

## **Win a Tojiro DP3 Paring Knife 12cm Each Fortnight for 20 Weeks Competition (“Promotion”)**

### **TERMS AND CONDITIONS**

1) Information on how to enter the Promotion forms part of these Terms and Conditions. Participation in the Promotion is deemed acceptance of these Terms and Conditions. Entries must comply with these conditions to be valid.

2) Entry is only open to Australian residents over 18 years of age. To be eligible to enter, individuals must be a food professional (for example a chef, catering manager, purchasing manager, etc) and work in the food industry. Employees of the Promoter, its related entities and agencies associated with the Promotion (and their immediate families) are ineligible to enter. Immediate family means 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 first cousin.

3) The Promotion commences at 9:00am AEDT on 25<sup>th</sup> May 2020 and closes at 5:00pm AEDT on 11<sup>th</sup> October 2020 (“Promotion Period”).

4) To validly enter the Promotion, individuals must provide their details (including first name, last name, job title, company type, email address, phone number) and answer the question “Tell us about the best boss you’ve had in the hospitality industry?” through an entry form on the Riviana Foodservice Facebook page during the Promotion Period. Each entry may be posted on Riviana Foodservice’s Facebook page by the Promoter and may be included in Riviana Foodservice direct email marketing. If an entrant’s contact details change at any time after the date which they enter the competition, that entrant must notify the Promoter of their correct contact details immediately.

5) There will be one winner each fortnight over the twenty-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 fortnight will be the winner. 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.

Judging round	Entries close	Judging date
Fortnight 1	7 <sup>th</sup> June	8 <sup>th</sup> June
Fortnight 2	21 <sup>st</sup> June	22 <sup>nd</sup> June
Fortnight 3	5 <sup>th</sup> July	6 <sup>th</sup> July
Fortnight 4	19 <sup>th</sup> July	20 <sup>th</sup> July
Fortnight 5	2 <sup>nd</sup> August	3 <sup>rd</sup> August
Fortnight 6	16 <sup>th</sup> August	17 <sup>th</sup> August
Fortnight 7	30 <sup>th</sup> August	31 <sup>st</sup> August
Fortnight 8	13 <sup>th</sup> September	14 <sup>th</sup> September
Fortnight 9	27 <sup>th</sup> September	28 <sup>th</sup> September
Fortnight 10	11 <sup>th</sup> October	12 <sup>th</sup> October

6) The Promoter reserves the right, at any time, to verify the eligibility of any entrant (including, without limitation, an entrant's identity, age or place of residence) or the validity of their entry. The Promoter reserves the right, in its sole discretion, to disqualify any entrant who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Promotion. 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.

7) Incomplete or indecipherable entries will be deemed invalid.

8) Only one (1) entry is permitted per entrant during the Promotion Period.

9) Entries must be received by the Promoter during the Promotion Period. Entries received after the close of the Promotion Period will not be accepted.

10) If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to disqualify the entry or entrant.

11) The Promotion is a game of skill and chance plays no part in determining the winner. The Promoter may select additional reserve entries which it determines to be the next best, and record them in order, in case of an invalid entry or ineligible entrant. 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.

12) The Promoter's decision in relation to the determination of the winning entry and eligibility to participate is final and no correspondence will be entered into.

13) The winner of each fortnight of the twenty-week Promotion will win one Tojiro DP3 Paring Knife 12cm valued at \$104.95 ("Prize"). All Prize values are correct as at 5<sup>th</sup> December 2019 and are in Australian Dollars, but to the extent permitted by law, no responsibility is accepted by the Promoter for any variation in the value of the Prize after that time. The Prize will be delivered by post or courier to each winner within 30 days of notification. Each winner will be contacted by email to confirm their postal address and all postage will be paid for by the Promoter. The Promoter and its associated agencies and companies will not be liable for any damage, loss or delay in transit to the prize.

14) If for any reason a winner does not take the Prize (or any part of it) by the time stipulated by the Promoter (being 3 months from the announcement of the winner), then it will be forfeited and the Promoter may award their prize to the next best entry determined by the judges.

15) If any part of the Prize is unavailable the Promoter reserves the right, in its absolute discretion, to substitute it with a prize of similar value or specification.

16) The total prize pool value is up to \$1,049.50 plus postage and delivery. The Prize cannot, without the prior consent of the Promoter and any applicable third party supplier of the prize ("Supplier"), be transferred to another person, be resold or offered for resale at a premium (including via online auction sites), exchanged for other goods or services, redeemed as cash in whole or in part, used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services. If a

prize is sold or used in breach of this condition, the Promoter or the Supplier may, at their absolute discretion, withdraw the Prize. Where a Prize has been withdrawn in accordance with this clause, no refund, substitute or compensation will be offered. If the Prize is not accepted it will be forfeited, and no compensation will be paid in lieu of that element of the Prize.

17) Entrants agree that they are fully responsible for any materials they submit to the Promoter via the Promotion including but not limited to photos, videos, comments, recordings and images (“Content”). The Promoter may reject or decline to publish any Content without notice if it considers such Content inappropriate or offensive, not in accordance with these Terms and Conditions or for any other grounds the Promoter considers reasonable. All Content submitted must be appropriate for general viewing. The Promoter will screen Content prior to publishing it (if relevant).

Entrants warrant and agree that:

- a) they will not submit any Content that is unlawful or fraudulent, or that is in breach of any intellectual property, privacy, publicity or other rights, defamatory, indecent, obscene, derogatory, voyeuristic, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, identifies individuals protected by a court order, not suitable for children aged under 15, or otherwise unsuitable for publication;
- b) the 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 to submit the Content for all uses in accordance with these Terms and Conditions;
- d) they created the Content or hold the necessary rights (for example copyright) required to submit the Content and they will obtain full prior consent from any person who has jointly created or has any rights (including copyright or other intellectual property rights) in the Content to the uses contemplated by these Terms and Conditions;
- e) the Content does not infringe the rights (including intellectual property rights) of any third party;
- f) they consent to any use of the Content by the Promoter, its affiliates and sub-licensees as outlined in these Terms and Conditions which may otherwise infringe the Content creator’s/creators’ moral rights pursuant to the Copyright Act 1968 (Cth), or the entrant has obtained such consent from the moral rights holder. This means, for example, that the Promoter is able to use the Content for its own promotional purposes, including on the Riviana Foodservice website, Facebook or direct email marketing campaigns, without attributing the entrant as the author of the Content; and
- g) 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.

Entrants agree to indemnify the Promoter and its associated agencies against all losses, damages, claims and costs by third parties arising out of, connected to or resulting from a breach of the warranties set out above.

18) Entrants consent to the Promoter using their name, image and/or voice in the event that they are a winner in any media for an unlimited period of time without compensation or remuneration for the purpose of promoting this competition (including any outcome) and/or promoting any products manufactured, distributed and/or supplied by the Promoter. If requested by the Promoter, the entrant agrees to sign a separate release required by the Promoter to give effect to this arrangement.

19) The Promoter accepts no responsibility for late, lost or misdirected entries or other communications. 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, theft or destruction, any cause beyond the Promoter's control, or unauthorised access to or alteration of the competition. If such problems arise, then the Promoter may modify, cancel, terminate or suspend the competition. Further, the Promoter at its sole discretion may recommence this competition under the same conditions.

20) Any cost associated with accessing the Riviana Foodservice's Facebook page is the entrant's responsibility and is dependent on the Internet service provider used.

21) The Promoter shall not be liable for any loss, damage or injury suffered or sustained (even if caused by negligence) as a result of accepting and/or using a Prize or in relation to the Promotion, except for any liability which cannot be excluded by law. If in the conduct of this Promotion, the Promoter is liable for a breach of any guarantee, warranty, condition or other term that applies under applicable law that cannot by law be excluded, the Promoter's liability under that legislation is limited, to the extent permitted by law, to the cost of replacement of any benefit or prize won.

22) Any Prize supplied by a third party supplier is subject to the terms and conditions of that third party supplier. The Promoter is not responsible or liable for any loss, damage or injury suffered by any winner as a result of the conduct of any third party supplier or otherwise as a result of the winner accepting and/or using a prize (even if caused by negligence), except for any liability which cannot be excluded by law. Nothing in these conditions restricts, excludes or modifies any rights or remedies that cannot be restricted or excluded under applicable law.

23) All entries are the property of the Promoter after submission by the entrant.

24) Details from entries, including the personal information of the entrant, will be collected and used for the purposes of conducting this competition (which may include disclosure to third parties, the Promoter's related bodies corporate, agencies and contractors (including call centres, advertising agencies and direct mail houses) for the purpose of processing and conducting the competition) and for promotional purposes, public statements and advertisements surrounding this competition, as well as the Promoter's current and future promotional and marketing purposes, including direct marketing, in accordance with the Promoter's privacy policy. For the purposes of public statements and advertisements, the Promoter will only publish the winner's surname, first initial and state of residence. By entering this competition entrants consent to the use of their information as described and agree that the Promoter may use this information, or disclose it to other organisations that may use it, in any media for future promotional purposes without any further reference or payment to the entrant.

25) The Promoter is bound by applicable privacy laws. A copy of the Promoter's privacy policy can be viewed on <https://rivianafoodservice.com/privacy-policy/>. Entrants may access, change and/or update their personal information by contacting the Promoter on +61 3 8567 1000 (Riviana Privacy Officer) during office hours or contact the Promoter in writing at [privacyofficer@riviana.com.au](mailto:privacyofficer@riviana.com.au).

26) Entrants may 'opt out' of further promotional or marketing communications from the Promoter by using the 'opt out' function on any electronic marketing materials received, or by emailing [dpapadopoulos@riviana.com.au](mailto:dpapadopoulos@riviana.com.au).

27) Participation in this Promotion is considered acceptance of the following:

- a) a complete release of Facebook by any entrant or participant from any claims that it now has or may have in the future which relate to or are incidental to this competition;
- b) an acknowledgement that this Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook; and
- c) that the information provided by each entrant is provided to the Promoter (as detailed in these Terms and Conditions) and not to Facebook.

In particular, entrants acknowledge that the thoughts and views expressed on Facebook through this Promotion are only the thoughts and views of the individual that posted them. They are not representative of the opinions of the Promoter, nor does the Promoter confirm, guarantee or warrant the accuracy, completeness or usefulness of any post.

28) Participation and entry in this Promotion is conditional upon the entrant complying with all rules, regulations and guidelines set down by Facebook. Entrants acknowledge that their Facebook profile photograph may be featured on the Promoter's page and/or any associated Facebook page for public viewing. Facebook membership and the use of Facebook generally are subject to the Facebook prevailing terms and conditions of use available at [www.facebook.com](http://www.facebook.com). Entrants understand that they are providing their information to the Promoter and not to Facebook. Entrants are solely responsible and liable for the content of their entries and any other information they transmit to other internet users via Facebook. To the extent permitted by law, each entrant agrees to indemnify, defend and forever hold harmless, Facebook and its associated agencies and companies, against any and all losses, actions, claims, costs, expenses and damages (of any nature) which may be incurred by an entrant in respect of the entrant's participation in the promotion.

29) These Terms and Conditions are governed by and are to be construed in accordance with the laws of New South Wales.

30) The Promoter is Riviana Foods Pty Ltd (ABN 061 388 092) of Level 1, Office Tower 1 1341 Dandenong Road, Chadstone, VIC 3148 [rivianafoodservice.com/](http://rivianafoodservice.com/) or 1800 748 426.