

Game of Skill: Terms and Conditions of Participation in 2022 Chestnut Retailer Promotion (**Promotion**)

1. Information on how to enter the Promotion and the Prize form part of these Terms and Conditions. Participation in this Promotion is deemed acceptance of these Terms and Conditions.
2. The promoter is: Horticulture Innovation Australia Limited (ABN 71 602 100 149) of Level 7, 141 Walker Street North Sydney NSW 2060 Australia (**Promoter**) with assistance of Chestnuts Australia Incorporated (ABN 11 727 740 190), PO Box 472, Myrtleford Victoria 3737.
3. Entry is only open to Australian residents aged 18 years or over (**Entrants**).
4. Employees, directors and officers of the Promoter and agencies associated with this Promotion and their immediate families are not eligible to enter the Promotion. Immediate families includes, spouses, de-facto spouse, child or step-child, parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister and first cousins.
5. The Promotion commences on Monday 2 May 2022 at 9 am AEST and ends at Sunday 29 May 2022 at 5 pm AEST (**Promotional Period**).
6. To enter the Promotion, each Entrant must during the Promotional Period:
 - a. Submit a photograph or video of their chestnut display incorporating the new 'wobbler' and key messaging via social media or to the email address info@chestnutsaustralia.com.au; and
 - b. complete the survey form which includes three questions about chestnut storage in the retail space and all required personal details.
7. Each entry submitted must be original.
8. In order to enter the Promotion the Entrant must have a Facebook account or an Instagram account in order to submit an entry and Facebook messaging or Instagram direct messaging to receive notifications relating to this Promotion. Where no social media account is owned by the Entrant, they may submit via email and the Promoter will share to Chestnuts Australia social media on their behalf.
9. Incomplete or indecipherable entries, or entries that do not comply with these Terms and Conditions will be deemed invalid.
10. Each Entrant can submit as many entries for the Promotion as they wish.
11. Entries must be received during the Promotional Period. Entries are deemed to be received at the time the social media platform indicates the content was posted OR where via email the time the email was received by Chestnuts Australia.
12. The Promoter reserves the right, at any time, to verify the validity of entries and Entrants including any Entrant's identity, age and place of residence and reserves the right in its sole discretion, to disqualify any Entrant who the Promoter has reason to believe has breached one or more of these Terms and Conditions, has tampered with the entry process or the Promotion itself, or engaged in any unlawful or other improper misconduct which jeopardises the fair and proper conduct of the Promotion. Errors and omissions may be accepted by the Promoter in its 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. If there is a dispute as to the identify of an Entrant the Promoter reserves the right in its sole discretion to determine the identity of the Entrant.
14. This is a game of skill. Each entry will be judged individually by the Marketing Sub Committee of Chestnuts Australia. Entries will be judged by the Marketing Sub Committee of Chestnuts Australia Committee via online meeting held on Tuesday 31st May, 2022 at 7:00 pm. The judges may select additional reserve entries which they determine to be the next best and record them in order of merit, in case of an invalid entry or ineligible Entrant.
15. The entry judged to be the best by the Promoter from all entries received during the Promotional Period will receive 1 x \$1000 EFTPOS style gift voucher (**Prize**).
16. The Promoter's decision is final and no correspondence will be entered into.
17. The prize winner will be notified by the method they used to enter the competition, social media or email and by phone where a number was provided.
18. Unless otherwise agreed, the Prize will be sent to the winner's Australian residential address, which will be confirmed by the winner via phone, social media or email within 21 days of the Promotion end date.
19. If the prize winner does not respond to the Promoter within 14 days to determine an appropriate delivery address they will forfeit their right to the Prize.
20. If for any reason the winner does not take the Prize or any element of the Prize within the timeframe stipulated in these Terms and Conditions then that Prize or that element of that Prize will be forfeited.
21. If the Prize or part of the Prize is unavailable the Promoter in its discretion reserves the right to substitute the Prize or that part of the Prize with a prize to the equal value and/or specification.
22. Prizes or any part of the Prize is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
23. Once a Prize has left the Promoter's/supplier's premises, the Promoter and its agencies and companies associated with the Promotion will not be responsible for any delay in delivery, loss or damage to, or caused by that Prize.
24. Each Entrant agrees that they are fully responsible for the content of the entry they submit (**Content**). The Promoter is not liable in any way for the Content submitted by Entrants to the full extent permitted by law. The Promoter may decline to publish Content in its sole discretion and without notice. Each Entrant warrants and agree that: (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property rights, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable- with respect to race, religion, origin or gender- or otherwise unsuitable for publication; (b) they have obtained full prior consent from any person who has jointly created, or has any rights in the Content, for the use of that Content and these Terms and Conditions;(c) the Content does not contain viruses or cause injury or harm to any person or entity; and (d) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems. Without limiting any other terms herein, the Entrant indemnifies the Promoter for all loss or damage suffered by the Promoter or any of its affiliated entities for any breach of the above terms.

25. By entering the Promotion, each Entrant licenses and grants the Promoter and its affiliates and sub-licensees a non-exclusive, royalty-free, fee-free, perpetual, worldwide, irrevocable right to use, reproduce, publish, modify, adapt and display their entry for any purpose, and in any media, including but not limited to future promotional, publicity and marketing purposes, without payment or compensation restriction on use, attribution or liability.
26. Each Entrant consents to the Promoter using their name, likeness, image and/or voice in any medium, worldwide, for an unlimited period of time, without remuneration.
27. Each Entrant acknowledges that they are providing their information to the Promoter and not to Facebook or Instagram. This Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook or Instagram and Entrants completely release Facebook and Instagram from any and all liability in connection with this Promotion.
28. Entry and continued participation in the Promotion is dependent on Entrants following and acting in accordance with the Facebook Terms of Service at www.facebook.com/terms.php and the Instagram Terms of Use at <https://help.instagram.com/581066165581870>.
29. 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 by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures) the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law to terminate, modify, cancel or suspend the Promotion, or invalidate any affected entries, as appropriate.
30. Any cost associated with accessing the Promotion website or submitting the entry is the Entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an Entrant to automatically enter their details and claim repeatedly is prohibited and will render all claims submitted by that Entrant invalid.
31. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred.
32. 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 correspondence that is late, lost, altered, incomplete, incorrectly submitted, delayed, corrupted, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;(including but not limited to Entrant error or omission, alteration, tampering, deletion, theft, destruction, transmission interruption or communications failure); (d) any tax liability incurred by an Entrant; or (e) any use of the Prize by the winner.
33. Nothing in these Terms and Conditions restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the *Competition and Consumer Act 2010* (Cth).
34. The Promoter will collect personal information in order to conduct the Promotion, and for this purpose disclose such personal information to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry in the Promotion is conditional on providing this personal information. The Promotor will also use and handle this personal

information as described in its Privacy Policy located at: <http://horticulture.com.au/privacy-policy/>. To access or update the Entrant's information, or for more details on the Promotor's privacy obligations, please contact the Privacy Officer at:

Email: privacy@horticulture.com.au

Address: Privacy Officer, Level 7, 141 Walker Street North Sydney NSW 2060

Telephone: 61 2 8295 2300