

## **Haigh's Chocolates Frog Competition**

### **Terms and Conditions**

**26<sup>th</sup> September – 9<sup>th</sup> October 2016**

**Prize: \$180 Chocolate Frog Hamper, 10 x Midi Frogs**

### **Terms and Conditions**

1. The Promoter is Haigh's Chocolates, A E Haigh Pty Ltd, 153 Greenhill Road, Parkside SA 5063 ABN 82007 873 323.
2. Information on how to enter forms part of these Terms and Conditions. Entry into the competition constitutes acceptance of these Terms and Conditions.
3. Entry to the Competition is open to residents of Australia only. An entrant must be an individual and not a company or organisation ("Eligible Entrant"). An entrant must be aged 13+ to enter this competition. Employees of, or contractors to, the Promoter or any of the Promoter's contractors or agencies involved with the promotion or the immediate family of such people are ineligible for this promotion. Any entry submitted by such a person will be void.
4. The Competition commences at 9am Monday 26<sup>th</sup> September and closes 11:59pm Sunday 9<sup>th</sup> October 2016.
5. The competition is a game of skill. The winner is the entrant who guesses the correct price of a small Haigh's chocolate frog. If there is more than one correct guess, then a random draw will be conducted with the eligible entries. Ten consolation prizes will be offered to ten entrants who have guessed the correct price. The ten consolation prizes will be selected by random draw.
6. To enter the competition, you must fill out the online competition entry form and answer the question: "What is the price of a small chocolate frog?"
7. The winner will be selected at 12noon Monday 10<sup>th</sup> October 2016. Winners will be notified via email.
8. Any attempt to resell or auction all or any part of this prize will result in an immediate cancellation of the prize. The prize elements may be terminated without notice if these Terms and Conditions are not complied with.
9. First prize is a Haigh's Chocolate Frog Hamper valued at \$180. Ten consolation prizes are 10 x Midi Frogs (Milk, Dark or Milk Peppermint Chocolate). Total prize pool \$290. Prize values are correct at the time of publishing and are subject to change without notice. Haigh's Chocolates accepts no responsibility for changes to prize values. Prize is not exchangeable, transferable or redeemable for cash or other goods or services. Any tax implications for Eligible Persons, which may arise from this Competition is the responsibility of the Eligible Persons, and independent advice should be sought.
10. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion. Additional expenses incurred as a result of accepting this prize are the winner's responsibility and the Promoter and/or its affiliates accept no liability or responsibility in respect of the same or for any loss or injury suffered as a result of accepting the prize.
11. The Promoter will take no responsibility for lost or damaged prize.
12. If the Prize is unclaimed or the winning entrant is unable to satisfy these Terms and Conditions by 12pm, Monday 17<sup>th</sup> October 2016 then a second chance draw will take place at 1pm, Monday 17<sup>th</sup> October 2016. All Eligible Entrants who have submitted an

entry during the competition period will be entered into the second chance prize draw. In the event of a winner, they will be notified via email.

13. The Promoter reserves the right in its sole discretion to cancel, terminate, modify or suspend the Competition, subject to any written directions under State or Territory legislation.
14. The Promoter reserves the right to request winners to provide proof of identity and proof of residency at the nominated prize delivery address in order to claim a prize. Proof of identification and residency considered suitable for verification is at the discretion of the Promoter.
15. The winners agree to participate in all reasonable promoted activities in relation to the Competition as requested by the Promoter and its agents and sign any release document provided by the Promoter, in its absolute discretion. Entrants consent to the Promoter using the entrant's name in the event they are a winner of a draw in any media for an unlimited period of time without remuneration or compensation for the purpose of promoting, publicising or marketing this Competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
16. This promotion is offered in good faith and is not to give rise to any legal dispute and is binding in honour only. In case of a dispute or challenge, Haigh's Chocolate decision is final and no correspondence will be entered into. Acceptance of prizes indemnifies Haigh's Chocolate, managers and agents of any responsibility.
17. All entries and any copyright subsisting in the entries become and remain the property of the Promoter. The Promoter collects personal information about entrants to include entrants in the Competition and where appropriate award prizes. If the personal information requested is not provided, the entrant may not participate in the Competition.
18. At Haigh's Chocolates, we value privacy and the information we collect is for the competition and prize distribution only. If you agreed to follow-up contacts by us or asked to be put on our mailing list when you registered, we may also contact you from time to time. You can always change your preference for follow-up contacts by e-mailing us at any time. Also, if you shop with us, we may contact you from time to-time to keep you up-to-date on the latest Haigh's Chocolates news. Review the full privacy policy here <http://www.haighschocolates.com.au/privacy-policy>
19. Haigh's Chocolate and its respective related bodies corporate, officers, employees and agents will not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss), or for personal injury suffered or sustained in connection with this competition, the promotion of this competition or the use of the prize, except for any liability that cannot be excluded by law.