

MOISTURE-INFUSED PROMOTION

Competition details

Promotion Name	Moisture-Infused Promotion
Promoter	The Promoter is Luv-a-Duck Pty Ltd, (ABN 30005277412) of 228 Ingles Street, Port Melbourne, VIC 3207
Promotion Type	Game of chance.
Promotion Period	The Promotion will commence at 12:01am on 2 July 2018 and close at 11:59pm on 31 August 2018 (Promotion Period).
Entry Restrictions	This promotion is only open to residents VIC, NSW, SA, WA, QLD aged 18 years and over for purchases made within the above listed states. The entrant must be a distributor business. Employees (and their Immediate Families) of the Promoter, of Participating Stores or any of their respective parent companies, subsidiaries or affiliated companies, or any agencies associated with this promotion are ineligible to enter. "Immediate Family" means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child, parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin and the persons referred to above includes natural and non-natural relations (in the opinion of the Promoter). The Promoter is responsible for determining whether a person is an eligible entrant in its absolute discretion
How to enter	<p>During the Promotional Period, Eligible Entrants must purchase a minimum of six full cartons of Luv-a-Duck Moisture-Infused Duck Breast 10 pack or 4 pack directly from Luv-a-duck.</p> <p>Eligible Entrants will then need to complete the online entry process via the URL www.luvaduck.com/win and submit an online entry form with all required details, including the entrant's full name, email address, contact number, date of birth, distributor company name, distributor address (inc state and postcode), and confirmation (checkbox ticked) that 6 cartons of moisture-infused duck breast was purchased directly from Luv-a-Duck.</p>
Prize draw	<p>Entries will be divided into 5 (Five) State/Territory groups (1. VIC, 2. NSW, 3. SA, 4. WA, 5. QLD) as determined by the postcode entered by the entrant on the online entry form.</p> <p>A total of five (5) Major Prizes offered. One (1) Major Prize per each State/Territory Group.</p> <p>The first valid entry drawn in each State/Territory group will win a prize as detailed below (in 'Prize Details')</p> <p>The prize draw will take place at Switch Marketing, 6 Hodgson St, Kew VIC 3101 on 7 September 2018 at 2pm AEST.</p>
Prize details	<p>The first valid entry drawn in each State/Territory group will win the 'Major Prize Event' which includes:</p> <ul style="list-style-type: none"> ● 2 adult return economy airfares for two adults from their nearest major capital city to Melbourne, VIC including hotel airport transfers departing on 18th October and returning 20th October, 2018.

	<ul style="list-style-type: none"> • 2 nights accommodation staying at Crown Towers Melbourne (twin share standard room - one room provided only unless otherwise specified by the Promoter) checking in on the 18th October and returning 20th October, 2018. • A voucher to entitle two adults to attend a Luv-a-Duck Masterclass with chef Adam D'Sylva on 19th October, 2018 at Luv-a-Duck Kitchen - 228 Ingles St, Port Melbourne, VIC 3207. <p>Total value of the prize pool is AUD\$4,000 RRP (inc GST) per state group.</p>
Notification	<p>Winners will be notified by phone, and in writing via email, within two (2) business days of the prize draw with winner's details and their entry published on the promotions website www.luvaduck.com/win on the 12 September 2018.</p> <p>Due to the limited time between the draw/notifications and the "Major Prize Event, the winner(s) must advise the promoter within 5 days of notification online if they will be redeeming their prize to enable flight and accommodation bookings. Should the winner not notify the promoter within 5 days of notification, or the prize remains unclaimed, then that winner will forfeit their right to the prize and a secondary winner will be selected in the Unclaimed Prize Draw</p>
Unclaimed Prize Draw	<p>A prize Re-Draw for any unclaimed prizes (if any) shall take place at 10.00 am on September 17th at the same location as the original draw. The winner will be notified by phone within 2 business days of the applicable draw. Due to the limited time between the draw/notifications and the "Major Prize Event, unclaimed Prize Draw winners have 5 days to notify the promoter if they are able to redeem the prize. Should the redrawn winner not notify the promoter within 5 days of notification or the prize remains unclaimed, then the winner(s) will forfeit their right to the prize with no further redraws taking place. Re drawn winners will have their name published on website www.luvaduck.com/win on the 19 September 2018.</p>
Entry Limits	<p>Only one entry is permitted per distributor.</p>
Verification /Proof of Purchase	<p>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 participate.</p>
Addition prize terms	<p>Entrants must, at the request of the Promoter, provide proof of identity, age, distributor company and residency.</p> <p>Prize must be taken to on the dates outlined in "Prize Details'. If for any reason a winner does not, take a prize (or an element of a prize) at the time stipulated, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash.</p> <p>If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a replacement prize to an equal value.</p> <p>Prizes are not transferable, substitutable or exchangeable nor redeemable for cash (including any unused portion).</p> <p>The winner is responsible at their own expense to make their way to and from their nearest capital city airport.</p> <p>Prize travel itinerary to be determined by the Promoter in its absolute discretion.</p> <p>The prize winners must, at the Promoter's request, participate in any Promotion activity (such as publicity and photography) relating to the winning of a prize, free of charge, and they consent to the Promoter using their name and image in any future promotional material.</p>

All costs associated with a travel prize which are not expressly stated to be included in a Major Prize in the Prize Details, such as spending money, incidental hotel charges (such as mini bar, movies, telephone calls, food or beverages), transfers, meals, taxes, insurance, other travel or accommodation, luggage costs and all other ancillary costs, are the responsibility of the winner. The winner is responsible for ensuring they have all necessary travel insurance (if not included in the prize). The Promoter is not responsible for the cancellation, delay or rescheduling of any part of a travel Prize and any costs incurred by the winner as a result (including accommodation costs) will be the responsibility of the winner. A credit card imprint or cash deposit may be required by the hotel from the winning entrant at check-in to the hotel for incidental charges during the winning entrant's stay. The winner must hold a valid credit card and present it at check in. The Promoter is not responsible for any damage to the hotel room caused or contributed by the winning entrant or his or her companion.

Prizes are valued in Australian dollars. The Promoter accepts no responsibility for any variation in the prize value. Prize winner is advised that tax implications may arise from their prize and should seek independent financial advice prior to acceptance of their prize.

Terms and Conditions

1. Information on how to enter the **MOISTURE-INFUSED PROMOTION** and prizes form part of these Terms and Conditions. Participation in this competition is deemed acceptance of these Terms and Conditions.
2. All entrants acknowledge that the Promoter can rely on these Terms and Conditions even if the Promoter only learns of a person's ineligibility after the Promoter has awarded a prize to the ineligible person. Return of the prize or payment of its equivalent value to the Promoter may be required by the Promoter if this occurs.
3. Each entrant is responsible for ensuring his or her familiarity with these Terms and Conditions at the time of participation. The Promoter's decision not to enforce a specific restriction (whether communicated to an entrant or not) does not constitute a waiver of that restriction or of these Terms and Conditions generally.
4. Incomplete and indecipherable entries and any entry which has incorrectly entered personal information or contact details shall be deemed an invalid entry. No responsibility is accepted by the Promoter for late, lost, misdirected, ineligible or illegible/inaudible entries (including lost, stolen, forged, defaced or damaged proof of entry or things required by the Verification Requirements).
5. The Promoter's decision in relation to any aspect of these Term and Conditions and the Promotion is final and binding on every person who enters. No correspondence will be entered into.
6. The Promoter may, in its sole discretion, declare any or all entries made by an entrant invalid, and/or prohibit further participation by an entrant in this Promotion or a prize event/activity if the entrant:
 - a. disrupts, annoys, abuses, threatens, harasses or attempts to do any of these things to the Promoter, another entrant or potential entrant of, or anyone else associated with, this Promotion;
 - b. submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process; or
 - c. engages in conduct in relation to this Promotion which is misleading, deceptive, fraudulent or damaging to the Promoter's goodwill or reputation.
7. 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law to modify, suspend, terminate or cancel the **MOISTURE-INFUSED PROMOTION**, as appropriate.
8. Entries must be received by the Promoter and will be deemed to have been received at the time of receipt by the Promoter. Online and other electronic entries are deemed to have been received at the time of receipt into the promotion database and not at the time of transmission by the entrant.
9. Any costs associated with accessing the Promotion website are the entrant's responsibility and are dependent on the internet service provider used. Entrants must submit their entries and/or claims manually using an internet browser.
10. The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, communication network, computer equipment, software, technical problems or traffic congestion on the Internet or at

any web site, or any combination thereof, including any error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise, injury or damage to entries or to participants' or any other person's computer related to or resulting from participation in or downloading any materials in this Promotion. If the Promotion is not capable of being conducted due to circumstances beyond the Promoter's control, including due to any technical or communications problems, the Promoter reserves the right to amend, suspend or cancel the competition subject to approval from any relevant authority.

11. 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. 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.
12. As a condition of claiming a prize, the Participant may be required to (at the Promoter's discretion) sign any legal documentation as and 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.
13. The Promoter may communicate or advertise this competition using Facebook. However, the competition is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants are providing their information to the Promoter and not to Facebook. Each entrant completely releases Facebook from any and all liability.
14. The prize(s) and/or parts of the prize(s) is/are not transferable or exchangeable and cannot be taken as cash (unless the prize is cash). If a prize, or an element of a prize, is unavailable for any reason, the Promoter reserves the right to substitute another prize of equal or greater value for that prize, or element of it, subject to the approval of any relevant authority. The Promoter and its representatives will not be liable for any damage to or delay in transit of prizes.
15. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter the Promotion repeatedly is prohibited and will render entries submitted using such means as invalid.
16. Except for any liability that cannot be excluded by law, the Promoter (including its 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, including, but not limited to, where arising out of the following: (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.
17. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury, illness or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this competition or accepting or using any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law). Nothing in these conditions restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law
18. Entrants irrevocably consent and assign to the Promoter all intellectual property including copyright in the images submitted by them during this competition. Entrants also irrevocably 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 competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
19. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties required for the provision of the Prize. Entry is conditional on providing this information. The Promoter may disclose the information for those purposes to its related bodies corporate and contractors. If entrants do not provide the information requested they will not be able to enter the Promotion.
20. In addition to the privacy term set out above, there is a ticked "opt in" box on the websites entry form page confirming that the entrant agrees to receive future communications from Luv-a-Duck". If the entrant does not wish to receive future communications by Luv-a-Duck, the entrant must untick to "opt in" box.
21. The Promoter may also use personal information entrants provide to send information about the Promoters products and services (including via electronic means), and may disclose the information to its related bodies corporate, agencies and contractors (including call centres, advertising agencies and direct mail houses) the Promoter engages for that purpose.
22. **CAUTION:** Any attempt to deliberately undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to refer the matter to law enforcement authorities and/or to seek damages or such other civil remedies as the Promoter may determine from time

to time to the fullest extent permitted by law.

23. The Promoter is bound by the Privacy Act 1993 (NZ) and its privacy policy which is located at: <http://www.luvaduck.com.au/privacy-policy>. If entrants have any concerns or queries about the way their personal information is managed by the Promoter or wish to seek access to, or correct, personal information held by the Promoter, they should contact the Promoter by telephoning its customer service call centre on 1300 649 000 or contact its Privacy Officer via hrmanager@luvaduck.com.

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