

“OCEAN SPRAY PINK” PROMOTION

TERMS AND CONDITIONS

PARTICIPATION

1. Information on how to enter the Ocean Spray Pink Promotion (**Promotion**) and the prize form part of these Terms and Conditions. By participating, Entrants (as defined below) agree to be bound by these Terms and Conditions. Promotion is not valid in conjunction with any other special, discount or promotional offer unless indicated otherwise.
2. Entry is only open to Australian and New Zealand residents aged 16 years or over (**Entrants**). Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the Entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion.
3. Employees (and the immediate families) of the Promoter, participating retailers of Fisherman’s Friend products and agencies associated with this Promotion are ineligible to enter. The promoter is Ocean Spray International Services Australia, Pty Ltd (ABN 48 078 055 642) of 276 Flinders Street, Level 10, Suite 1 Melbourne, Victoria 3000 Australia (**Promoter**).
4. The Promotion commences at 12:00 pm AEDT on 16 March 2019 and entries close at 11:59pm AEST on 5th July 2019 (**Promotional Period**). Throughout this period there will be 4 draws conducted on a monthly basis, with one winner selected per draw. Entries will reset per month and will not carry over throughout the promotional period.
5. Each draw will take place 4 weeks after the start date with the following schedule:

COMPETITION	START DATE	CLOSE DATE	DRAW DATE
1	16 March	12 April	12 April
2	15 April	10 May	10 May
3	13 May	7 June	7 June
4	10 June	5 July	5 July

ENTRY

6. To enter the Promotion, Entrants must, during the Promotional Period:

Go to the advertised website “<http://www.oceanspray.com.au/pinkcranberry>” and answer the qualifying question: “*What drink you would create with Ocean Spray Pink Cranberry and your Soda Stream?*” in 25 words or less. The most creative answer will win.
 - (a) submit a valid entry form in accordance with clause 6 below.
7. To submit a valid entry form, Entrants must visit the promotional entry platform at “<http://www.oceanspray.com.au/pinkcranberry>” (**Website**). Entrants must then fully complete the entry form on the Website as requested including but not limited to entering their details, and *in 25 words or less – tell us “In 25 words or less tell us what drink you would create with Ocean Spray Pink Cranberry and your Soda*

Stream?" (Promotion Question), and follow the prompts to submit the entry form online so that it is received during the Promotional Period.

8. SodaStream Sparkling Water Makers are designed to be used to carbonate plain water only. Any flavouring should only be added after plain water has already been carbonated. Failure to follow this user instruction will void the machine warranty, and could lead to damage of the machine.
9. Multiple entries permitted, subject to the following: (a) each online entry form must be substantially unique in respect of the Entrant's answer to the Promotion Question, submitted separately and in accordance with the entry requirements.
10. All entries must be received by the Promoter during the Promotional Period. Entries received before the start of the Promotional Period or after the close of the Promotional Period will not count towards the Promotion and will be regarded as invalid. Records of the Promoter are final and conclusive as to time of receipt. Incomplete, illegible or indecipherable entries will be deemed invalid.
11. Entrants can only enter in their own name. The Promoter reserves the right, at any time, to verify the validity of entries and Entrants (including an Entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

PRIZE AND WINNER SELECTION

12. This is a game of skill and chance plays no part in determining the winner. All valid entries will be judged based on literary and creative merit. The Promoter reserves the right to select reserve entries and record the reserve entries in order of merit in the event that the original entry (or any subsequent reserve entry) is deemed ineligible, or the winner (or any subsequent reserve) does not claim their prize in the required time in accordance with the instructions provided by the Promoter.
12. The best four entries, as determined by the judges, will win one of the four monthly prizes of a Soda Stream and a case of Ocean Spray Pink (6 bottles).
13. Total prize pool value is up to AU\$133.75
14. The Promoter will not, to the fullest extent permitted by law, take any responsibility for the prize being lost and/or transferred to an inaccurate/incorrectly provided bank account or cheque sent to an inaccurate/incorrectly provided address.
15. Each winner will be contacted on the draw date and must claim their prize and provide delivery details in accordance with their entry within 2 working days of the corresponding draw date. The promoter reserves the right to select additional winners, to be contacted if the original winner does not claim their prize within the 2 working days. Delivery will be made by a standard courier or postal service.

16. If the winner of the prize is under 18 years of age, the prize will be awarded to the winner's nominated parent or guardian.

GENERAL

17. The Promoter's decision is final and no correspondence will be entered into.
18. Prize is not transferable or exchangeable, unless otherwise specified.
19. If for any reason a winner does not claim the prize by the time stipulated by the Promoter, then the prize will be forfeited.
20. In the event of war, terrorism, state of emergency or disaster (including but not limited to earthquakes), the Promoter reserves the right to cancel, terminate, modify or suspend the Promotion or suspend or modify the prize.
21. The Entrant who wins the prize consents to the Promoter using his or her name, likeness, image and/or voice (including photograph, film and/or recording of the same), in any media, for an unlimited period and without remuneration, for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
22. 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.
23. Any cost associated with entering the Promotion, or accessing the Website is the Entrant's responsibility.
24. Any documentation associated with the prize is void if lost, stolen, forged, mutilated or tampered with in any way.
25. 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 States 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 each of its respective officers, employees and agents) exclude 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.
26. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its officers, employees and agents) shall not be 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) the prize.

27. As a condition of accepting the prize, the winner must sign any legal documentation in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form. In the event the winner is under the age of 18, a nominated parent/legal guardian of such person will be required to sign the legal documentation required under this clause on their behalf.
28. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such personal information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian/New Zealand regulatory authorities. Entry is conditional on Entrants providing their personal information. The Promoter will collect, store, use and disclose personal information as set out in its Privacy Policy (you may request a copy of the Privacy Policy by contacting the Promoter at privacy@stalex.com.au). In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the personal information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Entrant. The Privacy Policy also contains information about how Entrants may opt out, access, update or correct their personal information, how Entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose entrant's personal information to any entity outside of Australia or New Zealand.
29. The laws in force in New South Wales apply to this Promotion to the exclusion of any other law. Entrants submit to the jurisdiction of the courts of New South Wales.
30. For any queries regarding this Promotion, please contact the Promoter (Ocean Spray) via their customer service department on 1800 626 338 or <http://www.oceanspray.com.au/Privacy.aspx>. They're contactable by phone in Australia at 1800 626 338 and in New Zealand at 0800 445 368