

Fantastic Noodles – “Win \$100 Every Hour” Promotion Terms and Conditions

Who is running the competition?	The Promoter is San Remo Macaroni Company (ABN 43 000 228 713), 4 Boden Crt, Windsor Gardens SA 5087.
When will the competition start and end?	The competition starts at 12.01am (AEDT) on 16/01/19 and ends at 11.59pm (AEDT) on 12/03/19 (Competition Period).
Who can enter?	Only Australian residents can enter. If you are under 18, you must get approval from your parent/guardian before you enter.
Who can't enter?	Directors, officers, management and employees of: (a) the Promoter; or (b) the agencies or companies associated with this competition, and their immediate families (i.e. mum, dad, sister, brother, step parents or siblings, niece, nephew and grandparents) including aunties, uncles and first cousins are unable to enter the competition.
Where will the competition run?	The competition will run in all stockists of the Qualifying Product/s (Stores) in all Australian states and territories, including online stores.
Do I need to buy anything to enter?	Yes. During the Competition Period, you need to buy one of the following products: (c) Fantastic Beef Cup Noodles 70g (d) Fantastic Chicken And Corn Cup Noodles 70g (e) Fantastic Chicken Cup Noodles 70g (f) Fantastic Chow Mein Chicken Cup Noodles 70g (g) Fantastic Crispy Bacon Cup Noodles 70g (h) Fantastic Oriental Cup Noodles 70g (i) Fantastic BBQ Beef Cup Noodles 70g (j) Fantastic Beef Bowl Noodles 85g (k) Fantastic Chicken Bowl Noodles 85g (l) Fantastic Oriental Bowl Noodles 85g (m) Fantastic Hearty Beef Bowl Noodles 105g (n) Fantastic Hearty Chicken Bowl Noodles 105g (o) Fantastic Beef Noodles 6x70g (p) Fantastic Chicken Noodles 6x70g (each, a Qualifying Product) from a Store and collect and retain your itemised purchase receipt.
Entry instructions	After you have purchased a Qualifying Product, you must during the Competition Period: (a) visit http://fantasticsnacks.com.au/win/ (Website); and

	<p>(b) fill out and submit the online entry form, including an uploaded image of the Qualifying Product receipt and all other requested information,</p> <p>to see if you have won an Instant Win Prize and to be entered into the next Prize Draw.</p> <p>Qualifying Product receipts must clearly identify the Store of purchase, the product purchased (which must be a Qualifying Product), and the date of purchase (which must be during the Competition Period before you submitted your entry).</p> <p>A receipt can only be used to submit one entry, regardless of how many Qualifying Products are shown/purchased on that receipt.</p> <p>The Promoter is not responsible if your mobile device/desktop is not sufficiently capable for the purpose of submitting a claim for this offer, including having the requisite photograph capability.</p>
How many winners will there be?	There will be a total of up to 1,794 winners determined in respect of this competition – up to 1,344 Instant Win Prize winners and 450 Draw Prize winners.
Instant Win Prize determination	<p>For each hour of each day of the Competition Period, a pre-determined “winning time” will be selected by a computerised random system at Prime Focus, Lvl 1, 500 Chapel St, VIC 3141 (Prime Focus). If a valid entry is received at that “winning time”, that entrant will win an Instant Win Prize.</p> <p>There will be a total of 1,344 “winning times”; one per hour of each day of the Competition Period. A maximum of one Instant Win Prize will be awarded in respect of each “winning time”.</p> <p>Instant winners will receive a return online message informing them that they are a provisional winner of an Instant Win Prize and details on how to claim it. Winners of Instant Win Prizes must claim their prize as instructed by 11.59pm (AEDT) on 19/03/19.</p> <p>Instant Win Prize winners will also be entered into the relevant next Prize Draw.</p>
Prize Draws	<p>There will be two Prize Draws conducted in respect of this competition:</p> <p>(a) Prize Draw 1: 12pm (AEDT) on 12/02/19 for all entries received between the start of the Competition Period until 11:59pm (AEDT) on 11/02/19.</p> <p>(b) Prize Draw 2: 12pm (AEDT) on 13/03/19 for all entries received between when entries close for Prize Draw 1 and the end of the Competition Period.</p> <p>Both Prize Draws will be held at Prime Focus. Prize Draw Prizes will be awarded in descending order of value to randomly drawn valid entrants.</p> <p>The Promoter may draw additional reserve entries in each Prize Draw and record them in order, in case a winning entry/entrant is deemed invalid, or a prize is unclaimed (Reserve Entrants).</p> <p>Entries received in respect of Prize Draw 1 will not roll over to Prize Draw 2.</p>
What can I win?	There are in total up to 1,794 prizes available in this competition – up to 1,344 Instant Win Prize winners and 450 Draw Prize

winners. 225 Draw Prizes will be awarded in each of the Prize Draws.		
Number	Details	Total
Instant Win Prize		
Up to 1,344	\$100 eftpos Cards	Up to \$134,400
Prize Draw 1 Prizes		
25	Fantastic Kettles valued at \$29.95 each	\$748.75
50	Fantastic Power Bank Chargers valued at \$14.95 each	\$747.50
25	Fantastic Back Packs valued at \$19.95 each	\$498.75
50	Fantastic Custom USB valued at \$11.95 each	\$597.50
50	Fantastic Custom Wireless Bluetooth Speaker valued at \$24.95 each	\$1,247.50
25	Fantastic Cotton T-Shirt valued at \$19.95 each	\$498.75
	TOTAL	\$4,338.75
Prize Draw 2 Prizes		
25	Fantastic Kettles valued at \$29.95 each	\$748.75
50	Fantastic Power Bank Chargers valued at \$14.95 each	\$747.50
25	Fantastic Back Packs valued at \$19.95 each	\$498.75
50	Fantastic Custom USB valued at \$11.95 each	\$597.50
50	Fantastic Custom Wireless Bluetooth Speaker valued at \$24.95 each	\$1,247.50
25	Fantastic Cotton T-Shirt valued at \$19.95 each	\$498.75
	TOTAL	\$4,338.75
	TOTAL PRIZE POOL	Up to \$143,077.50
See Prizes section below for further prize details. Prizes will be sent to each winner's address as specified in their online entry form within 20 days of a winner being verified.		
Total prize pool	The total prize pool is up to \$143,077.50.	
How many times can I enter?	There is no limit on the amount of times you can enter per day. Each entry must relate to a separate Qualifying Product and a separate receipt. A receipt can only be used to submit one entry,	

	regardless of how many Qualifying Products are shown/purchased on that receipt. Each entry must be submitted separately in accordance with these Terms and Conditions.
How and when will the Draw Prize winners be informed?	Winners will be informed in writing by email within 2 days of determination.
Must I keep anything to verify my entry?	Yes. You must keep the original itemised purchase receipt(s) for all entries as proof of purchase. If you don't produce the 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. Purchase receipt(s) must be identical to the image uploaded by you with your entry. If, in the Promoter's opinion, you have shared any receipt(s) with another person, your entries will be invalid and you will lose any right to a prize.
If I win a Draw Prize, when must I claim my prize?	Draw Prize winners must claim their prize by 11.59pm (AEST) on 19/06/19.
What if I don't claim my Draw Prize on time?	If a Draw Prize has not been accepted or claimed by 11.59pm (AEST) on 19/06/19 or if, after making all reasonable attempts, the Promoter can't contact a drawn winner (or a drawn winner does not contact the Promoter) by this time and date, the relevant entry will be discarded and the Promoter will re-award the relevant Draw Prize/s to Reserve Entrant/s and/or carry out an unclaimed prize draw at 12pm (AEST) on 21/06/19 at the same location as the original Prize Draws to distribute the relevant prize/s. Any such winner/s will be informed in writing by email within two days of determination.
Permit numbers	Authorised under ACT Permit No. TP18/01633, NSW Permit No. LTPS/18/27390 and SA Licence No. T18/1494.

- 1 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

- 2 Your entry must be received during the Competition Period. Your entry is deemed to be received only when received by the Promoter's database. If you return a Qualifying Product your entry may be deemed invalid at the Promoter's discretion (unless the product is defective). The Promoter is not liable for any problems with communications networks. You are responsible for your own costs associated with entering. If you enter using automatically generated entries or multiple aliases you may be disqualified.

Prizes

- 3 All prizes are subject to the relevant prize supplier's conditions, including the following conditions which apply to the eftpos Cards:
- (a) eftpos Cards are valid for use at any eftpos terminal in Australia and require activation before use;
 - (b) eftpos Cards require activation within three (3) months of dispatch as detailed in the instructions accompanying the eftpos Card;
 - (c) eftpos Cards expire within twelve (12) months of activation. After this date, they will not be available for use and will not be extended or replaced;

- (d) eftpos Cards are not transferable or exchangeable and cannot be redeemed as cash;
- (e) any ancillary costs associated with redeeming the eftpos Card are not included;
- (f) any unused balance on the eftpos Card will not be redeemed as cash. Redemption of the eftpos Cards is subject to any terms and conditions of the issuer including those specified on the eftpos Card; and
- (g) if for any reason a Claimant does not redeem the entire balance on the eftpos Card by its expiry, any remaining balance on the eftpos Card will be forfeited.

General

- 4 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.
- 5 If you or your entry are deemed by the Promoter to breach these Terms and Conditions, 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 satisfaction the validity of your entries (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.
- 6 You must not:
 - (a) tamper with 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.
- 7 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
- 8 The Promoter's decision in connection with all aspects of this competition is final.
- 9 Prizes cannot be transferred or exchanged nor redeemed for cash. 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.
- 10 Printing and other quality control errors outside the Promoter's control will not invalidate an otherwise valid Instant Win Prize claim. Every Instant Win Prize claim in excess of the advertised Instant Win Prize pool will be honoured, unless the claim is rejected due to fraud or ineligibility under these Terms and Conditions.
- 11 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, 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.
- 12 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

- 13 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 14 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, 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).
- 15 Without limiting the previous paragraph, 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 prizes. Prizes will only be delivered to addresses in Australia.
- 16 This competition is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. You provide your information to the Promoter and not to Facebook or Instagram. You completely release Facebook and Instagram from any and all liability.

Collection and use of your personal information

- 17 The Promoter may collect your personal information directly or through its agents or contractors. The Promoter will use your personal information to conduct the competition. The Promoter may disclose your personal information to its related companies, agents and contractors to assist in conducting this competition, communicating with you or storing data. This is unlikely to include disclosures to organisations outside Australia. If you have marked the "opt-in" box on the entry form, you consent to the Promoter keeping your personal information on its database to use for future marketing purposes, including contacting you by electronic messaging. By entering, you consent to receive email or SMS messages from the Promoter without any functional unsubscribe facility. The Promoter's Privacy Policy (see <http://fantasticsnacks.com.au/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
 - (b) how to complain about a privacy breach and how the Promoter will deal with such a complaint.