

NO TASTE LIKE POME

Terms and Conditions (Skill-Based Competition)

GENERAL

1. Information on how to enter and prizes form part of the Terms and Conditions. Entry into this competition deems acceptance of these Terms and Conditions.
2. To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.

WHO CAN ENTER

3. Subject to clause 4, entry is open to all residents of Australia over the age of 18, as of the date of entry, who have fulfilled the requirements set out below ('Eligible Entrants').
4. Employees, and their immediate families, of the Promoter, associated agencies and companies, contractors or individuals are not eligible to enter this competition. Immediate family means any of the following: spouse, ex-spouse, defacto 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. The Promoter is Apple & Pear Growers Association of South Australia (ABN 67 813 368 711) of 5 Plimmers Road, Lenswood SA 5240 ('Promoter').

HOW TO ENTER – VOTER PRIZE

6. Eligible Entrants ('Voter') must enter this competition during the Promotional Period (defined below) by purchasing a 'No Taste Like Pome' featured dish or item (that heroes apples and/or pears) from any one of the Participating Venues located in the Adelaide Hills, then take a photograph of it, and post the image (on their Facebook or Instagram account), including all of the following:
 - the hashtag #notastelikepome2020
 - tag or hashtag the participating venue (e.g. @locavore , @thehaus , #uraidlabakery)
 - a caption of up to 5 words to explain why they loved the featured dish or item.
7. Entrants must ensure that their entry is able to be viewed by the Promoter as of the date of judging.
8. The Participating Venues are any restaurants, cafes, hotels and/or eateries located in the Adelaide Hills which features dish or item that heroes apples and/or pears. It is not a requirement for the dish to be listed on the menu as a 'No Taste Like Pome' dish; however the dish must feature apples and/or pears.
9. Entrants must provide, on request, all requested contact details to be eligible to win. Each entry must be unique and received by the Promoter prior to the competition close date and time.
10. Each photo submitted must be the entrant's original photo, taken during the Promotional Period, and must not obtain any defamatory, copyright, rude, insulting, or objectionable content. The Promoter takes no responsibility for any images submitted by entrants but may disqualify any entry or entrant on the basis of a breach of this term.
11. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook or any other Social Media Platform. Membership and the use of a social media platform generally is subject to that platform's prevailing terms and conditions of use. Entrants understand that they are providing their information to the Promoter. Entrants are solely responsible and liable for the content

of their entries and any other information they transmit to other internet users via Facebook or Instagram. To the extent permitted by law, each entrant agrees to indemnify, defend and forever hold harmless, Facebook and its associated agencies and companies, against any and all losses, actions, claims, costs, expenses and damages (of any nature) which may be incurred by an entrant in respect of the entrant's participation in the promotion. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Facebook or Instagram.

HOW TO ENTER - CHEF / EATERY PRIZE

12. Entry for the CHEF / EATERY Prize is created automatically when votes are cast for an apple / pear 'hero' dish purchased from an Adelaide Hills establishment (restaurant, cafe, hotel and/or eatery). It is not a requirement for the dish to be listed on the menu as a 'No Taste Like Pome' dish; however the must feature apples and/or pears.

WHEN TO ENTER

13. The competition commences on 25/07/2020 at 09:00 and closes 31/08/2020 at 23:00 ('**Promotional Period**'). All times noted in these Terms and Conditions are local times, based on the location of the Promoter. Entries must be received by the Promoter prior to the competition close date and time.
14. The VOTER winner will be the best valid entry as judged by the judging panel, having regard to skill, creativity and originality, at the Promoter's Premises on 03/09/2020 at 11:00. The Promoter may select additional entries to be used as replacements in the event that the first entrant chosen as a winner cannot satisfy these Terms and Conditions or take a prize.
15. The CHEF/EATERY winner will be determined by a panel of 3 people by tallying the eligible votes cast.
16. The winners will be notified by electronic message and their names will be published online at <https://www.facebook.com/SouthAussieApple/> on 03/09/2020.

NUMBER OF ENTRIES PERMITTED

17. All entrants may enter as many times as they like provided that each entry is unique and submitted in accordance with these Terms and Conditions.

PRIZE ON OFFER

18. Total prize value is up to \$1000 (Including GST), as at 11/07/2020. The prizes on offer are as follows:
 - The 'No Taste Like Pome' VOTER prize is as follows: An Apple & Pear Produce Basket to the value of \$500 (including, but not limited to apples, pears, ciders, meal vouchers)
 - The 'No Taste Like Pome' CHEF / EATERY prize is as follows: A glass trophy by Adelaide artist Eamonn Vereker Glass. Value: \$500.00
19. If the Promoter is unable to contact the winner to claim fulfilment of the promotional prize within 2 days of determination or if the winner is unable to attend any element of the prize, that winner will forfeit the prize in its entirety and it shall be awarded to the next runner up in the promotion. The Promoter will not be liable for a winner who cannot be contacted and therefore forfeits their prize and no correspondence will be entered into.
20. Prize must be must be collected from Adelaide Hills, South Australia by October 16, 2020 subject to availability. In the event a winner does not take the prize by the time stipulated, then the entire prize will be forfeited by the winner and cash will not be awarded in lieu of the prize.

FURTHER TERMS AND CONDITIONS

21. The Promoter reserves the right to amend these Terms and Conditions if this competition cannot be run as originally planned. The Promoter may also cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affect the administration security, fairness, integrity or proper conduct of this competition. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition.
22. The Promoter and their associated agencies and companies will not be liable or responsible for any problems or technical malfunction of any telephone network or lines, computer on line systems, servers, or providers, computer equipment, software, technical problems of the phone or of any phone network, or any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur; whilst undertaking any travel won on or connected with their entry; in the participation in any prize; as a consequence of late, lost or misdirected mail, email SMS or phone call; due to the broadcast of any program relating to the competition or the publication of any material, including any statements made by any compere, staff member, journalist, other entrants or any other person; any injury or damage to entrant's or any other person's computer software or phone; or any combination thereof, related to or resulting from participation or sending or receiving of any communication or of any materials in this competition.
23. All entrants must submit ONLY their own original photos. Any such photos cannot be previously published in any forum worldwide. All entries become the property of the Promoter and cannot be returned. Entries that are found to have been derived from the designs of a third party will be considered invalid and, if awarded a prize, that prize must be returned to the Promoter. The winner may be required to sign a statutory declaration regarding the originality of the entry. Without limiting the generality, the Promoter reserves the right to take legal action against anyone found to have breached this term. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation are reserved.
24. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State Regulation. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
25. The Promoter highly recommends a current residential street address be provided when requested for ease of correspondence.
26. The Promoter reserves the right to request winners to sign a winner's deed of release or any other relevant forms or agreements that the Promoter deems necessary, to provide proof of identity, proof of age, proof of residency at the nominated prize delivery address and/or proof of entry validity (including phone bill) in order to claim a prize. Proof of identification, residency, age and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
27. The Promoter reserves the right to rejudge in the event of an entrant, claiming to be a winner, being unable to satisfy these Terms and Conditions.
28. The judges' decision in relation to any aspect of the competition is final and binding on each person who enters. Chance plays no part in determining any winner. No correspondence will be entered into.

No responsibility is accepted for late, lost or misdirected entries. Prizes are subject to availability, not transferable or exchangeable and, with the exception of cash prizes, cannot be taken as cash.

PRIVACY COLLECTION STATEMENT

29. The Promoter and its related entities collect entrants' personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying winners). The Promoter may disclose personal information collected to an agent who is engaged for prize fulfilment. The Promoter may also disclose personal information collected to Australian regulatory authorities, such as the regulators of trade promotions. The Promoter will otherwise handle your personal information in accordance with its Privacy Policy available by contacting the Promoter on the address below. You may request access or to update your personal information or lodge a complaint by writing to The Privacy Officer, Apple & Pear Growers Association of South Australia (ABN 67 813 368 711) of 5 Plummers Road, Lenswood SA 5240.

COPYRIGHT, STATUTORY GUARANTEES, WAIVER AND LIABILITY

30. All entries and any copyright subsisting in the entries become and remain the property of the Promoter who may publish or cause to be published any of the entries received. In participating in the prizes, the winners agree to participate and co-operate as required in all editorial activities relating to the Competition, including but not limited to being interviewed and photographed. The winners (and their companions) agree to granting the Promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide, including online social networking sites, and the winners (and their companions) will not be entitled to any fee for such use.
31. Prize winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of that prize.
32. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), 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").
33. 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 (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 (f) use of a prize.