

Fantastic Noodles "Win \$100 Every 15 Mins" Promotion

Terms and Conditions

Promoter	San Remo Macaroni Company (ABN 43 000 228 713), 4 Boden Crt, Windsor Gardens SA 5087.
Competition Period	12.01am (AEDT) on 22/01/2020 to 11.59pm (AEDT) on 24/03/2020
Who can enter?	Only Australian residents. If you are under 18, you must get approval from your parent/guardian before you enter and if you will be under 18 on the date the prize is awarded, it will be awarded to your parent or guardian. By approving your participation or by accepting any prize on your behalf, your parent or guardian accepts these conditions.
Who can't enter?	Directors, officers, management and employees (and their immediate families) of: (a) the Promoter; and (b) the agencies, companies or participating premises associated with this 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.
Website	www.fantasticsnacks.com.au/win
Qualifying Purchase	Any of the following Fantastic products from a Store: <ul style="list-style-type: none"> • Fantastic Instant Bowl Beef 85g • Fantastic Instant Bowl Chicken 85g • Fantastic Instant Bowl Oriental 85g • Fantastic Instant Cup Beef 6x70g • Fantastic Instant Cup Chicken 6x70g • Fantastic Instant Cup Beef 70g • Fantastic Instant Cup Chicken 70g • Fantastic Instant Cup BBQ Beef 70g • Fantastic Instant Cup Chicken Chow Mein 70g • Fantastic Instant Cup Chicken Corn 70g • Fantastic Instant Cup Crispy Bacon 70g • Fantastic Instant Cup Oriental 70g • Fantastic Instant Cup Rice Noodles Beef Gluten Free 45g • Fantastic Instant Cup Rice Noodles Chicken Gluten Free 45g • Fantastic Instant Bowl Hearty Beef 105g • Fantastic Instant Bowl Hearty Chicken 105g • Fantastic Instant Bowl (Vegan) Vegetable Laksa 85g • Fantastic Instant Bowl (Vegan) Spicy Thai Curry 85g • Fantastic Instant Bowl (Vegan) Miso, Sesame and Soy 85 g
Entry instructions	To enter, you must, during the Competition Period after making a Qualifying Purchase from a Store and collecting your itemised purchase receipt: <ul style="list-style-type: none"> (a) visit the Website; and (b) locate the entry page and fill out and submit the online entry form, including by uploading an image of the Qualifying Purchase receipt and providing all other

	<p>requested information to see if you have provisionally won an Instant Win Prize and to be entered into the next Prize Draw.</p> <p>Your purchase receipt must clearly identify where the Qualifying Purchase was made, the product/s purchased (which must be a Qualifying Purchase) 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 Purchase products are shown on that receipt.</p> <p>The Promoter is not responsible if your mobile device/desktop is not sufficiently capable for the purpose of submitting an entry, including having the requisite photograph capability.</p>																								
How are instant win prize/s awarded?	<p>There are up to 6,048 Instant Win Prizes.</p> <p>Prizes will be awarded by the Promoter using a random computerised drawing system at Prime Focus, Level 1, 500 Chapel Street, South Yarra 3141.</p> <p>The drawing system will determine a winning time every 15 minutes within the Competition Period (each a "Winning Time"). The first valid entry received during that Winning Time will be the provisional winner. If no valid entry is received during that Winning Time, no prize will be awarded in respect of that 15 minute period of the Competition Period.</p> <p>There will be a total of 6,048 Winning Times; one per 15 minute period of each day of the Competition Period. A maximum of one instant prize will be awarded in respect of each Winning Time.</p> <p>You will get an on-screen message acknowledging your entry and informing you if you have provisionally won an Instant Win Prize and how to claim it. Winners must claim their prize as instructed by 11.59pm (AEDT) on 29/03/2020.</p>																								
How many Prize Draw winners will there be and how will they be chosen?	<p>There will be 500 Prize Draw winners determined in respect of this competition – 250 Draw Prizes will be awarded in each Prize Draw.</p> <p>There will be 2 draws conducted.</p> <p>Each Prize Draw will be held at Prime Focus as follows:</p> <p>Prize Draw 1: 12.00pm (AEDT) on 20/02/2020 for all entries received between the start of the Competition Period until 11:59pm (AEDT) on 19/02/2020.</p> <p>Prize Draw 2: 12.00pm (AEDT) on 27/03/20 for all entries received between when entries close for Prize Draw 1 and the end of the Competition Period.</p> <p>The first 250 valid entries drawn randomly in each draw from the entries received during the relevant draw period will win a Draw 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 a 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?	<p>There are up to 6,548 prizes available. 500 Draw Prizes and up to 6,048 Instant Win Prizes. 250 Draw Prizes will be awarded in each Prize Draw.</p> <table border="1"> <thead> <tr> <th>Number</th> <th>Details</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td colspan="3" style="text-align: center;">Instant Win prize</td> </tr> <tr> <td>Up to 6,048</td> <td>\$100 eftpos gift card</td> <td>\$604,800</td> </tr> <tr> <td colspan="3" style="text-align: center;">Prize Draw 1 prizes</td> </tr> <tr> <td>25</td> <td>Fantastic kettle (\$29.95)</td> <td>\$748.75</td> </tr> <tr> <td>25</td> <td>Cyberdyne Bluetooth headphones (\$79.00)</td> <td>\$1,975.00</td> </tr> <tr> <td>25</td> <td>Thongs (\$14.95)</td> <td>\$373.75</td> </tr> <tr> <td>25</td> <td>Socks (\$16.95)</td> <td>\$423.75</td> </tr> </tbody> </table>	Number	Details	Total	Instant Win prize			Up to 6,048	\$100 eftpos gift card	\$604,800	Prize Draw 1 prizes			25	Fantastic kettle (\$29.95)	\$748.75	25	Cyberdyne Bluetooth headphones (\$79.00)	\$1,975.00	25	Thongs (\$14.95)	\$373.75	25	Socks (\$16.95)	\$423.75
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	50	Fantastic Power Bank Chargers valued (\$14.95)	\$747.50
	50	Fantastic Custom USB (\$11.95)	\$597.50
	50	Fantastic Custom Wireless Bluetooth Speaker (\$24.95)	\$1,247.50
		TOTAL	\$6,113.75
		Prize Draw 2 prizes	
	25	Fantastic kettle (\$29.95)	\$748.75
	25	Cyberdyne Bluetooth headphones (\$79.00)	\$1,975.00
	25	Thongs (\$14.95)	\$373.75
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		TOTAL	\$6,113.75
		TOTAL PRIZE POOL	\$617,027.50
	<p>Prizes will be sent to each winner's address as specified in their online entry form.</p> <p>There is a limit of two Draw Prizes per person (except for SA residents).</p>		
Total prize pool	The total prize pool is up to \$617,027.50.		
How many times can I enter?	You can enter multiple times, provided you only enter once per Qualifying Purchase and per receipt. A receipt can only be used to submit one entry, regardless of how many Qualifying Purchase products are shown on that receipt. Each entry must be submitted separately in accordance with these Terms and Conditions.		
How and when will the winners be informed?	Winners will be notified in writing by email within two days of determination.		
Proof of purchase	<p>You must keep original itemised purchase receipt(s) as proof of purchase for all entries.</p> <p>If you don't produce the above 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.</p> <p>Proof of purchase must be identical to that provided by you with your entry.</p> <p>If, in the Promoter's opinion, you have shared any proof of purchase with another person, your entries will be invalid and you will lose any right to a prize.</p>		
Unclaimed Draw Prize/s	<p>Draw Prize claim date: 12.00pm (AEST) on 29/06/2020</p> <p>Unclaimed Draw Prize determination: 12.30pm (AEST) on 29/06/2020 at the same location as the original draw/s.</p> <p>If a Draw Prize has not been accepted or claimed by the Draw Prize claim date above or if, after making all reasonable attempts, the Promoter can't contact a winner (or a winner does not contact the Promoter) by the Draw Prize claim date above, the relevant entry/ies will be discarded and the Promoter will re-award the relevant prize/s to Reserve Entrant/s and/or carry out an unclaimed prize draw at the date, time and place stated above to randomly distribute the Draw Prize/s in descending order of value amongst valid entrants who (if possible) have not already won an unclaimed Draw Prize. Any winner/s will be informed in writing by email within two days of determination.</p>		
Collection and use of your personal information	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/s and image/s in any promotional or advertising activity.		

	<p>The Promoter may collect your personal information directly or through its agents or contractors, including Edge Loyalty Systems Pty Ltd (ABN 96 138 299 288, Privacy Policy: https://www.edgepri.com/en/privacy-policy/), and Village Roadshow Limited (ABN 43 010 672 054, Privacy Policy: http://villageroadshow.com.au/privacy-policy). The Promoter will use your personal information to conduct and manage 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 or to hold and use for fraud prevention purposes. This is unlikely to include disclosures to organisations outside Australia.</p> <p>By entering, 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.</p> <p>The Promoter's Privacy Policy (see http://fantasticsnacks.com.au/privacy-policy) includes information about:</p> <p>(a) how to seek access to the personal information the Promoter holds about you and seek correction of the information; and</p> <p>(b) how to complain about a privacy breach and how the Promoter will deal with such a complaint.</p>
Permit numbers	<p>Authorised under:</p> <p>ACT Permit No. TP19/04285</p> <p>SA Licence No. T19/1630</p> <p>NSW Permit No. LTPS/19/38467</p>

- 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 and will be deemed to be received only when received by the Promoter. Where relevant, submitted entry forms are the Promoter's property. If you return a Qualifying Purchase your entry may be deemed invalid at the Promoter's discretion (unless the product is defective). You will receive a return message confirming your entry and whether you are a provisional winner. 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 phone numbers/email addresses/addresses/aliases, you may be disqualified.

Prizes

- 3 Prize/s and all elements of prize/s must be taken as and when offered or will be forfeited, and if forfeited, the Promoter will not be liable. Prize/s are subject to any additional terms and conditions imposed by the relevant supplier or the Promoter.
- 4 If you are deemed a valid instant prize winner by the Promoter in its absolute discretion, you will receive an email confirming that you are a valid instant prize winner or whether further information is required to process your entry within 5 business days of entering.
- 5 All prizes are subject to the relevant prize supplier's conditions, including the following conditions which apply to the eftpos prepaid gift cards:
1. The eftpos® gift card can be used anywhere eftpos® is accepted. The eftpos® gift card cannot be used to withdraw cash. Some merchants may choose not to accept the eftpos® gift card.
 2. **The eftpos gift card must be activated within three (3) months from the date of the card issue date.** Claimants must refer to the instructions provided with the issuing letter to activate.
 3. To activate the card, claimants must go online to www.activatethecard.com.au. Claimants must enter their first name, last name, email address as the requested details.
 4. The eftpos® Gift card can be used from 12pm the next business day after the date of activation and is valid for twelve (12) months from the date of issue, after which time it will expire.

5. An eftpos® Gift Card is subject to the Issuer's eftpos® Gift Card Terms of Use available here https://activatethecard.com.au/documents/activatethecard_Terms.pdf (eftpos® Gift Card T&Cs)
6. The eftpos® gift card cannot be redeemed for cash, reloaded, returned for a refund, have their balances consolidated to a new gift card, or be replaced or extended after expiry (whether this means after the activation period expiry or 12 month expiry after the date of issue) or have their value replaced after expiry and are not legal tender, account cards, credit or debit cards or securities.
7. eftpos® gift cards will be deemed void if they are defaced, mutilated, altered or tampered with in any way.
8. A copy of Edge Loyalty's privacy policy can be obtained at <https://www.edgepri.com/home/privacy> and a copy of the Issuer's privacy policy can be obtained at <https://www.emlpayments.com/privacy#AUS>.
9. The eftpos® prepaid gift card is issued by EML Payment Solutions Limited ABN 30 131 436 532 AFSL 404131 and distributed by Edge Loyalty Systems ABN 96 138 299 288 of Level 1, 500 Chapel Street, South Yarra, VIC, 3141. The Promoter is San Remo Macaroni Company (ABN 43 000 228 713), 4 Boden Crt, Windsor Gardens SA 5087.

General

- 6 Any failure by you to comply with the conditions imposed by the prize supplier(s) may result in the prize being cancelled or withdrawn without liability for the Promoter or the prize supplier(s).
- 7 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.
- 8 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.
- 9 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
- 10 The Promoter's decision in connection with all aspects of this competition is final.
- 11 Prizes cannot be transferred or exchanged nor (except where cash is specified) redeemed for cash. Without limiting any other term of these Terms and Conditions, all prizes (and elements of prizes) must be taken as and when specified, or will be forfeited with no replacement. 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.
- 12 Where relevant for instant win promotions, printing and other quality control errors outside the Promoter's control will not invalidate an otherwise valid prize claim. Every instant win prize claim in excess of the advertised prize pool will be honoured, unless the claim is rejected due to fraud or ineligibility under these Terms and Conditions.
- 13 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.
- 14 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

- 15 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 16 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 (including allergies, skin conditions or other reactions, as relevant), 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).
- 17 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 prize/s, or for any damage that occurs to displayed prize/s (where relevant). Unless otherwise specified, prize/s will only be delivered to addresses in Australia.
- 18 This competition is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram and Twitter. You provide your information to the Promoter and not to any social media platform. You completely release any relevant social media platforms from any and all liability.