

2019 MRS MACS SUMMER MOMENTS SOCIAL MEDIA COMPETITION

Terms and Conditions

- 1) Information on how to enter forms part of the terms and conditions of entry (**Terms and Conditions**). Entry into the 'Summer Moments' competition (**Promotion**) is deemed acceptance of these Terms and Conditions. Headings in this document are included for ease of reference, and do not affect interpretation in any way.
- 2) The promoter of the Promotion is Mrs Mac's Pty Ltd
- 3) The Promotion is in no way sponsored, endorsed, administered by, or associated with, Facebook or Instagram.

Promotion Period

- 4) All references to time in these Terms and Conditions are a reference to the local time in Perth, Western Australia, Australia.
- 5) The Promotion commences at 11:00am, Thursday 5 December 2019 AWST and closes at 11:59pm on Thursday, 2 January 2020 AWST (**Promotion Period**). The prize winners will be notified by Friday 17 January 2020 by 4:00pm AWST.

Eligibility to enter the Promotion

- 6) Subject to clauses 7 and 8, entry is open only to Australian residents with a current Australian postal address (**Eligible Entrants**).
- 7) Entrants must be adults and over the age of 18.
- 8) Businesses are ineligible to enter the Promotion.
- 9) Directors, management, employees, agents, and their immediate families of the Promoter and any of their related bodies corporate are ineligible to enter the Promotion.

Entry into the Promotion

- 1) Eligible entrants go into the draw by posting their Summer Moment on Facebook or Instagram with the #SatisfyinglySimple
- 2) Eligible Entrants may submit multiple entries.
- 3) The time of entry is deemed to be the time an entry is posted on Facebook or Instagram.

Invalid entries into the Promotion

- 4) The Promoter reserves the right, at any time, to verify the validity of entries and whether any entrant is an Eligible Entrant (including any entrant's identity and place of residence) and to disqualify any entrant who tampers with the entry process.
- 5) The Promoter reserves the right to reject any entries that violate our Terms & Conditions

Drawing of winners

- 6) Entries will be judged by the Promoter on the basis of originality and creativity throughout the competition period.
- 7) Chance plays no part in the selection of the winner.
- 8) The decision of the Promoter is final and no correspondence will be entered into.
- 9) The Promoter will notify the winner via the social media platform and profile the entry is posted on and with.
- 10) The Prize will be posted to the winner by mail to the address provided by the winner. The Promoter takes no responsibility for any delay in delivery or misplacement of the Prize by Australia Post or any other delivery service in the handling of the Prize.

Prizes

- 11) The Promotion prizes are:
- 1 x Mrs Mac's branded Esky with built in Bluetooth Speaker (valued at \$150 each)
 - 1 x \$100 gift card
 - 1 x Wireless phone charger (valued at \$30)
- 12) There will be five (4) Promotion winners. Each will receive one (1) Esky Prize Pack (**Prize**), valued at AUD \$280
- 13) The Prize may not be redeemed for cash.
- 14) The Prize is not replaceable if lost, stolen or destroyed.
- 15) If the Prize (or part of the Prize) is unavailable the Promoter, in its absolute discretion, reserves the right to substitute the Prize (or that part of the Prize) with a Prize up to the equal value or specification, subject to any written directions from a regulatory authority.

Prize winners

- 16) As a condition of accepting a prize, the prize winner consents to the Promoter using their name, likeness, image and voice (including photographs, film and recording of the same) in any media for an unlimited period without remuneration and without notice for the purpose of promoting this Promotion (including any outcome), promoting the Promoter or Promotion Partners and promoting any products manufactured, distributed or supplied by the Promoter or the Promotion Partners (**Purpose**).

Replacement winner

- 17) If any Promotion winner cannot be contacted within two months of the end of the Promotion Period, has not complied with these Terms and Conditions, or forfeits their prize, the Promoter will select a replacement winner.

Minors

- 18) This Promotion is not open to entrants under the age of 18. Any entrant under the age of 18 who is selected as a winner will forfeit the prize on presentation or discovery of evidence that they are younger than 18.

Additional documentation

- 19) As a condition of accepting this prize, the Promotion winner may be asked to provide proof of their identity to the Promoter at the discretion of the Promoter.

Reservation of rights

- 20) If any act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these Terms and Conditions, the Promoter will not be liable for any failure to perform or delay in performing its obligations. The Promoter reserves the right (subject to any applicable law) to cancel, terminate, modify or suspend this Promotion at any time.

No waiver

- 21) Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

Limitation of liability

- 22) The Promoter and others associated with this Promotion and their respective related bodies corporate, officers, employees, contractors, and agents will not be held liable for any loss, damage, injury or death whatsoever which is suffered or sustained (including but not limited to direct, indirect and consequential loss and including but not limited to any loss, damage, injury or death arising from any person's negligence) in connection with this Promotion, the promotion of this Promotion, the installation or any use of any prize, except for any liability which cannot be excluded by law (in which case the liability is limited to the minimum allowable by law).

Use of Personal information

- 23) All entries become the property of the Promoter.
- 24) This clause sets out the basis on which the Promoter may use an Eligible Entrant's personal information, such as their name, age and town of residence (**Personal Information**):
- a. Eligible Entrants warrant that any Personal Information that they provide to the Promoter is accurate;
 - b. Eligible Entrants irrevocably consent to the Promoter using any Personal Information which they submit in connection with this Promotion on an on-going basis for any purposes connected with the Promoter's business, including the conduct of the Promotion and publication of the prize winner;
 - c. the Promoter's use of an Eligible Entrant's Personal Information in accordance with this clause may involve:
 - (i) publication in any media (including the Promoter's websites, Facebook or Instagram); and
 - (ii) disclosure to third parties (including State and Territory lottery departments and the Promoter's contractors) in connection with the Promoter's business; Eligible Entrants will not be entitled to receive any remuneration or notice in relation to the Promoter's use of their Personal Information in accordance with this clause; and the Promoter complies with the Australian Privacy Principles in the *Privacy Act 1988* (Cth) (**Privacy Act**). The Promoter also has a Privacy Policy, which is available at <https://www.mrsmacs.com.au/privacy-policy/> (**Privacy Policy**). The Promoter will use any Eligible Entrant's Personal Information in accordance with the Privacy Act and the Promoter's Privacy Policy.

Tax implications

- 1) The Promoter accepts no responsibility for any tax implications that may arise from accepting the prize. Eligible Entrants should seek independent financial advice.

Force majeure

- 2) If any act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoter or which prevents the Promoter from complying with these Terms and Conditions, the Promoter will not be liable for any failure to perform or delay in performing its obligations.

Governing law

- 3) These Terms and Conditions are governed by the laws of Western Australia