

Promotion Terms and Conditions – Game of Chance

Terms defined in this table are referenced throughout the operative terms and conditions below and carry the same meaning as in this table.

| Word | Description/Meaning |
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| Promoter | Flavour Creations Pty Ltd |
| Address | 26-32 Murdoch Circuit, Acacia Ridge Qld 4110 |
| ABN | 73 078 198 320 |
| Telephone/Fax | 07 3373 3000 |
| Competition Details | |
| Competition | AdVital Be Completely You Competition 2022 |
| Versions of This Competition | Website and Flavour Creations Exhibitor Stand at Dietitians Australia Conference 2022 |
| Competition Website | www.flavourcreations.com.au/win-advital |
| Competition Start Date and Time | 14 August 2022 at 12pm AEST |
| Competition End Date and Time | 16 August 2022 at 11.59 pm AEST |
| Entry Details | |
| Eligible Entrants | Australian permanent residents aged 18 years and over who submit an entry in accordance with these Details of Participation. |
| Number of Allowable Entries | Only one competition entry is permitted per person per prize draw. Winner of the Minor Prize are ineligible to win subsequent Major Prize draw. |
| Eligible Entry | An entry form completed in full (all required fields) online via www.flavourcreations.com.au/win-advital or in writing at the Promoter's exhibitor stand at Dietitians Australia 2022. |
| Prize Details | |
| Total Prize Retail Value | AU\$2,335 |
| Prizes | <p>1 x Major Prize valued at AUD \$2,164</p> <ul style="list-style-type: none"> AdVital Sample Pack valued at \$164 Mentoring package with Dr Liz Isenring, including three (3) 60-minute mentoring sessions valued at \$2,000. <p>1 x Minor Prize valued at AUD \$164</p> <ul style="list-style-type: none"> AdVital Sample Pack valued at \$164 <p>AdVital Sample Pack, includes: 1 x AdVital Powder Neutral 700g can; 1 x AdVital Mousse Chocolate, 12 Pack; 1 x AdVital Smooth Fruits, 12 Pack; 10 x AdVital Powder Neutral 25g Sachet and 1 x AdVital Shaker</p> |
| Date and Time of Prize Draws | Prize Draw will occur at 10am AEST on 18 August 2022. |

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| Entry Start Date and Time | Entries commence from 12pm AEST on 14 August 2022 |
| Entry Close Date and Time | Entries close at 11.59pm AEST on 16 August 2022. |
| Date and Time of Prize Redraw (if applicable) | N/A |
| Location of Prize Draw | Flavour Creations 17 Curson Street, Tennyson Qld 4105 |
| Method of Prize Draw | Electronic. Prize winners will be chosen at random. |
| Prize Winner Notification and Publication Dates and Method | Winners will be notified via phone and email on 18 August 2022. The winners' names will also be published on FlavourCreations.com.au |
| Prize Conditions | |
| Time for Redemption | Within 7 days from relevant Prize Draw |
| Non-Cash Prize | A prize in any form except that of currency authorised as a medium of exchange by the laws of Australia or any other country. |
| Costs in Excess of the Prize | The amount by which the Prize Value is exceeded. |
| Time Limits | Mentoring package is valid for 6 months from the Date of Prize Draw. |
| Individual Terms and Conditions | <ol style="list-style-type: none"> 1.1. An entry form completed in full (all required fields) online via www.flavourcreations.com.au, or in writing at the Promoter's exhibitor stand. 1.2. Prize is non-transferable and cash will not be awarded in lieu of the prize. 1.3. Cancellations and amendments to mentoring package will incur a fee and are to be paid in cash. 1.4. If for any reason a winner cannot accept the prize in accordance with these Details of Participation or does not take an element of the prize during the stated period, and on the conditions stipulated by the Promoter or any third parties, the relevant component of the prize will be forfeited and cash will not be awarded in lieu of the prize. 1.5. Winners will assume all responsibility and costs for all amounts that may become payable in excess of the amount awarded that may be payable on the prize or use of the prize. |

Operative Terms and Conditions

1. General

- 1.1. Information on how to enter the *Competition* forms part of these Details of Participation and entry is deemed as acceptance of them.
- 1.2. No purchase necessary to enter contest or redeem prizes.
- 1.3. Entries not received by *Competition End Date and Time* or not completed in accordance with these Details of Participation will not be eligible to win.

2. Prize Terms

- 2.1. *Prize* awarded on *Date and Time of Prize Draw*.
- 2.2. Winner to receive *Prize* as at the *Total Prize Retail Value* described in table above.
- 2.3. If for any reason the *Prize* is not available, the *Promoter* reserves the right to substitute another item for the *Prize*, in its sole discretion, of equal or higher value, subject to Regulatory Authority approval.
- 2.4. *Total Prize Retail Value* is correct at time of publication.

3. Entry Terms

- 3.1. Contest is open to *Eligible Entrants* only.
- 3.2. *Eligible Entrants* must comply with the *Number of Allowable Entries*.
- 3.3. In order to determine if entrants have exceeded the Number of Allowable Entries, the *Promoter* will consider the information held in the *Promoter's* database including: i) Name; ii. Residential address; iii. Email address; iv. Phone contact details; v. Business Name and vi. Profession Where any matches in details indicate that an entrant has exceeded the Number of Allowable Entries to the Competition in the opinion of the *Promoter*, the first listed eligible entry will be accepted and all subsequent entries will be removed.
- 3.4. Employees and/or associates of the *Promoter*, are not eligible to win.
- 3.5. Use of the promotional material or any other information connected to the *Competition* and/or the *Promoter* without prior written consent of the *Promoter* constitutes illegal use.

4. Prize Conditions

- 4.1. Where a *Non-Cash Prize* is awardable, the prize (in whole or in part) is not transferrable or exchangeable and cannot be taken as cash unless otherwise stated.
- 4.2. Where a cash prize is awardable, the prize (in whole or in part) is not transferrable or exchangeable unless stated otherwise.
- 4.3. Neither the *Promoter* nor any of their agencies or affiliates accepts any responsibility or liability for:
 - (a) the winner's failure to redeem the *Prize* within the *Time for Redemption* and/or in accordance with these Details of Participation; or
 - (b) the winner's failure to use the *Prize* within relevant *Time Limits*; or
 - (c) any damages/injury, loss however described arising out of the winners (and their friends where applicable) use or failure to use the *Prize*.If a winner fails to redeem or use their *Prize* within these Details of Participation, the *Prize* will be forfeited subject to the guidelines of the gaming authorities in each State or Territory where relevant.
- 4.4. The Winner will assume all responsibility for *Costs in Excess of the Prize*.
- 4.5. Successful redemption of all prizes (both cash and Non-Cash Prizes) will be subject to *Individual Terms and Conditions* that may be imposed either by the *Promoter* or third parties.
- 4.6. Prize winners are guaranteed to be drawn randomly from all *Versions of this Competition*.
- 4.7. Odds of winning are based on the actual number of entries received.
- 4.8. Entries not received by the *Promoter* by the *Competition End Date and Time* are ineligible to win the *Prize* and will not be included in the draw.
- 4.9. Where express consent has not been given in regard to clauses 7.1, 7.2 and 8.1 of the Details of Participation, the entrant will not be included in the *Competition*.
- 4.10. If there is a dispute as to the identity of an entrant, the *Promoter* reserves the right, in its sole discretion, to determine the identity of the entrant through various methods that may be legally available to the *Promoter*.
- 4.11. Neither the *Promoter*, nor any of their agencies/ affiliates is responsible for negligence arising in any manner, lost, late, damaged, misdirected, incomplete or ineligible entries.
- 4.12. Draws and re-draws will be conducted at the *Location of Prize Draw*.
- 4.13. The *Promoter's* decision is final and no correspondence will be entered into.

- 4.14. If a draw date falls on non-business day, the draw will take place on the next business day.
- 4.15. If the prize is not claimed within 7 days of the winner being notified an unclaimed prize draw will be conducted at the *Date and Time of Prize Redraw* (as applicable).
- 4.16. If there are no eligible entries, no draw will be conducted and no Prize will be awarded, subject to the directions of guidelines in States/Territories as applicable.

5. Notification

- 5.1. Winner(s) will be notified using the contact details provided in their *Eligible Entry*.
- 5.2. Publication of Winner(s) will occur as per *Prize Publication Method* on the *Prize Publication Date*.
- 5.3. Publication of Winner(s) of redraws (as applicable) will occur as per *Prize Publication Method* on the *Prize Redraw Publication Date*.

6. Promotion

- 6.1. By entering, the prize winner agrees to the use of entry answer, pictures, names and/or statements for future promotional purposes without further payment or consideration.
- 6.2. By entering this promotion, unless otherwise advised, each entrant also agrees that the *Promoter* may use this information or disclose it to other organisations that may use it, in any media for future promotional, marketing and publicity purposes without any further reference, payment or other compensation to the entrant.

7. Important Information

- 7.1. It is a condition of entry that each entrant must check the consent box. If the entrant has not given express consent to be contacted or retracts their express consent during the competition period, they will be taken out of the competition.
- 7.2. By checking the consent box, entrants are confirming that they authorise the *Promoter* to use their contact details (residential and electronic messaging) and telephone number(s) (work, mobile and home/private) provided in this entry form for sales and marketing purposes, for an indefinite period, or until they opt out.
- 7.3. To retract your express consent from Flavour Creations contact Customer Hub on 07 3373 3000.
- 7.4. Entrants may be contacted by phone, mail or electronic messaging for the purpose of promoting the *Promoter*, partner or supporting merchant's various products and services.
- 7.5. The *Promoter* reserves the right to request verification of age, identity, contact details of entrants and any other information relevant to entry into or participation in this promotion. Verification is at the discretion of the *Promoter*, whose decision is final.
- 7.6. By entering this competition the entrant expressly consents to the *Promoter* forwarding their personal information overseas to jurisdictions such as the United States of America, the Philippines, India or South Africa.
- 7.7. Information/ data provided and/or used as part of competition entry that contains personal information of third parties such as phone numbers, mail or email addresses, or that contains material which is unlawful, or makes reference to illegal activities, or that is offensive, abusive, obscene, defamatory, threatening, indecent or which is sexual or pornographic in nature, that vilifies, insults or humiliates any person, (whether fictional alive or dead) or which highlights, addresses or attacks any person on the basis of race, religion, ethnicity, gender, age, sexual orientation or any physical or mental disability, or that contains profanity or spiteful remarks, or material that is commercial in nature, (this may include but is not limited to materials which advertise or promote any goods or services, websites, competitions, schemes or any other matter), or that contains false, misleading or deceptive information, misinformation or rumour, or that you do not have a right to post because of any law or arising out of a contractual obligation, or that contains viruses, or other malicious code, files or programs designed to interrupt, limit or destroy the functionality of other computer software or hardware will be removed from competition, and the entrant will be deemed ineligible to enter the competition or receive any *Prize*.
- 7.8. The *Promoter* assumes no responsibility for any failure to receive an entry or for inaccurate information or any loss, damage or injury as a result of technical or telecommunications problems, including security breaches even to the extent that such failure, loss, damage or injury may be caused by the negligence of the *Promoter*. If such problems arise, then the *Promoter* may (where necessary) modify, cancel, terminate or suspend the promotion, subject to directions from a regulatory authority.
- 7.9. The *Promoter* reserves the right to block, prohibit or withdraw entries where that entry impairs the proper operation of the competition and/or the *Promoter's* business, including automated entry systems and/or services.

8. Privacy Policy

- 8.1. Our Privacy Policy is available at www.flavourcreations.com.au or by sending a request to Customer Hub at Flavour Creations, 26-32 Murdoch Circuit, Acacia Ridge QLD 4110