

Primo Win a Pizza Oven Promotion Terms and Conditions

By entering the **Primo Win a Pizza Oven Promotion**, you agree to the following conditions:

1. STANDARD TERMS

1.1 Information on how to enter forms part of the terms and conditions of entry. Entry into the promotion is deemed as acceptance of these terms and conditions. Entry into the competition is by way of

- a) Shopping at any participating Drakes Supermarket displaying the promotional material.
- b) Purchase any pre packed Primo product (excluding deli items) and complete the entry form available at www.drakes.com.au/primo

2. WHO CAN ENTER?

2.1 Subject to clause 2.2, entry is open to all residents of Australia aged 18 years or over.

2.2 Employees and their immediate families of The Promoter, participating Drakes Supermarkets, the Prize Provider and their associated agencies and companies, and related bodies corporate are not eligible to win.

3. HOW TO ENTER

3.1 The Primo Win a Pizza Oven Promotion commences on 01/01/2022 at 07.30 (AEST) and concludes 31/01/2022 at 22:30 (AEST). To enter the purchaser must have purchased any pre-packed Primo product at a participating Drakes Supermarket and then complete the entry form available at www.Drakes.com.au/primo . Incomplete or indecipherable entries will be deemed invalid.

3.2 Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per Eligible Transaction; (b) each entry must be submitted separately and in accordance with entry requirements; and (c) unrecognised receipts will be deemed invalid.

3.3 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. Purchase receipt(s) must clearly specify the retailer of the Eligible Purchase, products purchased and that the Eligible Purchase was made during the Purchase Period but prior to entry. Winners drawn at random.

4. PRIZE WINNERS

4.1 A total of 5 winners will be drawn at random. Each winner will receive 1 x Gozney Rocbox Pizza Oven. Total Prize Pool Value = \$4,000.00

4.2 The prize draw will take place at Drakes Supermarkets Head Office (159 Henley Beach Road, Torrensville SA 5031) on 01/02/2022. Winners will be drawn at random. The winner will be notified by mail/email and telephone and posted online at www.drakes.com.au/competitions

4.3 Major Prize will be made available for collection from the winners nominated Drakes Supermarket.

5. PRIZE CONDITIONS

5.1 Prizes cannot be transferred and cannot be redeemed for cash. Additional options and all ancillary costs are the responsibility of the major prize winners. Unless expressly stated in these terms and conditions all other expenses become the responsibility of the major prize winners.

5.2 In accepting the prize, the Winners agree to participate in and co-operate with all reasonable media editorial requests, including but not limited to, being interviewed and photographed, and the Winners grant the Promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide and the Winners will not be entitled to any fee for such use.

5.3. Prize values are based upon the recommended retail prices at the time of printing (inclusive of GST). The Promoter accepts no responsibility for change in prize value between now and the ultimate prize redemption date.

5.4. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.

6. UNCLAIMED PRIZE DRAW

6.1 Subject to any written direction any unclaimed prize draw from all non-winning entries will take place on 08/06/2022 at Drakes Supermarkets Head Office (159 Henley Beach Road, Torrensville SA 5031).

6.2. The Promoter's decision is final and the promoter will not enter into correspondence regarding the Competition result.

6.3. It is a condition of accepting any of the prizes that the Winners must comply with all the conditions of use of the prize and the prize supplier's requirements.

6.4. It is a condition of accepting any of the prizes that the Winners may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.

7. NO LIABILITY

7.1 In the case of the intervention of any outside act, agent or event which prevents or significantly hinders The Promoter's ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, The Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to any written directions given under State Regulation.

7.2. The Promoter and the Prize Providers and their associated agencies and companies, and related bodies corporate will take no responsibility for prizes damaged or lost in transit, or late, lost or misdirected mail including electronic mail. And Further will not be liable for any misadventure, accident, injury, loss or claim that may occur:

- a) During the draw;
- b) In the participation in any prize;
- c) As a consequence of late, lost or misdirected mail, telephone or internet malfunction;
- d) Due to the broadcast of any program relating to the competition or the publication of any material, including any statements made by any compare, staff member, journalist, other entrants or any other person;
- e) Arising from or related to any problem or technical malfunction of any telephone network or lines, mobile or internet communications network related to or resulting from participation in this promotion.

c. The Promoter and the Prize Providers and their associated agencies and companies, and related bodies corporate assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of entries, and reserves the right to take any action that may be available.

d. If for any reason this competition is not capable of running as planned, due to causes including but not limited to tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of The Promoter and the Prize Providers which corrupt or affect the administration security, fairness, integrity or proper conduct of this competition, The Promoter and the Prize Providers reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the competition, subject to any written direction given under State Regulation.

8.0 General

8.1 The Promoter and the Prize Providers are bound by the Australian Privacy Principles contained in the Privacy Act 1988 (Cth). The Promoter and the Prize Providers collect 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, as otherwise required by law, including to any Australian regulatory authority. Entry is conditional on providing this information and if entrants do not provide the information requested, they may not be able to enter the Promotion. The Promoter and the Prize Provider will not transfer the entrant's personal information overseas, except upon the entrant's request, or if the Promoter and the Prize Provider is permitted or authorized to do so by law.

8.2 The Promoter and or the Prize Provider 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. If an entrant wishes not to receive information from the Promoter and/or the Prize Provider, they can 'opt-out' by clicking on the 'unsubscribe' link at the bottom of the email, or phoning the Promoters on (08) 8415 6100 or by emailing Privacy@drakes.com.au or the Prize Provider by phoning 1300 748 748. All entries become the property of the Promoters and the Prize Providers.

8.3 These Terms and Conditions shall not be interpreted or constructed to create an association, agency, joint venture or partnership between the Promoter and the Prize Providers or to impose any liability attributable to such a relationship upon either party.

9.0 DETAILS

9.1 The Promoter is Drake Supermarkets Pty Ltd (ABN: 57 109 544 416) Upper Level 159 Henley Beach Road, Torrensville, SA 5031

9.2 The Prize Provider is Primo Foods Pty Ltd (ABN: 67 002 781 142) 18 Hume Highway, Chullora New South Wales 2190