

FoodSaver® VS1190 Giveaway

TERMS AND CONDITIONS

HOW TO ENTER:

- (a) To be eligible to enter, subject to the Terms and Conditions stipulated herein, entrants must enter during the promotional period which opens at **9am on Friday 5th February 2021** and closes at **5pm on Tuesday 9th February 2021** (“**Promotional Period**”), and submit a valid entry form or answer required items in accordance with the instructions as detailed below (“**Eligible Entry**”). All times throughout the Terms and Conditions will be Australia Easter Daylight Time (AEDT).
- (b) To enter, entrants must take following steps. All items must be completed in order for an entry to be valid at corresponding day of Promotional Period:

During the Promotional Period, entrants can visit the [FoodSaverANZ](#) Instagram page and leave a direct comment on the Promotional Post answering the following:

What would you keep fresh for longer with your FoodSaver and why?

Entry must be made on the related promotional post in accordance with the instructions and terms and conditions provided in the promotional post on the FoodSaverANZ Instagram Page.

TERMS AND CONDITIONS:

- 1. Promoter:** The Promoter is Sunbeam Corporation Ltd (ABN 45 000 006 771) of Suite 1, Unit 1, 13 Lord Street, Botany NSW 2019.
- 2. Terms:** Information on how to enter and prizes form part of these Terms and Conditions. Participation/entry in this promotion is deemed acceptance of these Terms and Conditions.
- 3. Promotional Period:** Promotion commences at 9am on Friday 5th February 2021 and closes at 5pm on Tuesday 9th February 2021. All times throughout the Terms and Conditions will be Australian Eastern Daylight Time (AEDT).
- 4. Eligible Entry:** The offer only applies to the Eligible Entry described under "How to Enter" above.
- 5. Eligibility and entry conditions:**
 - (i) Entry is only open to Australian & New Zealand residents aged 18 years or over.
 - (ii) Employees (and their immediate families) of the Promoter and its agencies associated with this promotion are ineligible to enter. Immediate family includes 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.

- (iii) Entrants under 18 years old must have their parental/guardian's approval to enter and further, the parent/guardian of the entrants must carefully read and agree to the Terms and Conditions stipulated herein. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion.
- (iv) Incomplete, indecipherable or illegible entries will be deemed invalid.
- (v) Multiple entries are permitted, subject to the following: (a) only one (1) entry per day during Promotional Period will be valid and permitted; and (b) each entry must be in accordance with entry requirements and Terms and Conditions stipulated herein.
- (vi) 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 to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

6. Prize:

- (i) This is a game of skill and chance does not play a part in determining the winners. Each entry will be individually judged based on **literary and creative merit** of the answer provided to the promotional question set out in the "How to Enter" section above. The judging will take place at **Suite 1, Level 1, 13 Lord Street, Botany, Australia 2019** commencing daily from **9am Wednesday 10th February 2021**.

The judges may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant.

- (ii) The winners will be notified by Direct Message on Instagram on **Wednesday 10th February 2021** and will need to respond with details requested by the Promoter (including their full name, phone number and mailing address) in order to claim their prize.
- (iii) The best valid Ten (10) entries as determined by the judges, will each receive the prize of **one (1) VS1190 FoodSaver® Handheld Vacuum Sealer packs (which include 2x Fresh Containers and 5x Zipper Bags)** valued at **AUD \$89.95 RRP OR NZD \$149.99 RRP + shipping** .
- (iv) The winner understands and agrees that any cost associated with accessing Instagram is the entrant's responsibility and is dependent on the Internet service provider used.

- (v) Entrants must ensure that all provided details are correct. The Promoter will not be responsible for disconnected telephone numbers, incorrect email addresses or postage addresses, or any damages or costs attributable to failure of identifying the winner. 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.
- (vi) The prize, or any unused portion of a prize, is not transferable or exchangeable and not redeemable for cash, unless otherwise specified in writing by the Promoter. The Promoter's decision in relation to all aspects of this promotion is final and binding - no correspondence will be entered into.
- (vii) If for any reason the winner does not accept / redeem the prize with 14 days of receiving notification that they are a winner, then the prize will be forfeited automatically.
- (viii) If the winner of a prize is under 18 years of age, the prize will be awarded to winner's parent or legal guardian, on the winner's behalf.

7. General:

- (i) 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. **The total prize pool value is AUD \$899.50 RRP OR NZD \$1,499.90 + shipping.**
- (ii) Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including, without limitation to, photograph, film and/or recording of the same) in any media for the purpose of promoting this promotion (including any outcome), and related products manufactured, distributed and/or supplied by the Promoter.
- (iii) The Promoter assumes no responsibility for any failure to receive an entry or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches. If such problems arise, then the Promoter may (where necessary with the approval of the relevant regulatory authorities) modify the promotion.
- (iv) 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.
- (v) Any cost associated with accessing Facebook and Instagram 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 repeatedly is prohibited and will render all entries submitted by that entrant invalid.

- (vi) 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 2010* (Cth) and the *Australian Consumer Law* or similar consumer protection laws in New Zealand.
- (vii) Except for any liability that cannot by law be excluded, 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; (f) taking/use of and/or participation in a prize; or (g) otherwise arising in any way out of the Promotion.
- (viii) Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to comments, recordings and images ("Content"). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant 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, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
 - b. their Content shall not contain viruses or cause injury or harm to any person or entity;
 - c. they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
 - d. the Content is the original work of the entrant or they will obtain full prior consent from any person who has jointly created or has any rights in the Content to the uses contemplated by these Terms and Conditions, and the Content does not infringe the rights of any third party;
 - e. they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to *the Copyright Act 1968* (Cth) and warrant that they have the full authority to grant these rights; and
 - f. 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 agrees to indemnify the Promoter for any breach of the above terms.

- (ix) As a condition of entering this promotion, each entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.
- 8. Personal Information:** The Promoter collects personal information ("PI") in order to conduct the promotion and will handle PI in accordance with its Privacy Policy (<https://www.foodsaver.com.au/privacy> and <https://www.foodsaver.co.nz/privacy>) The Privacy Policy contains information about how entrants may access, update or correct their PI, how entrants information may be disclosed (including how it may be disclosed outside of New Zealand), how entrants may complain about a breach of the New Zealand Privacy Principles or any other applicable law and how those complaints will be dealt with.
9. Entry and continued participation in the promotion is dependent on entrants following and acting in accordance with the **Facebook Statement of Rights and Responsibilities, which can be viewed at www.facebook.com/terms.php OR Instagram Rules, which can be found at <http://www.instagram.com/about/legal/terms>**
- 10.** This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants understand that they are providing their information to the Promoter and not to Facebook. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Facebook. Facebook will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.
- 11. Changes to these Terms and Conditions:** The Promotor may amend these Terms and Conditions at any time.
- 12. Applicable Laws:** The performance of the promotion under these Terms and Conditions shall be governed by and comply with all applicable laws and regulations of the Territory.