

TERMS & CONDITIONS

Promotion	Power Super Foods Golden Ticket Promotion
Promoter	Vitality Brands Worldwide Pty Ltd (ABN 98 100 896 651) of Level 2, 415 Riversdale Road, Hawthorn East, VIC 3123.
Promotion Period	Promotion Period commences: 09.00am AEST on 09/04/2018 Promotion Period concludes: 11.59pm AEST on 03/06/2018
Participating Outlets	Outlets participating in the Promotion are stockists of Participating Products located throughout Australia.
Eligible Entrants	<p>The Promotion is only open to individuals aged 18 years or older who are residents of Australia, excluding employees (and their immediate family) of the Promoter, its associated companies/subsidiaries, Participating Stores and agencies associated with this Promotion.</p> <p>“Employees” means any directors, management, employees, concessionaires, consultants, officers and contractors or other such people who perform work under the control of another in exchange for payment.</p> <p>“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 1st cousin.</p> <p>The Promoter is responsible for determining whether a person is an Eligible Entrant in its absolute discretion.</p>
How to Enter	<p>To enter and be eligible to win, an Eligible Entrant must:</p> <ol style="list-style-type: none"> (a) purchase a Participating Product (as defined below) from a Participating Outlet (“Qualifying Purchase”) and collect their purchase receipt; and (b) during the Promotion Period, visit PSFgoldenticket.com.au using a compatible browser and fully complete and submit the online entry form, providing all requested details, including but not limited to: <ol style="list-style-type: none"> i. any requested personal information (such as first name, last name, residential address, email address, phone number and age); ii. any requested information about their Qualifying Purchase; iii. the unique code featured inside the Promotion Sticker on their Participating Product purchased; and iv. their acceptance of these Terms and Conditions, (“Eligible Entry”).
Participating Products	<p>Products participating in this Promotion are any Power Super Foods product featuring a sticker referencing this Promotion (“Promotion Sticker”).</p> <p>The total number of Participating Products/Promotion Stickers available in the Promotion across the Participating Outlets is up to 100,000.</p>
Required Verification/Proof of Purchase	<p>Entrants must retain, and provide if requested by the Promoter:</p> <ol style="list-style-type: none"> (a) their original Promotion Sticker/s; <u>and</u> (b) a copy of their Qualifying Purchase receipt/s, <p>(together, their “Proof of Purchase”), corresponding to each entry they submit in the Promotion.</p> <p>A Qualifying Purchase receipt provided must clearly specify:</p> <ol style="list-style-type: none"> (a) the Participating Product/s purchased; (b) the Participating Store of purchase; (c) the purchase time/date (must be prior to submitting the Eligible Entry); (d) the transaction number; and (e) that payment for the Qualifying Purchase has been received in full. <p>If a Qualifying Purchase receipt is missing any of the above information or is illegible or indecipherable it will render the entry invalid.</p>

	<p>If requested by the Promoter, Eligible Entrants must produce, within the time requested by the Promoter in its absolute discretion, appropriate photo identification or other documentation required by the Promoter to verify their identity, age, eligibility to participate in the Promotion and claim a prize (if won) and compliance with these Terms and Conditions, and their Proof of Purchase corresponding to each entry submitted in the Promotion.</p> <p>If the items required by the Promoter are not received or an entrant has not been verified to the satisfaction of the Promoter within the time period required by the Promoter, the entry/entries submitted by the entrant will be deemed invalid.</p> <p>A prize will only be awarded following all validation and verification requirements of the Promoter being met to its satisfaction.</p> <p>It is the responsibility of the entrant to provide the required information.</p>
Golden Ticket Prize	<p>Upon submitting an Eligible Entry, the Eligible Entrant will be notified via on-screen notification whether or not they have instantly won the Golden Ticket Prize.</p> <p>There will be one (1) nominated time during the Promotion Period ("Winning Time"), randomly generated via an electronic draw system at Prime Focus, Level 1, 500 Chapel St, South Yarra, VIC 3141 ("Draw Location"). The first valid Eligible Entry received on or after the Winning Time will, subject to verification, win the Golden Ticket Prize.</p> <p>The Golden Ticket Prize is an Elements of Byron retreat for the winner and a nominated companion (aged 18 years or older), valued at up to \$4,000, including:</p> <ul style="list-style-type: none"> (a) an Elements of Byron retreat voucher, valued at up to \$3,000, valid for two (2) nights stay in the luxury villa at Elements of Byron (twin-share) including selected meals, selected spa treatments and access to resort activities, and return airport transfers via shuttle from Ballina airport to the accommodation (at set times only); and (b) return economy flights to Ballina airport from the Australian capital city airport closest to the winner's place of residence, valued at up to \$1,000 (unless Ballina airport is closer to the winner's place of residence than an Australian capital city airport, in which case flights will not be included in the Golden Ticket Prize and no cash or substitute prize element will be offered). <p>Golden Ticket Prize must be redeemed in full by 31/12/2018, otherwise forfeited. Black out periods apply, including but not limited to Australian school holiday periods. The Golden Ticket Prize winner is responsible for organising bookings before voucher expiry.</p> <p>The Elements of Byron retreat voucher will be sent to the Golden Ticket Prize winner. The Promoter will liaise with the Golden Ticket Prize winner to organise the flight component of their prize (if required).</p> <p>Both Golden Ticket Prize participants must be aged 18 years or older.</p> <p>Travel is subject to availability at all times and may be dependent on select seat class with airlines or specific room category availability with accommodation provider.</p> <p>All aspects of the Golden Ticket Prize (including travel and accommodation) are for two (2) people travelling together at all times.</p> <p>The Golden Ticket Prize must be taken as stated. The Golden Ticket Prize is non-transferable and cannot be exchanged for other travel, flights or accommodation at other destinations. All components of the Golden Ticket Prize must be taken together as a single trip. Once the Golden Ticket Prize is booked, no changes can be made. Frequent flyer points will not form part of the Golden Ticket Prize.</p> <p>Golden Ticket Prize participants must hold a valid credit card and present it on check in at the accommodation establishment, to cover any incidental charges.</p>

	<p>The Golden Ticket Prize does not (except as expressly stated otherwise in these Terms and Conditions) include:</p> <ul style="list-style-type: none"> (a) any transport between a traveller's residence and the departure airport (if applicable); (b) any overnight accommodation while travelling to the departure airport or destination (if applicable); (c) any other travel or accommodation; (d) meals, ground transportation and incidental expenses; (e) any incidental accommodation charges (such as mini-bar charges, telephone calls, in house movies, food and beverages); (f) any insurance (such as travel or health cover), however the Promoter requires the Golden Ticket Prize participants cover themselves with travel insurance valid for interstate travel (if applicable). Receipt of insurance for all persons travelling must be supplied to the Promoter prior to travel. Should the Golden Ticket Prize winner or their travelling companion fail to take out travel insurance, the Promoter will require them to sign a waiver prior to travel; (g) any other ancillary costs which may be incurred by those travelling. <p>Participation in the Golden Ticket Prize is subject to such other terms and conditions as may be imposed by those involved in providing other goods or services included in the Golden Ticket Prize ("Third Party Terms"). As a condition of accepting the Golden Ticket Prize, the winner and companion must sign any legal documentation as and in the form required by the Promoter and/or Golden Ticket Prize providers in their absolute discretion, including but not limited to a legal release and indemnity form.</p> <p>Golden Ticket Prize participants are responsible for compliance with all applicable Third-Party Terms and bear all risks associated with failure to comply with any of them. They will be required to maintain an acceptable standard of behaviour while a participant in the Golden Ticket Prize. The Promoter assumes no liability (and will provide no compensation) to a Golden Ticket Prize winner and/or nominated travel companion who, because of any failure to comply with any Third-Party Terms:</p> <ul style="list-style-type: none"> (a) is unable to participate in the Golden Ticket Prize (or any part of it); or (b) suffers any other loss or damage. <p>In the event that for any reason the Golden Ticket Prize winner or their nominated companion do not take all or an element of the Golden Ticket Prize at the time stipulated by the Promoter then the Golden Ticket Prize or that element of the Golden Ticket Prize will be forfeited by the Golden Ticket Prize winner and/or nominated companion and cash will not be supplied in lieu of the Golden Ticket Prize or that element of the Golden Ticket Prize.</p> <p>The Golden Ticket Prize cannot be sold, scalped, auctioned, raffled, pledged, or promoted as an incentive or reward by any third party as an inducement for any person or other entity to enter into any commercial or other arrangements with that third party. If the Golden Ticket Prize is obtained through any of these methods, it will not be honoured.</p>
<p>End of Promotion Prize Draw</p>	<p>A random electronic prize draw will be conducted from all Eligible Entries received in the Promotion by a representative of the Promoter at the Draw Location at 12 noon AEST on 05/06/2018 ("Prize Draw").</p> <p>The Promoter may draw reserve entries in the Prize Draw and record them in order to use in the instance an invalid entry or ineligible entrant is drawn, or a prize is not claimed in accordance with these Terms and Conditions ("Reserve Entries").</p> <p>The first Eligible Entrant with a valid Eligible Entry drawn in the Prize Draw will win a \$500 donation to the charity of their choice (subject to approval by the Promoter in its absolute discretion) and a Power Super Foods pack (contents determined by the Promoter in its absolute discretion) valued at up to \$500 ("Secondary Prize"). The Secondary Prize winner must communicate their choice of charity to the Promoter within two (2) weeks of notification. The Power Super Foods pack will be delivered via courier to the preferred Australian address as confirmed by the Secondary Prize</p>

	<p>winner within one (1) month of confirmation.</p> <p>The next five (5) Eligible Entrants with a valid Eligible Entry drawn in the Prize Draw will each win a Power Super Foods pack (contents determined by the Promoter in its absolute discretion) valued at up to \$250 ("Tertiary Prize"). Each Power Super Foods pack will be delivered via courier to the preferred Australian address as confirmed by each Tertiary Prize winner within one (1) month of confirmation.</p>
Prize Pool	The total values of all prizes available to be won in the Promotion is up to \$6,250.
Notification of Golden Ticket & Prize Draw Winners	Prize winners will be notified in writing and by phone, and will also be advertised on www.powersuperfoods.com.au and Instagram (@powersuperfoods) from 28/06/2018. The Promoter may also feature winners on its social media channels.
Re-Draw (If Any)	If a prize is won by an Eligible Entrant and they do not claim their prize or the prize is returned to the Promoter by 11.00am AEST on 05/09/2018, a winner will be determined from the Reserve Entries. If there are no available Reserve Entries, a random electronic re-draw will be conducted at 12 noon AEST on that date at the Draw Location by a representative of the Promoter from all remaining entries received in the Promotion, subject to any directions from the relevant gaming authorities.
Notification of Re-Draw Winner/s (If Any)	Re-Draw winner/s (if any) will be notified in writing and by phone, and will also be advertised on www.powersuperfoods.com.au and Instagram (@powersuperfoods) from 27/09/2018.
Entry Limits	A limit of one (1) entry may be submitted per Promotion Sticker/per Participating Product purchased in a Qualifying Purchase.
Prize Limit	Eligible Entrants can win a limit of one (1) prize per person in the Promotion, excluding residents of South Australia.
Permit Numbers	NSW LTPS/18/21506, SA T18/134 & ACT TP 18/00172.

GENERAL CONDITIONS

1. Details above and the following clauses collectively form the terms and conditions of this Promotion ("Terms and Conditions").
2. Each entrant is responsible for ensuring his or her familiarity with these Terms and Conditions at the time of participation. Participation in this Promotion is deemed acceptance of these Terms and Conditions. **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.**
3. **The Promoter's decision in relation to any aspect of these Terms and Conditions and the Promotion is final and binding on every person who participates.** No correspondence will be entered into.
4. Any values stated in these Terms and Conditions are in AUD/RRP/including GST.
5. If more than one person attempts to claim a prize, the Promoter has sole and absolute discretion to determine which of those persons the winning entrant is.
6. Entrants can only participate in the Promotion in their own name. Entrants who enter using multiple aliases (e.g. multiple names, addresses and/or email addresses) will be disqualified.
7. 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.** Payment of the prize value to the Promoter may be required by the Promoter if this occurs.

8. Incomplete, indecipherable or incorrect entries will be deemed invalid. Entrants are responsible for ensuring their correct personal details are provided and any updated details are notified to the Promoter. The Promoter accepts no responsibility should an entrant fail to receive their prize because of a failure to notify the Promoter of correct details or of a change to their details, or for providing invalid information.
9. Entries are deemed to be received at the time of receipt into the Promoter's database, not time of transmission by the entrant.
10. The Promoter does not warrant that the entry mechanism will be available/Participating Stores will be open at all times during the Promotion.
11. **The Promoter is not responsible for any undelivered emails due to an entrant's spam filters or email settings.**
12. The Promoter shall not be liable for a prize being lost, stolen, damaged or tampered with in any way before it reaches an entrant or after it has been released to an entrant.
13. Any costs associated with accessing the Promotion website **are the entrant's responsibility and** are dependent on the internet service provider used. Eligible Entrants must submit their entries manually using a compatible internet browser. The use of any automated software or any other mechanical or electronic means that allows an entrant to automatically submit entries in the Promotion repeatedly is prohibited and will render all entries submitted using such means invalid.
14. The Promoter may, in its sole discretion, declare any entry or entrant invalid 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.
15. 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 Promotion, as appropriate, subject to any directions from any relevant authority.
16. **As a condition of claiming a prize, an entrant 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 supplier in their absolute discretion including but not limited to a legal release and indemnity form.
17. The Promoter may communicate or advertise this Promotion via Facebook. However, the Promotion 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.
18. Prizes must be taken as offered and may not be varied. Prizes are not transferable, exchangeable or redeemable for cash. If a prize (or prize component) is unavailable for any reason, the Promoter reserves the right to substitute another prize (or prize component) of equal or greater value for that prize (unless otherwise stated in these Terms and Conditions), subject to any directions from the relevant gaming authorities.
19. 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** 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/implications incurred by an entrant; or (f) use of a prize.

20. The:
- (a) Promoter, the Promoter's related entities and all agencies associated with the Promotion; and
 - (b) the employees, agents, directors and contractors, of all entities referred to in this clause,
- shall not be liable for any loss or entry, action, demand, liability, damage, cost, expense or personal injury whatsoever (including but not limited to any direct, indirect or consequential loss), incurred, suffered or sustained by any person or entity (without limitation) regarding, or arising from, the Promotion or acceptance of a prize, except that which cannot be excluded by law (in which case that liability is limited to the maximum extent allowable by law).
21. Entrants must, at the Promoter's request, participate in any Promotion activity (such as publicity and photography) relating to winning a prize in the Promotion, free of charge, and they consent to the Promoter using their name and image in any future promotional material.
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.

PERSONAL INFORMATION

23. Immediately upon submission by an entrant, their entry becomes the sole property of the Promoter.
24. **All information entrants provide ("Personal Information") will be used by the Promoter for the purpose of administering this Promotion and awarding the prizes.**
25. The Promoter may disclose entrants' Personal Information to its contractors and agents to assist in conducting this Promotion and as required, to regulatory authorities.

OPTING-IN TO HEAR FROM THE PROMOTER

26. Should an entrant consent to receiving future information from the Promoter via placing a tick in **the 'opt in' box featured on the Promotion entry site, information provided by the entrant may be** entered into a database and used by the Promoter, the Promoter's related entities and agencies engaged by the Promoter, for the Promoter's current and future promotional and marketing purposes without further reference or compensation to them. Should an entrant who elects to opt in wish to opt out or access or update their information held by the Promoter at any time, they can contact the Promoter via email to davina.chan@vitalitybrands.com
27. The Promoter's privacy policy can be found at – <http://vitalitybrands.com/privacy-policy.html>
The privacy policy contains information on how Personal Information will be handled.
28. The Promoter is bound by all applicable privacy laws.