

La Porchetta Travel Promo Terms & Conditions ("Conditions of Entry")

Schedule											
Promotion:	La Porchetta Travel Promo										
Promoter:	Coca-Cola Amatil (Aust) Pty Ltd ABN 68 076 594 119, L14, 40 Mount Street, North Sydney, NSW 2060, Australia. Ph: 0447331368										
Promotional Period:	Start date: 15/03/19 at 09:00 am AEDT End date: 18/04/19 at 11:59 pm AEST										
Eligible entrants:	Entry is only open to NSW, QLD, VIC and NZ residents. Entrants under the age of 18 must have parent or legal guardian approval to enter.										
How to Enter:	<p>To enter the Promotion, the entrant must, during the Promotional Period, spend at least \$50.00 in one (1) transaction (purchase must include any Coca-Cola Amatil variety product) from any La Porchetta store in NSW, QLD, VIC or NZ - must be via the online order form (https://order.laporchetta.com/menu).</p> <p>The \$50 minimum order excludes delivery fees.</p> <p>La Porchetta in-store purchases are NOT eligible for this Promotion.</p> <p><u>Proof of Purchase:</u> The entrant must retain proof of purchase. The proof of purchase required is the online invoice for the qualifying transaction.</p> <p>Entry is automatic on purchase.</p>										
Entries permitted:	<p>Limit one (1) entry permitted per qualifying transaction.</p> <p>The entrant is eligible to win a maximum of one (1) prize.</p>										
Total Prize Pool:	Up to AUD \$6,000.00										
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Prize Description</th> <th style="width: 15%;">Number of this prize</th> <th style="width: 15%;">Value (per prize)</th> <th style="width: 20%;">Winning Method</th> </tr> </thead> <tbody> <tr> <td> <p>The prize is a \$2,000 Travel Centre Voucher. Exact retailer for which voucher is issued will be determined by the Promoter in its absolute discretion.</p> <p>Prize will be awarded in the winner's local currency, either AUD or NZD. E.g. if winner is from Australia, prize will be issued as a AUD\$2,000 Travel Centre Voucher.</p> </td> <td align="center">3</td> <td align="center">\$2,000.00</td> <td>Draw: computerised random selection - 19/04/19 at 02:30 pm AEST</td> </tr> </tbody> </table>				Prize Description	Number of this prize	Value (per prize)	Winning Method	<p>The prize is a \$2,000 Travel Centre Voucher. Exact retailer for which voucher is issued will be determined by the Promoter in its absolute discretion.</p> <p>Prize will be awarded in the winner's local currency, either AUD or NZD. E.g. if winner is from Australia, prize will be issued as a AUD\$2,000 Travel Centre Voucher.</p>	3	\$2,000.00	Draw: computerised random selection - 19/04/19 at 02:30 pm AEST
Prize Description	Number of this prize	Value (per prize)	Winning Method								
<p>The prize is a \$2,000 Travel Centre Voucher. Exact retailer for which voucher is issued will be determined by the Promoter in its absolute discretion.</p> <p>Prize will be awarded in the winner's local currency, either AUD or NZD. E.g. if winner is from Australia, prize will be issued as a AUD\$2,000 Travel Centre Voucher.</p>	3	\$2,000.00	Draw: computerised random selection - 19/04/19 at 02:30 pm AEST								
Prize Conditions:	Any ancillary costs associated with redeeming the voucher are not included. Any unused balance of the voucher will not be awarded as cash. Redemption of the voucher is subject to any terms and conditions of the issuer including those specified on the voucher.										
Winner notification:	The winners will be contacted by representatives La Porchetta via phone and e-mail within two (2) business days of the draw. The winners will be published at https://www.laporchetta.com by 26/04/19.										
Unclaimed Prizes:	Prizes must be claimed by 19/07/19 at 02:30 pm AEST. In the event of an unclaimed prize, the prize will be redrawn on 22/07/19 at 02:30 pm AEST at Coca-Cola Amatil (Aust) Pty Ltd, L14, 40 Mount Street, North Sydney NSW 2060, Australia. The winners of the redraw will be notified by call within two (2) business days of the redraw. The winners will be notified publicly (and their details published) at https://www.laporchetta.com by 29/07/19.										

1. 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.
2. 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.
3. Valid and eligible entries will be accepted during the Promotional Period.

4. Employees (and the immediate family members) of the Participating Venues, 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.
5. If a prize is won by a person under the age of 18, the prize may be awarded to the winner's parent or guardian and where applicable to the prize a nominated parent/guardian must accompany any person under 18 years of age.
6. Draw:
 - a) The draw will take place at Coca-Cola Amatil (Aust) Pty Ltd, L14, 40 Mount Street, North Sydney NSW 2060, Australia at 02:30 pm AEST on 19/04/19 using computerised random selection.
 - i) The first three (3) valid entries drawn will each win the prize specified in the Schedule above.
 - ii) The draw conductor may draw additional reserve entries in case an invalid entry or entrant is drawn.
 - b) 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.
7. All reasonable attempts will be made to contact each winner.
8. 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.
9. 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.
10. 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.
11. 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.
12. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
13. 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.
14. No entry fee is charged by the Promoter to enter the Promotion.
15. Each prize will be awarded to the person named in the entry and any entry that is made on behalf of an entrant or by a third party will be invalid. 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.
16. Entrants' personal information will be collected by the La Porchetta. Personal information will be stored on La Porchetta's databases. La Porchetta may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. La Porchetta is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at <https://www.laporchetta.com/privacy-policy/>. La Porchetta's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the La Porchetta holds about them and how the entrant may complain about any potential breach by La Porchetta of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. La Porchetta 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 the Promotion. La Porchetta may transfer entrants' personal information to countries specified in their privacy policy.
17. For the purposes of public statements and advertisements, La Porchetta or the Promoter may only publish the winner's surname, initial and State/Territory/Country or postcode of residence.

18. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of a prize, if the Promoter determines in their absolute discretion, that a winner is not in the physical or mental condition necessary to be able to safely participate in or accept the prize. It is a condition of accepting the prize that a winner (or their parent or legal guardian if under the age of 18) may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize. If a winner is under the age of 18, a nominated parent or legal guardian of the winner will be required to sign the legal release on the winner's behalf.
19. 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.
20. 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 Consumer Guarantees Act 1993 (NZ) and/or Fair Trading Act 1986 (NZ) and the Competition and Consumer Act 2010 (Cth).
21. 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.
22. 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.
23. 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.
24. 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).
25. 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.
26. 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.
27. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
28. Authorised under: NSW Permit No. LTPS/19/32021.