

Tassal Facebook Contest Terms & Conditions

Tassal Salmon FitBit Flex Pack Giveaway 2018

The Promoter is Tassal Operations Pty Ltd. ABN 38 106 324 127 of 1 Franklin Wharf, Hobart 7000 (**Promoter**). www.tassal.com.au
By entering this promotion you agree to be bound by these Terms and Conditions (**Terms**) and the Promoter in its sole and absolute discretion may refuse to award any prize to any entrant who fails to comply with these Terms and Conditions.

1. Eligibility

- 1.1 Entry is open to all permanent residents of Australia (Eligible Entrant) aged 18 years or over. Individuals must have a Facebook account in order to access the promotional page.
- 1.2 Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. Immediate family 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.
- 1.3 The Promoter is responsible for determining whether a person is an Eligible Entrant in its sole and absolute discretion.
- 1.4 Entrants must be individuals only and cannot be acting on behalf of an organisation or group.
- 1.5 Eligible Entrants on notification of winning must provide their own legal name and confirmation of age to verify their entry in the Promotion.

2. Promotion Period

- 2.1 The promotion period commences 10:00am Tuesday, 5th June 2018 and ends 11:59pm Monday 11th June, AEST ("**Promotional Period**").

3. How to enter

- 3.1 'Like' the Tassal Tasmanian Salmon Facebook Page at <http://www.facebook.com/TassalSalmon> and submit your entry in the competition promotion.
 - 3.1.1 Individuals who already 'Like' the Tassal Tasmanian Salmon Facebook Page can proceed to Step 3.2
- 3.2 Comment on the competition post by answering this question: "What's your favourite Winter salmon recipe?"
- 3.3 Read and consent to the Terms and Conditions of the promotion.
- 3.4 Submit their entry by 11:59pm AEST on 11/06/18.
- 3.5 Only one entry permitted per person.
- 3.6 Any cost associated with accessing the Facebook Page is the entrant's responsibility and is dependent on the Internet service provider used.
- 3.7 Entry and participation in the promotion is dependent on entrants following and acting in accordance with the Facebook Statement of Rights and Responsibilities, which can be viewed at www.facebook.com/terms.php.

4. Monitoring and Moderation

- 4.1 The Promoter reserves the right to monitor and moderate all entries.
- 4.2 The Promoter reserves the right, at any time, to verify the validity of entries and entrants and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 4.3 The Promoter reserves the right to remove any entries considered to be of an offensive or defamatory nature.
- 4.4 The Promoter reserves the right, in its sole and absolute discretion, to remove any entries that it considers to go against the spirit of the competition.
- 4.5 Incomplete or indecipherable entries will be deemed invalid.

5. Determining the winner

- 5.1 The prize winner will be determined by the Promoters judging panel and process. The decision will be made in line with the competition criteria.
- 5.2 On close of the Promotion, judging will commence and the winning entrants will be communicated by 5pm Friday 15th June 2018.
- 5.3 All of the Promoter's judging panel's decisions are final and binding on each person who enters the competition and no correspondence will be entered into.
- 5.4 Unless advertised differently, the prize winners will be notified by PM (private message) through Facebook and contacted by email or phone at the end of the Promotion.
- 5.5 If for any reason the Promoter believes the Eligible Entrant has not complied with these Terms and Conditions of the Promotion requirements, the Promoter may, in its sole and absolute discretion, refuse to award a Prize.
- 5.6 The judges may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant.
- 5.7 The prize winners must respond to the request for contact details from the Promoter within 5 business days of being contacted in order to claim their prize. Should the prize winner not respond within the time limit, the Promoter is within rights to contact the next eligible winner.
- 5.8 If for any reason the Promoter believes the Eligible Entrant has not complied with these Terms or the Promotion requirements, the Promoter may, in its sole and absolute discretion, refuse to award a Prize.

6. Prize

- 6.1 There will be 10 individual prizes for the best valid entries, as determined by the judges, which will be; a Fitbit Flex, Tassal Cooler Bag, Tassal Cap and \$25 pre-paid Woolworths only Gift Card.
- 6.2 For Health and safety reason Tassal Tasmanian Fresh Salmon Side Skin-on 450g not included in the prize but can be redeemed with the \$25 pre-paid groceries only gift card from your local Woolworths.
 - 6.2.1 Individual prize is valued at \$145.00 RRP.
 - 6.2.2 Total prize pool is valued at \$1,450.00 RRP.

- 6.2.2.1 Dollar values are in Australian Dollars and inclusive of GST.
- 6.3 The Prize cannot be exchanged, transferred, redeemed for cash or sold.
- 6.4 The Prize must be taken as offered and cannot and will not be varied.
- 6.5 The Promoter is not responsible or liable for any damage in the redemption of their prize.
- 6.6 If for any reason the prize winner does not redeem the prize by the time stipulated by the Promoter, then the prize will be forfeited.
- 6.7 If the prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize of equal value.

7. General Conditions

- 7.1 As a condition of entering this promotion, each entrant licences the Promoter to use their entry in any media for an unlimited period for any reason including but not limited to future promotional, marketing or publicity purposes. Each entrant warrants to the Promoter that each entry submitted is an original literary work of the entrant that does not infringe the rights of any third party. Entrants agree to indemnify the Promoter against all costs and claims by third parties arising from a breach of this warranty. Entrants consent to any use of their entry which may otherwise infringe their moral rights pursuant to the Copyright Act 1968 (Cth).
- 7.2 Entrants consent to the Promoter using their name, likeness and image in the event that they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
- 7.3 If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
- 7.4 Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective 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.
- 7.5 Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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: (a) any technical difficulties or equipment malfunction (including any technical difficulty associated with the Fitbit Flex prize) (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 Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (g) taking of or participation in the prize.
- 7.6 The Promoter collects personal information in order to conduct the promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to opt-out, access, update or correct information to the Promoter. All entries become the property of the Promoter.
- 7.6.1 On submission of their entry, Entrants have the option to opt-in to receive electronic marketing communications from Tassal.
- 7.7 This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants understand that they are providing their information to the Promoter and not to Facebook. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Facebook. Facebook will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.