

**RIVIANA FOOD SERVICE: WIN AN BACCARAT DAMASHIRO EMPEROR CLEAVER EACH WEEK PROMOTION FOR 6 WEEKS**

Information on how to enter and prizes set out under the pages titled “Schedule” form part of the Terms of Entry. These Terms of Entry constitute the entrant’s agreement with the Promoter in relation to the entrant’s participation in the competition

**SCHEDULE**

<p><b>COLLECTION NOTICE</b></p>	<p>The Promoter collects your personal information (name, date of birth, address contact numbers and email) when you enter this promotion for the purposes of your entry into the promotion. If we do not collect your personal information, you will not be able to submit a valid entry into the promotion or claim your prize. We may disclose this personal information to third parties, including local lottery authorities, for the sole purpose of processing and conducting this promotion.</p> <p>Our privacy policy at <a href="https://rivianafoodservice.com/privacy-policy/">https://rivianafoodservice.com/privacy-policy/</a>. information about how you may access and seek correction of the personal information that is held by us, how you may complain about a breach of the Australian Privacy Principles or a registered privacy code that binds us and how we will deal with such a complaint. Contact us at <a href="mailto:privacyofficer@riviana.com.au">privacyofficer@riviana.com.au</a>.</p>
<p><b>1. Promotion:</b></p>	<p><b>Win a Baccarat Damashiro Emperor Cleaver each week for 6 Weeks Competition</b></p>
<p><b>2. Website:</b></p>	<p><a href="https://rivianafoodservice.com/get-educated/">https://rivianafoodservice.com/get-educated/</a></p>
<p><b>3. Promoter:</b></p>	<p>The Promoter is Riviana Foods Pty Ltd (ABN 061 388 092) of Level 1, Office Tower 1, 1341 Dandenong Road, Chadstone, VIC 3148 <a href="http://www.rivianafoodservice.com/">www.rivianafoodservice.com/</a> or 1800 748 426.</p>
<p><b>4. Eligible Entrants and Entry Restrictions:</b></p>	<p>Entry to the Promotion is open to Australian residents aged 18 years and over, who fulfil the entry requirements.</p> <p>Directors, management, employees, officers and contractors (and their Immediate Families) of the Promoter or of the agencies or companies associated with this Promotion are ineligible to enter. “Immediate families” means spouse, parent, natural or adopted child, and sibling (whether natural or adopted by a parent), whether or not they live in the same household as the director, manager, employee, officer or contractor.</p>
<p><b>5. Promotion Period:</b></p>	<p>Starts: 5:00 PM AEDT, 16/12/2021. Ends: 5:00 PM AEDT 27/01/2021.</p>
<p><b>6. How to Enter</b></p>	<p>To enter, participants must do the following during the Promotion Period:</p> <ol style="list-style-type: none"> <li>1. Visit Riviana Food Service’s Facebook page and locate the entry form;</li> <li>2. Fully complete the entry form (including name, last name, email address, Australian State or Territory, postcode, date of birth); and</li> <li>3. Answer the following question in 25 words or less:</li> </ol>

	“What’s the best gift you can give someone working in hospo?”																					
<b>7. Entry Limit</b>	Only one (1) entry is permitted per Eligible Entrant during the Promotion Period.																					
<b>8. Prize/s</b>	There are 6 prizes available to be won as part of this promotion.  Prize: One (1) Baccarat Damashiro Emperor Cleaver 17cm  Individual prize value: \$99.99  Total Prize value RRP: \$599.94																					
<b>9. Judging</b>	<p>There will be one winner each week over the ten-week duration of the Promotion. All entries will be judged individually on their merits, and the entrant who submits the most original valid entry per week will be the winner.</p> <p>The winner will be determined by a panel of judges from the Promoter at Level 1, Office Tower 1 1341 Dandenong Road, Chadstone, VIC 3148 on the dates listed below from all valid entries. The Promoter’s database clock will be the official time keeper for the Promotion. Once an entry has been awarded a prize, it will not be included in further rounds of judging.</p> <table border="1"> <thead> <tr> <th>Judging round</th> <th>Entries close</th> <th>Judging date</th> </tr> </thead> <tbody> <tr> <td>Week 1</td> <td>23<sup>rd</sup> December</td> <td>24<sup>th</sup> December</td> </tr> <tr> <td>Week 2</td> <td>30<sup>th</sup> December</td> <td>31<sup>st</sup> December</td> </tr> <tr> <td>Week 3</td> <td>6<sup>th</sup> January</td> <td>7<sup>th</sup> January</td> </tr> <tr> <td>Week 4</td> <td>13<sup>th</sup> January</td> <td>14<sup>th</sup> January</td> </tr> <tr> <td>Week 5</td> <td>20<sup>th</sup> January</td> <td>21<sup>st</sup> January</td> </tr> <tr> <td>Week 6</td> <td>27<sup>th</sup> January</td> <td>28<sup>th</sup> January</td> </tr> </tbody> </table>	Judging round	Entries close	Judging date	Week 1	23 <sup>rd</sup> December	24 <sup>th</sup> December	Week 2	30 <sup>th</sup> December	31 <sup>st</sup> December	Week 3	6 <sup>th</sup> January	7 <sup>th</sup> January	Week 4	13 <sup>th</sup> January	14 <sup>th</sup> January	Week 5	20 <sup>th</sup> January	21 <sup>st</sup> January	Week 6	27 <sup>th</sup> January	28 <sup>th</sup> January
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<b>10. Winner Notification</b>	The winner will be notified by the Promoter via email to the email address submitted in the entry form, by phone to the phone number submitted in the entry form and may be announced in Riviana Foodservice direct email marketing.																					
<b>11. Prize Delivery</b>	The Prize will be delivered by post winner within 30 days of notification to the address provided by the winning entrant at the time of entry each winner. Winners will be notified of any delay. See also clause 10 of Terms of Entry.																					

## **TERMS OF ENTRY**

1. These terms must be read together with the Schedule for this Promotion. The Schedule defines certain terminology used in these

Terms of Entry. Participation in the Promotion constitutes acceptance of these Terms of Entry. To the extent of any

inconsistency between the Schedule and these terms, the Schedule prevails.

**Entry**

2. By entering the Promotion, entrants accept these Terms of Entry.
3. Individuals can only enter this promotion during the Promotion Period. All entries must be received by the Promoter before the end of the Promotion Period. Entries are deemed to be made at the time of receipt by the Promoter, not the time of transmission by the entrant. Entries received after the Promotion Period will not be accepted.
4. Entrants may submit up to the Maximum Number of Entries. Entries must be received by the Promoter during the Promotion Period.
5. The Promoter has no control over communications networks or services, the Internet, or computer or telephone networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. The Promoter accepts no responsibility for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise.
6. The Promoter takes no responsibility should an individual not have the software, hardware or mobile phone plan that would permit access to and use of the Website. Any cost associated with accessing the internet or own loading data on a mobile device is the sole responsibility of the entrant and is dependent on the internet/mobile service provider used.
7. The use of any automated entry software or any mechanical, electronic or other means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
8. Each entrant warrants and agrees that: (i) the entrant has created the entry themselves; (ii) the entrant will not submit material in their entry that is copyrighted or otherwise subject to third party proprietary rights, unless the entrant is the owner of those rights; (iii) the entry has not been previously published in any other medium or forum; (iv) the entrant will not submit material that is unlawful, obscene, defamatory, derogatory, threatening, pornographic, sexually inappropriate, violent, abusive, harassing,

hateful, racially, religiously or ethnically offensive, or encourages, evidences or indicates conduct that would be considered a criminal offence, give rise to civil liability or violates any law; (v) the entry will not contain viruses or cause injury or harm to any person or entity; and (vi) the entrant has not granted rights to their entry to any other person which are inconsistent with the rights granted to the Promoter.

**Prize(s)**

9. The winner(s) will be notified in accordance with the Winner Notification. Winners must claim their prize in accordance with the Prize Claim and by the Prize Claim Deadline (if applicable).
10. The Prize(s) will be delivered to the winner(s) in accordance with the Prize Delivery. Once any prize has left the Promoter's (or supplier's) premises, the Promoter will not be responsible for any delay in delivery, loss or damage to a Prize.
11. Subject to the second chance prize draw, if for any reason any winners do not take the prize (or an element of the prize) at/by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
12. If the prize includes gift cards, all gift cards are valid until the gift card expiry date specified on the gift card or by the provider of the gift card. Gift cards are subject to the conditions stipulated by the provider of the gift card including period of validity. Once awarded, the Promoter shall not be liable for any gift card that has been lost, stolen, forged, damaged or tampered with in any way or are not activated or used before the stated expiry date.
13. If a winner of a prize is under the age of 18 years (where entry by those under 18 is allowed), the Promoter will award the prize to the winner's parent or guardian.
14. The Promoter may require the winner(s) to verify their entry and provide proof of purchase (if applicable), identity, age and/or residence at the nominated Prize delivery address. Proof considered suitable for verification is at the Promoter's sole discretion.
15. The Promoter may, in its sole discretion, disqualify any or all entries from, and prohibit further participation in this Promotion by, any person who fails to provide adequate identification to the satisfaction of the Promoter, or who tampers with or benefits

from the manipulation of, or tampering with, the entry process or the operation of the Promotion or acts in violation of these Terms of Entry, acts in a disruptive manner or acts with the intent to annoy, abuse, threaten or harass any other person.

16. If, due to any reason whatsoever, the Promoter becomes aware after an entrant has won a Prize that the entrant has not complied with these Terms of Entry, that entrant will have no entitlement to the Prize, even if the Promoter has announced them as a winner and that entrant will be required, at the direction of the Promoter, to return, refund or otherwise make restitution of the Prize.
17. Prizes are not transferable or exchangeable (except as set out in these Terms of Entry), nor can they be redeemed for cash. In the event for any reason a winner does not take an element of any prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner and cash will not be supplied in lieu of that element of the prize. Prize value is as specified on the date of publishing the Terms of Entry. The Promoter accepts no responsibility for any variation in prize value. Where a prize is unavailable for any reason, the Promoter may substitute for that prize another item of equal or higher value as determined by the Promoter, subject to the approval of the relevant authorities in the relevant State/s, if required.
18. Where a Prize is unavailable for any reason, the Promoter may substitute for that Prize another item of equal or higher value as determined by the Promoter. Without limiting the foregoing, the Promoter may, in its absolute discretion, substitute cash for any Prize (the amount of cash being equal to the Prize value specified for that Prize in the Schedule).

#### **Publicity**

19. Each prize winner must, at the Promoter's request, participate in all promotion activity (such as publicity and photography) surrounding the winning of the prize, free of charge, and they consent to the Promoter using their name and image in promotion material in any medium throughout the world.

#### **General**

20. This competition is a game of skill. Chance plays no part in determining the winner(s).
21. The Promoter's decision in relation to all aspects of this Promotion is final and no

correspondence will be entered into.

22. If this promotion is interfered with in any way or is not capable of being conducted or administered 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, acts of god, acts of terrorism or war (declared or undeclared), state of emergency, disaster, technical failures, security breaches, tampering, unauthorised intervention, or computer viruses, 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.
23. Without limiting any other paragraph, the Promoter may at its discretion amend any aspect of this Promotion or of these terms, subject to applicable laws.
24. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under *Competition and Consumer Act 2010* (Cth), as well as any other implied warranties under the *ASIC Act* (Cth) or similar consumer protection laws in the State and Territories of Australia.
25. 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 (whether direct, indirect, special or consequential) arising in any way out of this promotion, including but not limited to where such injury, loss or damage arises 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 lost, altered, damaged or misdirected 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 an entrant;
  - (f) participation in this promotion;
  - (g) use of any prize.
26. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's

negligence) by any person in connection with this Promotion or accepting or using any Prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).

27. Prizes are subject to the terms and conditions of the various third-party prize suppliers (**Third- Party Supplier(s)**). Except for any liability that cannot by law be excluded, including the Non- Excludable Guarantees, the Promoter is not responsible for and excludes all liability for any loss or damage suffered by a participant as a result of the conduct of a Third-Party Supplier.

28. The Promoter accepts no responsibility for any tax implications that may arise from the Prize winnings. Independent financial advice should be sought. Where the operation of this Promotion results in, for GST purposes, supplies being made for non-monetary consideration, entrants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

29. The information entrants provide will be used by the Promoter for the purpose of conducting this Promotion. By entering this Promotion, entrants consent to the storage of their personal information on the databases of the Promoter and its related bodies corporate and the Promoter and its related bodies corporate may use this information for future promotion and marketing purposes regarding their products and services including (where the entrant has opted in) contacting entrants via electronic messaging. The Promoter may disclose entrants' personal information to its contractors and agents to assist in conducting this Promotion or communicating with entrants. Entrants can read the Promoter's Privacy Policy at <https://rivianafoodservice.com/privacy-policy/>. Entrants can request access, updates and corrections to their personal information by contacting [privacyofficer@riviana.com.au](mailto:privacyofficer@riviana.com.au).

30. If entry is via Facebook, Twitter or Instagram, "Platform" means Facebook, Twitter or Instagram as applicable. Entrants acknowledge that use of the Platform is subject to the terms and conditions of that Platform. The Promoter is not responsible or liable for any loss, damage or injury suffered by any entrant as a result of the conduct of any of the Platforms, including the decision of any Platform to remove or not remove any photographs,

except for liability which cannot be excluded by law.

31. Unless the contrary intention appears, a reference in these Terms of Entry or the Schedule or in any advertisement relating to this Promotion to 'dollars' or '\$' is a reference to the lawful currency of Australia.