

Birds Eye Airfryer Promotion Terms and Conditions

Promoter	Simplot Australia Pty Limited (ABN 98 070 579 609), Chifley Business Park, 2 Chifley Drive, Mentone, VIC 3198.
Competition Period	12.01am (AEDT) on 03/04/2024 to 11.59pm (AEST) on 24/04/2024.
Who can enter?	Only Australian residents can enter. If you are under 18, you must get approval from your parent/guardian before you enter and if you will be under 18 on the date the prize is awarded, it will be awarded to your parent or guardian. By approving your participation or by accepting any prize on your behalf, your parent or guardian accepts these conditions.
Who can't enter?	Directors, officers, management and employees (and their immediate families) of: (a) the Promoter; and (b) the agencies, companies or participating premises associated with this competition.
Where will the competition run?	The competition will run in participating Ritchies, Drakes, Cornetts and Romeo's stores (excluding online in each case) which are displaying promotional material in Australia. (each, a Retail Group).
Website	www.birdseyeairfryer.com.au
Qualifying Purchase	Purchase any 2 Birds Eye products, in 1 transaction. For the full range of Birds Eye products please go to https://birdseye.com.au/our-range .
Entry instructions	To enter, you must, during the Competition Period: (a) make a Qualifying Purchase from a Retail Group and collect your itemised purchase receipt; and (c) visit the Website, locate the entry page, select the Retail Group where you made your Qualifying Purchase from the drop-down menu and fill out and submit the online entry form, including by uploading an image of the Qualifying Purchase receipt, and providing all other requested information to see if you have provisionally won an instant prize. Your purchase receipt must clearly identify where the Qualifying Purchase was made, the product/s purchased (which must be/comprise a Qualifying Purchase) and the date of purchase (which must be during the Competition Period before you submitted your entry). The Promoter is not responsible if your mobile device/desktop is not sufficiently capable for the purpose of submitting an entry, including having the requisite photograph capability.
How many winners will there be and how will they be chosen?	There will be up to 80 instant winners determined in respect of this competition – up to 20 instant winners per Retail Group to be awarded randomly based on pre-determined times during the Competition Period selected by a computerised random system at Suite 8/799 Springvale Road, Mulgrave VIC 3170.
What can I win?	There are up to 80 instant win prizes available – with up to 20 instant win prizes available per Retail Group. Each prize is a Philips Airfryer 5000 Series XXL (Black) valued at \$449. Does not include any other accessories not specified. There is a limit of one prize per household (except for SA residents).
Total prize pool	The prize pool for each Retail Group is up to \$8,980. The overall total prize pool is up to \$35,920.

How many times can I enter?	You can enter multiple times, provided you only enter once per Qualifying Purchase and per receipt. Each entry must be submitted separately in accordance with these Terms and Conditions.
How and when will the winner/s be informed?	You will be notified in writing immediately on screen acknowledging your entry and informing you if you have provisionally won a prize and if so, once your entry is verified you will be notified that you have won. Winners will also have their name and state/territory of residence/postcode published on the Website on 04/05/2024.
Proof of purchase	You must keep the following as proof of purchase for all entries: <ul style="list-style-type: none"> original itemised purchase receipt(s). <p>If you don't produce the above proof of purchase for all entries when asked the Promoter may disqualify all of your entries and you will lose any right to a prize.</p> <p>Proof of purchase must be identical to that provided by you with your entry.</p> <p>If, in the Promoter's opinion based on the available information, you have shared any proof of purchase with another person, your entries will be invalid and you will lose any right to a prize.</p>
Unclaimed prize/s	Prize claim date: 5pm (AEST) on 30/05/2024. Unclaimed prize determination: 12pm (AEST) on 31/05/2024 at Suite 8/799 Springvale Road, Mulgrave VIC 3170. If a prize has not been accepted or claimed by the prize claim date above or if, after making all reasonable attempts, the Promoter can't contact a winner (or a winner does not contact the Promoter) by the prize claim date above, the relevant entry/ies will be discarded and the Promoter will re-award the relevant prize/s to Reserve Entrant/s and/or carry out an unclaimed prize draw at the date, time and place stated above to randomly distribute the prize/s amongst valid entrants who (if possible) have not already won an unclaimed prize. Any such winner/s will be informed in writing by email within 5 business days of determination and will also have their name and state/territory of residence/postcode published on the Website on 07/06/2024. If any prize remains un-won at the end of this competition, or if a prize winner cannot be found, that information will be published on the Website on 01/07/2024.
Collection and use of your personal information	If you are a winner, you must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. You consent to the Promoter using your name and image in any promotional or advertising activity. The Promoter may collect your personal information directly or through the Promoter's agents or contractors. The Promoter will use your personal information to conduct and manage the competition. The Promoter may disclose your personal information to the Promoter's related companies, agents and contractors to assist in conducting this competition, communicating with you or storing data. This may include disclosures to organisations outside Australia including in places such as the United States of America. By entering, you consent to the Promoter keeping your personal information on its database to use for future marketing purposes, including contacting you by electronic messaging provided that where required by the Spam Act 2003 (Cth), the Promoter includes a functional unsubscribe facility in each direct marketing communication it sends you that you may use to opt-out of any further such communications and provided that the functional unsubscribe facility complies with the Spam Regulations 2021 (Cth). By entering, you consent to receive email or SMS messages from the Promoter without any functional unsubscribe facility if they relate primarily to the conduct of this competition The Promoter's Privacy Policy (see www.simplot.com/privacy-policy) includes information about: (a) how to seek access to the personal information the Promoter holds about you and seek correction of the information; and (d) how to complain about a privacy breach and how the Promoter will deal with such a complaint.
Permit numbers	Authorised under: ACT Permit No. TP24/00082 SA Licence No. T24/62

- 11 These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about prizes and how to enter forms part of these Terms and Conditions. By entering, you accept these Terms and Conditions.

Entry

- 12 Your entry must be received during the Competition Period and will be deemed to be received only when received by the Promoter. If you return a Qualifying Purchase your entry may be deemed invalid at the Promoter's discretion (unless the product is defective). You will receive a return message confirming your entry. The Promoter is not liable for any problems with communications networks outside its reasonable control. You are responsible for your own costs associated with entering. If you enter using automatically generated entries or multiple phone numbers/email addresses/addresses/aliases, you may be disqualified.

Prizes

- 13 Prizes and all elements of prizes must be taken as specified, as and when offered and cannot be altered or changed in any way by you or will be forfeited, and if forfeited, the Promoter will not be liable. If you forfeit the prize or any element of the prize for whatever reason, you will not be given cash or any alternative prize as a substitute. Prize/s are subject to any additional terms and conditions imposed by the relevant supplier or the Promoter.
- 14 The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share a prize.

General

- 15 If you or your entry are deemed by the Promoter to breach these Terms and Conditions materially, your entry (or at the Promoter's discretion, all of your entries) may be discarded. The Promoter may, at any time, require you to produce documentation to establish to the Promoter's reasonable satisfaction the validity of your entries and/or verifying your identity (including documentation establishing your identity, age, place of residence and place of employment). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.
- 16 You must not:
- (a) tamper with the entry process (including but not limited to manipulating the system via bots, script use, or any other means to circumvent the entry process);
 - (b) engage in any conduct that may jeopardise the fair and proper conduct of the competition;
 - (c) act in a disruptive, annoying, threatening, abusive or harassing manner;
 - (d) do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this competition;
 - (e) breach any law; or
 - (f) behave in a way that is otherwise inappropriate.
- 17 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted for reasons outside the Promoter's reasonable control.
- 18 If any dispute arises between you and the Promoter concerning the conduct of this competition or claiming a prize, the Promoter will take reasonable steps to consider your point of view, taking into account any facts or evidence you put forward, and to respond to it fairly within a reasonable time. In all other respects, the Promoter's decision in connection with all aspects of this competition is final.
- 19 Prizes cannot be transferred or exchanged nor redeemed for cash. Without limiting any other term of these Terms and Conditions, all prizes (and elements of prizes) must be taken as and when specified, or will be forfeited with no replacement. The prize values are correct as at the date of preparing these Terms and Conditions and include any applicable GST. The Promoter is not responsible for any change in prize value. You agree that if a prize (or element of a prize) is unavailable for any reason the Promoter may provide another item of equal or higher value, subject to any necessary approval by the state/territory gaming authorities.
- 110 By entering, you request that your full address not be published.
- 111 Printing and other quality control errors outside the Promoter's control will not invalidate an otherwise valid prize claim. Every instant win prize claim in excess of the advertised prize pool will be honoured, unless the claim is rejected due to fraud or ineligibility under these Terms and Conditions.

- 112 If this competition cannot run as planned for any reason beyond the Promoter's control (for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, government directives, a pandemic, public health orders and the like), the Promoter may end, change, suspend or cancel the competition or disqualify affected entries/entrants, subject to any necessary approval by the state/territory gaming authorities.
- 113 The Promoter is not responsible for any tax implications arising from you winning a prize. You should seek independent financial advice. If for GST purposes this competition results in any supply being made for non-monetary consideration, you must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

Liability

- 114 You may have consumer rights under statute including under the *Competition and Consumer Act 2010* (Cth), which may be relevant to any issue or problem you encounter in relation to this competition and cannot be excluded or restricted. Nothing in these Terms and Conditions excludes or restricts those rights. See www.accc.gov.au for more information about those rights.
- 115 Subject to the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury (including allergies, skin conditions or other reactions, as relevant), illness or death suffered in connection with this competition or any prize, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).
- 116 Without limiting the previous paragraphs, the Promoter and the agencies and companies associated with this competition are not liable for any loss of, damage to or delay in delivery of prize/s, or for any damage that occurs to displayed prize/s (where relevant), due to circumstances beyond the Promoter's reasonable control. Unless otherwise specified, prize/s will only be delivered to addresses in Australia.
- 117 This competition is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram and Twitter. You provide your information to the Promoter and not to any social media platform. You completely release any relevant social media platforms from any and all liability.