



## **Terms and Conditions for Mitolo Group – Cooking with Carisma Competition**

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### **Terms & Conditions**

#### General

1. This promotion is conducted by Mitolo Group Pty Ltd (ABN 58 076 809 982) t/a Mitolo Family Farms (the **Promoter**).
2. Entry is open to community, social, service or sporting clubs in Australia other than Tasmania (**Eligible Club**).
3. Directors, officers, management and employees of the Promoter or any companies (and their immediate families) who assist the Promoter in running the promotion are not permitted to enter the promotion.
4. The promotion commences on Sunday 21<sup>st</sup> January 2024 at 7:00am ACST and entries close on 11.59pm ACST on Tuesday 2<sup>nd</sup> April, 2024 (**the Promotional Period**).
5. To be eligible for entry to the promotion, an Eligible Club must during the Promotional Period:
  - 5.1 take a photo or video representing how their Eligible Club is able to demonstrate “Cooking with Carisma”;
  - 5.2 write in 50 words or less why their Eligible Club should win;
  - 5.3 all photos or videos must include the Coles Supermarket Australian Carisma Potatoes packaging;
  - 5.4 visit <https://mitolofamilyfarms.com.au/cooking-with-carisma/> (**Promotion Entry Page**);
  - 5.5 input the requested details in the entry form on the Promotion Entry Page or via the Facebook form including details of the Eligible Club's promotion of the Carisma Potatoes branding; and
  - 5.6 upload the photo or video to the Promotion Entry Page.
6. Entries are limited to one entry per Eligible Club. Entries received outside of the Promotional Period will not count towards the promotion. The Promoter is not responsible for any late, lost or misdirected entries.
7. Each entrant acknowledges that the Promoter gives no assurances as to the availability or quantity of the Product in any Participating Store from time to time during the Promotional Period.
8. Each entrant acknowledges that this promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. In participating in this promotion, entrants are providing information to the Promoter and not to Facebook or Instagram. To the extent permitted by law, each entrant releases Facebook and Instagram from any and all liability in relation to this promotion.
9. Entrants warrant that their entry, does not infringe the intellectual property rights of any third party. Entrants agree that ownership of any intellectual property rights in their entry is assigned to the Promoter without the payment of any fee or compensation and agree to sign any further documentation required by the Promoter to give effect to this arrangement as a precondition to being awarded their prize. To the extent permitted by law, entrants unconditionally and irrevocably



consent to any act or omission that would otherwise infringe any moral rights in their entry. Entrants warrant that they have the full authority to grant these rights.

10. Entrants acknowledge the Promoter may use their personal information, during the Promotional Period and afterwards, in any manner the Promoter sees fit including to encourage others to enter the promotion on Facebook or Instagram or via an electronic message to the Mitolo Family Farms database and to conduct and manage the promotion. If an entrant would like to opt out, they can do so by emailing [socials@mitolofamilyfarms.com.au](mailto:socials@mitolofamilyfarms.com.au) and their information will not be used and their details will be removed from the database.
11. By entering, each entrant consents to the Promoter keeping their personal information on its database to use for the purpose of sending it promotional and marketing material in the future, including contact by electronic messaging (ACT residents excluded. The personal information of ACT residents will only be collected for purposes necessary for the conduct of the promotion). If an entrant would like to opt out, they can do so by emailing [socials@mitolofamilyfarms.com.au](mailto:socials@mitolofamilyfarms.com.au) and their details will be removed from the database.
12. The Promoter may, at any time, require an entrant to produce documentation to establish to the Promoter's satisfaction in the validity of its entries. Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.
13. The Promoter reserves the right to verify the validity of entries and to disqualify any entrant whom the Promoter believes either has tampered with the entry process or has submitted an entry otherwise than in accordance with these conditions of entry.
14. If any dispute arises between an entrant and the Promoter concerning the conduct of this promotion or claiming a prize, the Promoter will take reasonable steps to consider the entrant's point of view, taking into account any facts or evidence put forward, and will respond fairly within a reasonable time. In all other respects, the Promoter's decision in connection with all aspects of this promotion is final.
15. By entering this promotion, each entrant accepts these terms and conditions.
16. This promotion is governed by the laws of South Australia. In the case of a dispute, the courts of South Australia and the South Australian division of the Federal Court of Australia will have non-exclusive jurisdiction and no entrant may object to the jurisdiction of any of those courts on the ground that it is an inconvenient forum or that it does not have jurisdiction.

#### Prizes

17. There are three (3) prizes to be awarded during the Promotional Period.
18. Each prize comprises of a \$1,500 sponsorship fee (**the Sponsorship Fee**) payable to a winning Eligible Club by the Promoter (or an associated entity of the Promoter).
19. The total prize pool for the promotion is \$4,500.
20. The Sponsorship Fee is inclusive of GST as that term is defined or used in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and all taxes, fees, charges and surcharges applicable to a payment of the Sponsorship Fee is the sole responsibility of the winning entrant.
21. Winners will be determined by the Promoter and its representatives. The promotion is a game of skill, and chance plays no part in determining the winner. All entries will be judged individually on their merits and in the Promoter's absolute, sole discretion.
22. The three entrants who submit the best entries (as determined by the Promoter at its absolute discretion) during the Promotional Period will win one of the three prizes available for the



Promotional Period. The Promoter's decision is final, and the Promoter is not required to provide any reasons for its decision.

23. Winners will be notified within 28 days of the close of the Promotional Period via the email provided on the Promotion Entry Page. A list of the winners will also be listed on the Promoter's website for a reasonable period of time for at least seven days after the Promoter has determined the winners at the close of the Promotional Period.
24. Prizes are not transferable and are not redeemable for other goods and services.
25. Prizes must be claimed within 14 days of the winner being notified by the Promoter, or 14 days of publication on the Promoter's website referred to in paragraph 23 of these terms and conditions (whichever is later). If any prizes are not claimed within this time, then the winner forfeits their prize, and the Promoter will select another winner at its absolute sole discretion.
26. Each winner consents to the Promoter's use of the winner's name, image, picture, voice, video, statements, testimonials or quotations for promotional, marketing and publicity purposes in any media worldwide, without any further fee being paid to the winner (beyond the Sponsorship Fee).
27. The Promoter is not responsible or liable for any loss, damage or injury suffered by any winner by the use of the prize to the maximum extent permitted by law. However, nothing in these terms and conditions is intended to exclude, restrict or modify any rights the winner may have under the Australian Consumer Law or otherwise which cannot be excluded, restricted or modified by agreement..
28. 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 or viruses. If such problems arise, then the Promoter may modify, cancel, terminate or suspend the promotion.