The Good Guys Create Good Food Social Competition 2023 ("Competition")

TERMS AND CONDITIONS

General

- 1. Information on how to enter and prizes form part of the Terms and Conditions. Entry into this competition deems acceptance of these Terms and Conditions.
- 2. To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.

Who can enter

- 3. Subject to these Terms and Conditions, entry is open to all residents of Australia aged 18 years and over who have fulfilled the requirements set out below ('**Eligible Entrants'**).
- 4. Employees, and their immediate families, of the Promoter, associated agencies and companies, contractors or individuals are not eligible to enter this competition. Immediate family means any of the following: spouse, ex-spouse, defacto 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 first cousin.
- 5. The Promoter is The Good Guys Discount Warehouses (Australia) Pty Ltd, ABN 48 004 880 657, of 60 City Road Southbank, VIC 3006.

How to enter

- 6. Eligible Entrants may enter this competition to win a share of \$1000 The Good Guys StoreCash by:
 - Cooking the nominated recipe by Nigella (recipe available on The Good Guys website at www.thegoodguys.com.au/nigella-lawson) in the relevant month and posting a picture of their cooking to The Good Guys competition post, on The Good Guys Facebook including the hashtag **#creategoodfood**;
 - Liking The Good Guys Facebook page;
 - Downloading the StoreCash Digital Wallet onto their smartphones (if they did not already have one previously) and;
 - Keeping the Digital Wallet downloaded on their smartphone until the prize is drawn and issued for prize fulfilment purposes.

When to enter

7. Each monthly competition commences and closes on the dates specified in the table below (**Promotional Periods**). Each entry must be unique and must be received by the Promotor prior to the monthly competition close date and time. All times noted in these Terms and Conditions are local times, based on the location of the Promoter.

Monthly Competition Dates	Recipe of the month	Prize Judged Dates	Prize Pool	Total Prize Pool
1/8 – 11:59 PM on 31/8/2023	Moroccan Chicken Stew	4/9/2023	1 x \$500 StoreCash 5 x \$100 StoreCash	\$1,000 StoreCash
1/9 – 11:5 9PM on 30/9/2023	Speedy Syrup Sponge	2/10/2023	1 x \$500 StoreCash 5 x \$100 StoreCash	\$1,000 StoreCash
1/10 – 11:59 PM on 31/10/2023	Double Chocolate and Pumpkin Seed Cookies	6/11/2023	1 x \$500 StoreCash 5 x \$100 StoreCash	\$1,000 StoreCash
1/11 – 11:59 PM on 30 /11/2023	Sake Steak and Rice	4/12/2023	1 x \$500 StoreCash 5 x \$100 StoreCash	\$1,000 StoreCash
1/12 – 11:59 PM on 31/12/2023	Coriander and Jalapeno Salsa	5/1/2024	1 x \$500 StoreCash 5 x \$100 StoreCash	\$1,000 StoreCash
			Grand Total Prize Pool	\$5,000

- 8. The winners will be the best valid entries as judged by the judging panel, having regard to skill, creativity and originality, at the Promoter's Premises on the judgement dates specified in the table above The Promoter may select additional entries to be used as replacements in the event that the entrants chosen as a winner cannot satisfy these Terms and Conditions or take a prize.
- The total number of competition winners in this competition is thirty (30). The winners will be notified by email and their names will be published online at <u>www.thegoodguys.com.au/winners</u> for 90 days from the date of verification of the winners.
- 10. By entering this Competition, Entrants consent to being contacted to retrieve details to identify their StoreCash Digital Wallet (details include: Name and Mobile Number) and allow The Good Guys to publish their winning image plus name (Initial and last name) and on marketing materials. The winners' details will be published on The Good Guys website within five (5) business days of the draw.
- 11. Winners will be contacted via their social post and requested to privately message The Good Guys to claim their prize. If the Promoter is unable to contact the winner within 30 days from the date of verification of the winner to claim fulfilment of the promotional prize or if the winner is unable to attend any element of the prize, that winner will forfeit the prize in its entirety and it shall be awarded to the next runner up in the promotion. The Promoter will not be liable for a winner who cannot be contacted and therefore forfeits their prize and no correspondence will be entered into.

- 12. Prizes will be issued to the winners' The Good Guys StoreCash Digital Wallet, within five (5) business days from the date of verification of the winners.
- 13. The Promoter reserve the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence).
- 14. The judges' decision in relation to any aspect of the competition is final and binding on each person who enters. Chance plays no part in determining any winner. No correspondence will be entered into. No responsibility is accepted for late, lost or misdirected entries. Prizes are subject to availability, not transferable or exchangeable and cannot be taken as cash.

Privacy Collection Statement

- 15. The Promoter will collect personal information in order to conduct the Competition and will, for this purpose, disclose such information to the competition third parties and entry is conditional on providing this information. By submitting an entry into this competition entrants consent to receive promotional and other marketing messages from the Promoter (including messages sent electronically for an unlimited period of time). Entrants will be able to opt-out at any time by following the instructions included in each message sent by the Promoter.
- 16. The Promoter's privacy policy (available on The Good Guys' website at: https://www.thegoodguys.com.au/privacy-policy) contains information about how The Promotor will handle your personal information, and other information required to be disclosed to you under the Privacy Act. You should read this policy before providing any personal information to The Promoter. The Promoter collects personal information in order to conduct the Competition and may, for this purpose, disclose such information to third parties, including, but not limited to, competition partners and other parties as required to fulfill the prizes, to Australian regulatory authorities; entry is conditional on providing this information. By supplying the Promoter with your personal information for this Promotion, you have given us the permission to communicate to you via mail, e-mail, SMS, MMS, Facebook, and social channels and telephone indefinitely to inform you about our products and services. If you wish to obtain a copy of our privacy policy, access the personal information we hold about you or if your personal information is inaccurate, incomplete, out dated or to unsubscribe, please contact our Privacy Officer either by email to privacy@thegoodguys.com.au or by post to The Good Guys, PO BOX 5190 South Melbourne VIC 3205.

Further terms and conditions

- 17. We reserve the right to change The Good Guys StoreCash Terms and Conditions of Use at any time. Changes to terms and conditions will be available in store or online at https://www.thegoodguys.com.au/nigella-lawson.
- 18. The Promoter reserves the right to request winners to sign a winner's deed of release or any other relevant forms or agreements that the Promoter deems necessary, to provide proof of identity, proof of age, proof of residency at the nominated prize delivery address and/or proof of entry validity (including phone bill) in order to claim a prize. Proof of identification, residency, age and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

- 19. The Promoter reserves the right to amend, cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affects the administration, security, fairness, integrity or proper conduct of this competition or if such a change is required to ensure the safety of the Promoter, its representatives and of entrants. Such changes may include the timing of any draw, the conduct of any prize related activities, and the timing or destination of any travel. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition.
- 20. This competition is in no way sponsored, endorsed, administered by, or associated with Facebook.

Copyright, Statutory guarantees, Waiver and liability

- 21. All entries and any copyright subsisting in the entries become and remain the property of the Promoter who may publish or cause to be published any of the entries received. In participating in the prizes, the winners agree to participate and co-operate as required in all editorial activities relating to the Competition, including but not limited to being interviewed and photographed. The winners agree to granting the Promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide, including online social networking sites, and the winners (and their companions) will not be entitled to any fee for such use.
- 22. Prize winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of that prize.
- 23. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ('Non-Excludable Guarantees').
- 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.