

“BONNE MAMAN & FROMAGER D’AFFINOIS” PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The Promoters are Andros Barker’s Australia Pty Ltd (ABN 74 090 731 427) of 231-233 Park St, South Melbourne VIC 3205 (Ph: 03 8849 9762) and Calendar Cheese Company ABN 68 070 470 870, Level 2, 262 Lorimer Street, Port Melbourne, 3207. (“**Promoter**”).

DURATION OF COMPETITION:

3. Entries into the promotion open at 12:01am AEDST on 03/11/21 and close at 11:59pm AEDST on 14/12/21 (“**Promotional Period**”).

HOW TO ENTER

4. To be eligible to enter, individuals must purchase, in a single transaction, any Eligible Product from category A AND from category B (defined below) at any Participating Store (defined below) in Tasmania during the Promotional Period (“**Qualifying Transaction**”).

5. An “**Eligible Product**” means any of the following:

Category A:

- Fromager d’Affinois Le Fromager;
- Fromager d’Affinois Bleu;
- Fromager d’Affinois Petit d’Affinois;
- Fromager d’Affinois Le Campagnier;
- Fromager d’Affinois Excellence;
- Fromager d’Affinois Truffles;
- Fromager d’Affinois Bûche d’Affinois;
- Fromager d’Affinois Ail et Fines herbes (Garlic and Herbs);
- Fromager d’Affinois Florette;
- Fromager d’Affinois Brebicet;
- Fromager d’Affinois Red Chili Pepper;

Category B:

- Bonne Maman Blackberry Conserve;
- Bonne Maman Caramel Spread;
- Bonne Maman Chestnut Cream;
- Bonne Maman Damson Plum Conserve;
- Bonne Maman Orange Marmalade;
- Bonne Maman Quince Jelly;
- Bonne Maman Raspberry Conserve;
- Bonne Maman Redcurrent Jelly;
- Bonne Maman Strawberry Conserve;
- Bonne Maman Apricot Conserve;
- Bonne Maman Blackcurrant Conserve;
- Bonne Maman Pineapple Passion Conserve;
- Bonne Maman Rhubarb Strawberry Conserve;
- Bonne Maman Blueberry Conserve;

- Bonne Maman Cherry Conserve;
- Bonne Maman Intense Apricot Spread;
- Bonne Maman Intense Orange Spread;
- Bonne Maman Intense Raspberry Spread;
- Bonne Maman Intense Strawberry Spread; and
- Bonne Maman Fig Conserve.

6. A “**Participating Store**” means any of the following retailers:

- Hill Street Grocer Sandy Bay;
- Hill Street Grocer West Hobart;
- Hill Street Grocer South Hobart
- Hill Street Grocer Latrobe;
- Hill Street Grocer Devonport;
- Hill Street Grocer Blackmans Bay;
- Hill Street Grocer New Town;
- Hill Street Grocer Longford;
- Hill Street Grocer Lauderdale; and
- Hill Street Grocer Dodges Ferry.

7. To enter, after completing a Qualifying Transaction, individuals must complete the following steps during the Promotional Period:

1. visit <https://hillstreetgrocer.com/win-a-weekend-away>;
2. follow the prompts to the promotion entry page;
3. input the requested details including first name, last name, contact phone number, email address, residential address and Participating Store where Qualifying Transaction was made; and then
4. submit the fully completed entry form.

In the event a purchase receipt is not automatically provided to the individual at the time of making their Qualifying Transaction, it is the individual’s responsibility to request such material.

8. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per Qualifying Transaction; and (b) each entry must be submitted separately and in accordance with the above entry requirements. For the avoidance of doubt, if multiple Eligible Products are purchased in a single Qualifying Transaction, the entrant is only entitled to one (1) entry for that Qualifying Transaction.

9. Entrants must retain their original purchase receipt(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 and that the purchase was made during the Promotional Period but prior to entry.

10. 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.

11. Incomplete or indecipherable entries will be deemed invalid.
12. Entry is only open to TAS residents. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion.
13. Employees (and their immediate families) of the Promoter, Participating Stores (defined below) 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.
14. This promotion is not sponsored, endorsed or administered by, or associated with Facebook, Instagram or any other social media used throughout the competition. Except for any liability that cannot by law be excluded, including the Promoter's liability in relation to the consumer guarantees under the Australian Consumer Law, the Promoter and any associated agencies, related companies, employees and contractors shall not be responsible or liable for any financial costs, misadventure, tax implications, accident, injury, damage, death, loss, claim or expense that may occur to the entrant or any persons related, as a result of the competition or in any connection with an entrant's entry into the competition and/or in connection with any element of the prize.

WINNER NOTIFICATION

15. 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.

The draw will take place at Andros Barker's, 231-233 Park St, South Melbourne VIC 3205 on 16/12/2021 at 12:00PM AEDST. The Promoters may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. Winner will be notified by email within two (2) business days of the draw.

16. All reasonable attempts will be made to contact each winner.
17. In the event that, for any reason, a winner does not (or is unable to) redeem an element of the prize by then the prize will be forfeited by the winner and no substitute or cash will be awarded in lieu of that element of the prize.
18. The Promoter's decision is final and no correspondence will be entered into.

PRIZE

19. The first valid entry drawn will each win a two (2) night stay at 'Bruny Island Boathouse' suitable to accommodate up to four (4) people valued at \$1,130 ("**Major Prize**").

20. Winner must redeem Major Prize and stay in accommodation either on 4/02/22 to 6/02/22 (inclusive) OR 18/02/22 to 20/02/22 (inclusive).
21. The next two (2) valid entries drawn will each win a prize pack valued at \$184.80 ("**Minor Prize**"). Each Minor Prize includes:
 - 24 x Bonne Maman Conserves; and
 - a Fromager d’Affinois picnic box.
22. Total prize pool value is \$1,499.60.

PRIZE CONDITIONS

23. If, for any reason, a winner does not use or redeem a prize at the time stipulated by the Promoter, then the prize will be forfeited.
24. Major Prize does not include any cost or expense associated with redeeming the Prize, including but not limited to travel costs, flights, meals, items of a personal nature, in-room charges or any other ancillary costs. Major Prize winner may be required to present their credit card at time of accommodation check in. Major Prize is subject to the terms and conditions of individual service providers.
25. If a prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
26. In the event of war, terrorism, state of emergency, pandemic or any other kind of disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend, substitute or modify a prize, subject to any written directions from a relevant regulatory authority.
27. Prizes, or any unused portion, are not transferable and cannot be taken as cash or re-sold unless expressly stated by the Promoter.
28. Each prize will be awarded to the person named in the winning entry and any entry that is made on behalf of an entrant or by a third party will be invalid. The Promoter reserves the right to determine the identity of the entrant or winner at their discretion, if there is any dispute as to the identity of an entrant or winner.
29. If a winner of a prize is under the age of 18 years, the Prize will be awarded to the winner's nominated parent or guardian on the winner's behalf.
30. 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 Promoters.
31. 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, pandemic, 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.

32. 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 States 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.
33. 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 or prize 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 value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of a prize.

PRIVACY

34. By entering the competition, entrants acknowledge and agree that the Promoters will collect, store, disclose and use all personal information provided in the entrant's online entry form for use in connection with this competition and for any promotional, marketing, publicity and social media purposes without notice or compensation. The Promoter may disclose the entrant's personal information to third parties including its contractors, agencies and prize suppliers, some of which may be located outside of Australia [France], for these and related business purpose including to assist in conducting this competition and who may use this information for marketing purposes regarding its products, including contacting the entrant electronically. If the entrants do not provide the Promoter with the personal information it requests, the Promoter may not be able to accept the entry.
35. The Promoters may communicate with entrants about its products and services via email, SMS, mail or telephone. If entrants do not wish to receive direct marketing communications from the Promoter in the future, they may wish to opt-out at any time by contacting the Promoter by email at consumercare@bonnemaman.com.au
36. Any personal information the Promoters collect about the entrant will be handled in accordance with the *Privacy Act 1988 (Cth)*, *Australian Privacy Principles* and the *Promoter's privacy policy which is available at <https://www.bonnemaman.com.au/privacy/>*
37. The Promoters' privacy policy includes the Promoters' contact details, explains the types of personal information the Promoter usually collects and how the Promoters handles personal information, as well as how entrants can seek access to and correction of their personal information, how to make a complaint about the handling of personal information and how the Promoter addresses such complaints.

38. The laws of Tasmania apply to this competition. Entrants submit to the exclusive jurisdiction of the laws of Tasmania.