

## “BONNE MAMAN X ROMEO’S CONSUMER” PROMOTION

### TERMS AND CONDITIONS

**[DRAFT FOR APPROVAL]**

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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 SA residents. 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 their immediate families) of the Promoter and 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 (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1<sup>st</sup> cousin.
4. Entries into the promotion open on 22/04/2021 and close at 11:59pm AEST on 18/05/2021 (“**Promotional Period**”).
5. To be eligible to enter, individuals must purchase any Bonne Maman 370g conserve or Bonne Maman INTENSE Fruit Spread from Romeo’s Supermarkets in South Australia during the Promotional Period (“**Qualifying Transaction**”).
6. To enter, individuals must then undertake the following steps during the Promotional Period:
  - Visit [www.bonnemaman.com.au](http://www.bonnemaman.com.au) and follow the prompts to the competition entry page;
  - Input the requested details including their full name, valid email address and contact phone number; and then
  - Submit the fully completed online entry form.
7. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per Qualifying Transaction; and (b) each entry must be submitted separately and in accordance with entry requirements. For the avoidance of doubt, if multiple eligible products are purchased in a single Qualifying Transaction, the entrant is only entitled to one (1) entry for that Qualifying Transaction.
8. 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 store of purchase and that the purchase was made during the Promotional Period but prior to entry.
9. 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.

10. Incomplete or indecipherable entries will be deemed invalid.
11. 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. The draw will take place at Anisimoff Legal, Suite 5 Erina Plaza, 210 Central Coast Highway Erina NSW 250 on 25/05/2021 at 10:00am AEST. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. Winners will be notified by email within two (2) business days of the draw.
13. The Promoter's decision is final and no correspondence will be entered into.
14. The first five (5) valid entries drawn will each win a \$100 L'Occitane voucher redeemable at [L'Occitane in Adelaide Rundle Place, Burnside Village or online at <https://au.loccitane.com/>](#).
15. Any ancillary costs associated with redeeming the L'Occitane voucher are not included. Any unused balance of the L'Occitane voucher will not be awarded as cash. Redemption of the L'Occitane voucher is subject to any terms and conditions of the issuer including those specified on the L'Occitane voucher.
16. If a winner of a prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian on the winner's behalf.
17. If for any reason a winner does not take or redeem a at/by the time stipulated by the Promoter, 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 to the equal value and/or specification, subject to any written directions from a regulatory authority.
19. Total prize pool value is \$500. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
20. 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.
21. 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.

**Commented [AM1]:** Are there L'Occitane stores in SA or are vouchers redeemable online only? Please confirm if vouchers are limited when it comes to redemption.

**Commented [MW2R1]:** 1. There are 2 physical stores in SA

**ADELAIDE - RUNDLE PLACE**  
2. Shop G21, Ground Floor, 77-91 Rundle Mall  
5000 Adelaide

**BURNSIDE VILLAGE**  
1. Shop 42 BG 1 447 Portrush Road  
5065 Glenside

Winners can also redeem online at <https://au.loccitane.com/>

22. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used. 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.
23. 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.
24. 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 a prize.
25. 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.bonnemaman.com.au/privacy/>. 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. The Promoter will not disclose PI to any entity outside of Australia.
26. The Promoter is Andros Barker's Australia Pty Ltd (ABN 74 090 731 427) of Suite 449, 1 Queens Road, Melbourne VIC 3004.

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