

**PERFECT ITALIANO –  
“WIN THE PERFECT FAKEAWAY NIGHT IN” PROMOTION**

**TERMS AND CONDITIONS**

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents aged 18 years or over.
3. Entries into the promotion open at 12:01am AEST on 22/05/24 and close at 11:59pm AEST 02/07/24 (“Promotional Period”).
4. Employees of the Promoter, Participating Retailers and agencies associated with this promotion are ineligible to enter.
5. A “Participating Retailer” is any retailer in Australia that stocks the Eligible Products (defined below) and displays material relating to the promotion during the Promotional Period.
6. To be eligible to enter, individuals must, in a single transaction, purchase any Perfect Italiano product (each an “Eligible Product”) from a Participating Retailer during the Promotional Period (“Qualifying Transaction”).
7. To enter, individuals must, during the Promotional Period, complete the following steps:
  - (a) Visit [perfectitaliano.com.au/en/fakeawaypromo](https://perfectitaliano.com.au/en/fakeawaypromo) and follow the prompts to the promotion entry page;
  - (b) Input the requested details (including their full name, valid email address and mobile phone number);
  - (c) Upload a photo of their purchase receipt for the Qualifying Transaction;
  - (d) Submit the fully completed online entry form; and
  - (e) Follow the prompts to see whether they have been deemed a provisional instant winner.
8. Upon submitting their entry, entrants will be notified instantly on screen, whether or not they have provisionally won an instant prize. All provisional instant winners are subject to verification which may take up to seven (7) days. Upon verification, winners will be sent their prize. ACT winners will have their names published at [perfectitaliano.com.au/en/fakeawaypromo](https://perfectitaliano.com.au/en/fakeawaypromo) by 04/07/24.
9. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per Qualifying Transaction (regardless of the number of Eligible Products purchased in that Qualifying Transaction); (b) a maximum of one (1) entry is permitted per person per day; and (c) each entry must be submitted separately and in accordance with these Terms and Conditions.
10. 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.

11. Entrants must retain their original purchase receipt(s) for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant's entries and forfeiture of any right to a prize. All purchase receipt(s) must clearly identify the outlet of purchase (which must be a Participating Retailer), the product purchased and the date of purchase (which must be during the Promotional Period and prior to the online entry).
12. Incomplete or indecipherable entries will be deemed invalid.
13. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
14. The Promoter's decision is final and no correspondence will be entered into.
15. There are a total of four hundred and twenty (420) instant win prizes to be won during the Promotional Period (ten (10) prizes will be randomly awarded per day). Each instant win prize is a \$200 Digital Prepaid Mastercard® gift card. Each prize will be delivered within ten (10) business days. Prizes are subject to the relevant supplier's conditions, including the following conditions which apply to the Digital Prepaid Mastercard:
  - a) The Digital Prepaid Mastercard is issued by EML Payment Solutions Limited ABN 30 131 436 532 AFSL 404131 pursuant to license by Mastercard and distributed by the TCN Group Pty Limited ABN 87 626 501 568;
  - b) T&CS apply. Mastercard and the circles design are registered trademarks of Mastercard International Incorporated;
  - c) Redemption of the Digital Prepaid Mastercard is subject to the standard terms and conditions, which can be found at <https://thecardnetwork.com.au/pages/terms-conditions>; and
  - d) Any ancillary costs associated with redeeming a Digital Prepaid Mastercard are not included. Any unused balance of a Digital Prepaid Mastercard will not be awarded as cash. Redemption of a Digital Prepaid Mastercard is subject to any terms and conditions of the issuer including those specified on the Digital Prepaid Mastercard.
16. As the 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 Terms and Conditions, 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 Terms and Conditions or otherwise.
17. Subject to the unclaimed prize draw clause, if for any reason a winner does not take the prize within thirty (30) days of being notified as an instant prize winner, then the prize will be forfeited.
18. If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize of the equal value and/or specification, subject to any written directions from a regulatory authority.
19. The total prize pool is valued at \$84,000.
20. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.

21. A draw for any prizes that are won but are not claimed may take place at 12:00pm AEST on 01/10/24 at KollwitzOwen, Suite 8, 799 Springvale Road, Mulgrave VIC 3170, subject to any directions from a regulatory authority. ACT winners, if any, will be notified by email within two (2) business days of the draw and their names will be published at [perfectitaliano.com.au/en/fakeawaypromo](https://perfectitaliano.com.au/en/fakeawaypromo) on 03/10/24.
22. In the event of war, terrorism, state of emergency, government lockdown, pandemic, or any other kind of disaster or unforeseeable event beyond the Promoter's reasonable control, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend, substitute or modify a prize, subject to any written directions from a relevant regulatory authority.
23. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event 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.
24. 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) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
25. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
26. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
27. Quality control errors will not invalidate an otherwise valid prize claim. Unless otherwise due to fraud or ineligibility under these Terms and Conditions, all prize claims in excess of the advertised prize pool will be honoured. Any instant win prizes that are part of the advertised total prize pool will be awarded in the unclaimed prize draw. Instant win game materials void if stolen, forged, mutilated or tampered with in any way.
28. 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 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.
29. 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 the prize.

30. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.perfectitaliano.com.au/en/contact/privacy-policy.html>. 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 PI 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 PI, 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. Unless otherwise indicated by the Promoter, the Promoter may disclose PI to entities outside of Australia.
  
31. The Promoter is Fonterra Brands (Australia) Pty Ltd (ABN ABN 80 095 181 669) of Level 2, 40 River Boulevard, Richmond VIC 3121, telephone 1800 353 942 ("**Promoter**").

**NSW Authority TP/00772. ACT Permit No. TP24/00413. SA Permit No. T24/328.**