prize is a \$100 e-gift	45	AUD\$100.00	Weekly Prize Draw
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card. Exact e-gift card awarded to be determined by the Promoter. E-gift card will be redeemable at either one (1) retailer or multiple select retailers, as determined by the Promoter. Any ancillary costs associated with redeeming the gift card are not included. Any unused balance of the gift card will not be awarded as cash. Redemption of the gift card is subject to any terms and conditions of the issuer including those specified on the gift card.	(5 prizes per Weekly Draw)			
Prize recipient:	Each prize will be awarded to an owner or manager of the respective winning business/company, as selected by the Promoter.			
Winner notification:	The winners will be contacted by email within two (2) business days of the draw. Weekly prize winners will be published at spc.com.au within five (5) business days of the draw. The Major Prize will be published at spc.com.au by 23/05/19.			
Unclaimed Prizes:	Prizes must be claimed by 5pm AEDT 22/08/19. In the event of an unclaimed prize, the prize will be redrawn at 02:30 pm AEDT on 23/08/19 at SPC Ardmona Operations Limited, Level 1, 678 Victoria Street, Richmond VIC 3121. If the Major Prize is awarded via the re-draw the winner will be published at spc.com.au by 02/09/19.			

- The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
- The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
- Valid and eligible entries will only be accepted during the Promotional Period.
- Employees (and the immediate family members) of agencies/companies directly associated with the conduct of this Promotion, the Promoter, its distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" 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.
- Draws:**
 - Weekly Draws:** The Weekly Draws will take place at SPC Ardmona Operations Limited, Level 1, 678 Victoria Street, Richmond VIC 3121, Australia at 02:30 pm AEDT on the dates outlined below by computerised random selection. Entries in each Weekly Draw will not be entered into any subsequent Weekly Draw/s.

Weekly Draw	Entries Open	Entries Close	Draw Date
1	15/03/19 09:00 am AEDT	21/03/19 11:59 pm AEDT	22/03/19
2	22/03/19 09:00 am AEDT	28/03/19 11:59 pm AEDT	29/03/19
3	29/03/19 09:00 am AEDT	04/04/19 11:59 pm AEDT	05/04/19
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- The first five (5) valid entries drawn in each Weekly Draw will each win a Weekly Prize.
- Major Draw:**

- i) All entries received during the Promotional Period will be entered into the Major Draw. The Major Draw will take place at SPC Ardmona Operations Limited, Level 1, 678 Victoria Street, Richmond VIC 3121, Australia at 02:30 pm AEST on 21/05/19 by computerised random selection.
 - ii) The first valid entry drawn in the Major Draw will win the Major Prize.
 - c) The draw conductor may draw additional reserve entries in case an invalid or ineligible entry or entrant is drawn.
 - d) If a draw is scheduled on the weekend or a public holiday, the draw will be conducted at the same time and location on the following business day. The Promoter will ensure each draw is open for public scrutiny and anyone may witness the draw on request. The winner of a drawn prize is determined by chance.
6. All reasonable attempts will be made to contact each winner.
 7. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize.
 8. Where entry is allowed by purchase or subscription, the cost of the product or service is no greater than the cost would be without the opportunity to participate in the Promotion.
 9. Entrants must keep their proof of purchase specified in How to Enter for each entry as proof of purchase ("Proof of Purchase"). If an entrant fails to produce the Proof of Purchase for a specific entry or each entry, as and when requested by the Promoter, the Promoter has the right to invalidate the entrant's respective entry/entries for which Proof of Purchase cannot be provided and/or all entries submitted by that entrant and/or forfeit the entrant's right to a prize.
 10. The value of the prizes is accurate and based upon the recommended retail value of the prizes (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prizes after that date.
 11. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
 12. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and/or specification, subject to any written directions of a regulatory authority.
 13. No entry fee is charged by the Promoter to enter the Promotion. Where entry is allowed online, there is no additional cost to enter the Promotion other than any cost paid by the entrant to access the website or social media platform of entry via their Internet service provider.
 14. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
 15. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at spc.com.au/privacy-policy/. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. Personal information collected from entrants will not be disclosed to any entity located outside of Australia.
 16. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and State/Territory or postcode of residence.
 17. It is a condition of accepting the prize that a winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize.
 18. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to

deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.

19. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
20. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.
21. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
22. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each entrant and no correspondence will be entered into.
23. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
24. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
25. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
26. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
27. Authorised under: ACT Permit No. ACT TP 19/00066, NSW Permit No. LTPS/19/31249 and SA Permit No. T19/58.