

“VAALIA INSTANT ITUNES GIFT CARD” PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter, the Prizes and Gifts form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The promoter is Parmalat Australia Pty Ltd (ABN 56 072 928 879) of 35 Boundary St South Brisbane, Qld 4101 telephone 1800 676 961 (“**Promoter**”).
3. Entry is only open to Australian residents (excluding NT and TAS) aged 18 years or over.
4. Employees (and their immediate families) of the Promoter, Participating Stores 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 1st cousin.
5. Promotion commences at 12am AEDST on 15/01/18 and ends at 11:59pm AEDST on 23/02/18 (“**Promotional Period**”).
6. To enter, individuals must complete the following steps during the Promotional Period:
 - a. Buy at least \$10 worth of Vaalia Kids products in one (1) transaction at a Participating Store (“**Qualifying Transaction**”). Upon making their Qualifying Transaction, individuals will be given a receipt (“**Purchase Receipt**”), which contains proof of purchase and a unique code for that store and transaction.
 - b. Visit www.vaalia.com.au/promotions, follow the prompts to input the requested details into the online entry form (including their full name, valid email address, telephone number, upload the Purchase Receipt and the barcodes from the Vaalia Kids products purchased in the Qualifying Transaction), and submit the fully completed entry form.

Entries and Purchase Receipts will be verified before any Gifts or Prizes are distributed.

A “**Participating Store**” means any IGA, Supa IGA, Foodworks or Foodland store in Australia (excluding NT and TAS) that displays advertising material for this promotion.

7. Entrants must retain their original purchase receipt(s) and product barcode(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, that at least \$10 was spent on Vaalia Kids products and that the purchase was made during the Promotional Period but prior to entry.
8. Entries must be received by the Promoter during the Promotion Period. Entries are deemed to have been received at the time of receipt into the promotion database and not at the time of transmission by the entrant.

9. 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.
10. Incomplete or indecipherable entries will be deemed invalid.
11. Multiple entries are permitted subject to the following:
 - a. Only one (1) entry is permitted per Qualifying Transaction (regardless of the amount spend on Vaalia Kids products in excess of \$10 in that transaction);
 - b. Each entry must be submitted separately and in accordance with these Terms and Conditions; and
 - c. A maximum of three (3) entries are permitted per person per day.
12. 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.
13. The first five thousand (5,000) valid entries received will each receive the gift ("**Gift**") of a \$5 Apple iTunes e-voucher. Gift recipients will be notified via email and phone within two (2) business days once their entry has been submitted in accordance with clause 6 above. For the removal of doubt, all valid entries received (regardless of whether or not they receive a Gift) will be automatically placed in the Prize draw, and the unclaimed prize draw if required.
14. Any ancillary costs associated with redeeming the e-voucher are not included. Any unused balance of the e-voucher will not be awarded as cash. Redemption of the e-voucher is subject to any terms and conditions of the issuer including those specified on the e-voucher.
15. The Prize draw will take place at PrimeFocus Level 1, 500 Chapel Street, South Yarra, VIC 3141 on Monday 5th March 2018 at 11:00am AEDST. The Promoter may draw additional reserve entries in case of an invalid entry or ineligible entrant is drawn. The Promoter's decision is final and no correspondence will be entered into.
16. The first ten (10) valid entries drawn will each win the prize ("**Prize**") of an Apple iPad mini 4 (128GB WiFi only) valued at \$579 each.
17. Prize winners will be notified via phone and email within two (2) business days of the draw and their names will be published at www.vaalia.com.au from Monday 19th March 2018
18. The total prize pool is \$30,790.00 including GST.
19. 'iTunes' and 'iPad' are trade marks of Apple Inc, registered in the U.S. and other countries. Apple is not a sponsor of nor participant in this promotion.

20. Subject to the unclaimed prize draw clause, if for any reason a winner does not take / redeem a Prize or Gift by the time stipulated by the Promoter, then the Prize or Gift will be forfeited.
21. If any Prize or Gift is unavailable for any reason, the Promoter reserves the right to substitute the Prize or Gift with a prize or gift to equal or greater value and/or specification, subject to any written directions from a regulatory authority.
22. The Prizes and Gifts are not transferable or exchangeable and cannot be taken as cash.
23. A draw for any unclaimed Prizes may take place on Monday 11th June 2018 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified in writing within two (2) business days of the draw and their names will be published at www.vaalia.com.au from Wednesday 27th June 2018.
24. 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.
25. 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.
26. Any cost associated with accessing the promotion website is the entrant's responsibility and is dependent on the Internet service provider used.
27. The Promoter assumes no responsibility for:
 - a. any error, omission, interruption, or delay in the operation or transmission of any communication sent to (or by) the Promoter or any entrant whether caused by problems with communication networks or lines, computer systems, software or internet service providers, congestion on any carrier network or otherwise;
 - b. any theft, destruction or unauthorised access to, or alteration of such communications;
 - c. any problem with, or technical malfunction of, any computer system or other equipment used for the conduct of the Competition;
 - d. any incorrect or incomplete information which may be communicated in the course of the administering this Competition (whether as a result of one of the foregoing causes or otherwise); or
 - e. any delay in delivery (when not directly caused by the Promoter or its supplier), or failure of safe delivery of a Prize or Gift.

28. 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 State 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.
29. 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, Prize or Gift 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 or Gift value to that stated in these Terms and Conditions;
or
 - e. taking and/or use of a Prize or Gift.
30. Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any loss or damage or third party claims in relation to breach of these terms.
31. As a condition of accepting the Prize, the winner must sign any legal documentation as and in the form required by the Promoter and prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
32. The Promoter accepts no responsibility for any taxation implications that may arise from winning of a Prize or Gift. Independent financial advice should be sought.
33. 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 www.parmalat.com.au/privacy-policy/ . 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.