



# Live Appley with Batlow - Win a \$10,000 Travel Voucher - Terms and Conditions

## TERMS AND CONDITIONS OF ENTRY

- 1. Promotion:** These Terms and Conditions constitute the terms of entry into the *Live Appley with Batlow* competition (**Promotion**). By entering into the Promotion, Entrants agree to, and accept, these Terms and Conditions.
- 2. Promoter:** The Promotion is conducted by Batlow Fruit Company Pty Ltd (ABN 52 057 916 257) of 74 Forest Road, Batlow, NSW 2730 Australia (**Promoter**).
- 3. Eligibility:** Entry is open to all Australian permanent residents aged 18 years and over at the time of entry (each an **Entrant**). Employees, directors, officers, management and other staff (and their immediate families) of the Promoter its related bodies corporate, or of the agencies and companies associated with this Promotion are ineligible to enter this Promotion.
- 4. Promotion Period:** Entry into the Promotion commences at 6:00pm (Eastern Standard Time) on Monday 30th July 2018 and closes at 5:00pm (Eastern Standard Time) on Friday 28th September 2018 (**Promotion Period**).
- 5. Entry Method:** During the Promotion Period, Entrants must:
  - a) Upload to the Entrant's personal Facebook or Instagram account a picture of their happy place, featuring a Batlow apple; and
  - b) Caption the Facebook or Instagram post; and
  - c) For entry via Instagram, Entrants must include in the caption the hashtag #Batlow and tag @batlowapples; and
  - d) For entry via Facebook, Entrants must include in the caption the hashtag #Batlow and either mention the Batlow page or tag @Batlow.



For the avoidance of doubt, entries submitted through a direct message or a comment on a Promoter's Facebook or Instagram post will not be a valid entry.

## **6. Entry Conditions:**

- a) An Entrant's entry must be an original picture and caption submitted by the individual Entrant.
- b) Entrants must ensure that the security settings on their personal Facebook and/or Instagram account are on a public setting that allows the Promoter to contact them in the event that the Entrant is a winner.
- c) Any entry deemed by the Promoter (in its sole and absolute discretion) to be incomplete, indecipherable, or illegible will be invalid.
- d) The Promoter reserves the right, at any time, to request that an Entrant promptly provide identification (including but not limited to, proof of identity, proof of age and proof of residency) to verify the Entrant's identity, age, residential address, eligibility to enter, participate and claim the prize. If an Entrant fails to produce such proof to the satisfaction of the Promoter (at its sole discretion), or refuses to produce proof, the Entrant will be deemed ineligible for this Promotion.
- e) Entrants acknowledge that the use of Facebook and/or Instagram for the purposes of this Promotion is subject to the terms and conditions of use of Facebook and/or Instagram.
- f) Entrants acknowledge that any cost associated with accessing Facebook and/or Instagram or otherwise associated with entry into this Promotion is the entrant's responsibility and is dependent on the Internet Service Provider used by the Entrant.
- g) The use of any automated entry software or any other mechanical or electronic means that allows an Entrant to automatically enter into the Promotion repeatedly is prohibited. If an Entrant is found to be using such software, the Promoter reserves the right to deem all entries submitted by that Entrant to be invalid.

**7. Number of entries:** Entrants are permitted to submit multiple entries into the Promotion, subject to the following:

- a) each entry must be substantially unique; and
- b) each entry must be submitted separately and in accordance with the entry requirements contained in these Terms and Conditions.

**8. Judging:**

- a) All valid entries will be individually judged by representatives of the Promoter (in the Promoter's sole and absolute discretion) (**Judges**) by 10 October 2018 at the Promoter's premises (74 Forest Road Batlow NSW 2730 Australia).
- b) The Judges will select the best entry based on the Judging Criteria (at the Promoter's sole and absolute discretion) and award that Entrant the Prize (**Winner**).
- c) The Judges reserve the right to select additional reserve entries which are deemed to be the next best entries (based on the Judging Criteria), and record those entries in order of merit, in the event that the Winner forfeits the Prize (by way of an invalid entry, ineligible Entrant or failure to accept the Prize in accordance with Clause 12(b) below).

**9. Judging Criteria:**

- a) All valid entries will be judged on originality, creativity and merit or suitability (in the Promoter's sole and absolute discretion) (**Judging Criteria**).
- b) This Promotion is a game of skill and chance plays no part in determining the winner. Each entry will be individually judged based on the Judging Criteria. The Promoter's decision is final and no correspondence will be entered into.
- c) Any entry that the Promoter considers (in its sole and absolute discretion) contains offensive, defamatory or otherwise objectionable or inappropriate material or infringes any third party rights (including intellectual property rights) will also deemed



invalid. This includes, but is not limited to, any entry which the Promoter considers to be disparaging to its products and/or services or is otherwise not in keeping with the spirit of the Promotion.

**10. Prize:** There is one (1) prize to be won, comprising of AUD\$10,000 Travel Voucher (**Prize**).

**11. Prize Restrictions:**

- a) The Winner must use the Prize within 12 months of receiving notification that the person has won the Prize.

**12. Notification of Winner:**

- a) The Winner will be notified by the Promoter through a direct message on Facebook or Instagram (as applicable) within 2 business days of judging.
- b) The Winner must confirm acceptance of the Prize by reply Facebook or Instagram message or email to the Promoter within 10 business days of notification by the Promoter that the Entrant is a Winner.
- c) If for any reason the Promoter is unable to contact the Winner, or the Winner does not confirm acceptance of the Prize in accordance with Clause 12(b) above, the Winner will forfeit the Prize.

**13. General Conditions of the Prize:**

- a) The Winner's redemption or use of the Prize is subject to the Terms and Conditions of the Travel Voucher as provided by the Prize Supplier and is conditional on acceptance of those terms and conditions.
- b) The Winner acknowledges that they are responsible for any ancillary costs associated with acceptance or use of the Prize.
- c) The value and availability of the Prize is at the sole and absolute discretion of the prize supplier and not under the Promoter's control. The Prize is subject to change. The Promoter takes no



responsibility for any variation to the Prize, or the unavailability of the Prize. If the Prize is unavailable for any reason, the Promoter, in its sole discretion, may substitute the Prize (or part of the prize) with a Prize of equal value and/or specification.

- d) The Prize must be taken as offered and the Prize (or any unused portion of the Prize) cannot be varied, transferred or exchanged, nor can it be redeemed for cash.
- e) If for any reason a Winner is unable to take the Prize (or does not use a portion of the Prize) at the time stipulated by the Promoter, then the Prize (or any unused portion of the Prize) will be forfeited by the Winner and the Promoter will not provide cash for the Prize (or any unused portion of the Prize).
- f) The Winner may be required by the Promoter to sign an indemnity or exclusion of liability form (or any other such legal document) prior to taking the Prize. If the Winner refuses or fails to sign any such forms as required by the Promoter, the Winner will forfeit the Prize.
- g) If the Promoter becomes aware after an Entrant has won the Prize that the Entrant has not complied with these Terms and Conditions, that Entrant will have no entitlement to the Prize, even if the Promoter has announced them as a Winner. That Entrant may be required to return, refund or otherwise make restitution of the Prize.

**14. Publicity:** Each Entrant consents to the Promoter using the Entrant's name, likeness, image, location, content of their entry and any other information submitted as part of the entry in any media for an unlimited period of time without further notification, remuneration or compensation for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter. For the avoidance of doubt, any use of an Entrant's name, likeness, image, location, content of their entry and any other information submitted as part of the entry by the Promoter during or after the Promotional Period does not mean that the Entrant has been selected as a Winner.

## 15. Intellectual Property Rights:

- a) Each entry must not include, make reference to, or otherwise breach, the intellectual property rights of any person (including without limitation any visible logos, drawings, cartoons, images, trademarks or copyrighted material).
- b) Each entrant warrants to the Promoter that each entry submitted into this Promotion is an original creative work of the Entrant, and does not infringe the intellectual property rights of any third party.
- c) Each Entrant agrees to indemnify the Promoter against all liability for any losses, claims or damage that may be incurred or suffered for an alleged or actual breach of a third parties' intellectual property rights as a result of the Promoter's the use of an entry.
- d) Entrants acknowledge and accept that all entries submitted in this Promotion become the property of the Promoter, and each Entrant assigns to the Promoter all of their rights, title and interest (including copyright) in and to their entry. Entrants acknowledge that they cannot use any part of their entry once it has been submitted, unless they have obtained prior consent from the Promoter.
- e) For the avoidance of doubt, Entrants consent to the Promoter using their entry in any manner it sees fit, including to use, reproduce, modify, adapt, publish and display the entry, for any purpose in any media, without compensation, restriction on use, attribution or liability.
- f) Pursuant to the moral rights provisions contained *Copyright Act 1968* (Cth), Entrants expressly consent to the Promoter's use of their entry in any manner at its sole discretion, the alteration of the entry in any way, and use of the entry without attributing authorship to the Entrant.
- g) Entrants agree to do what is required by the Promoter (at the Promoter's reasonable request and at the Promoter's cost), to give effect to this Clause 15.

## **16. Liability:**

- a) To the extent permitted by law, the Promoter and its related bodies corporate (including officers, employees and agents) exclude all liability for any direct or indirect loss (including special or consequential loss), damage, expense or injury that is suffered or incurred by an Entrant in connection with entry into, or participation in, this Promotion, or acceptance or use of the Prize.
- b) The Promoter has no control over communications networks or services and accepts no responsibility for 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.
- c) Entrants acknowledge that this Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. Entrants understand that they are providing their information to the Promoter and not to Facebook or Instagram. 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 or Instagram. To the extent permitted by law, Entrants agree to release Facebook or Instagram against any and all losses, actions, claims, costs, expenses and damages (of any nature) which may be incurred or suffered by the Entrant in connection with their participation in this Promotion.

## **17. Privacy:**

- a) By entering into this Promotion, each Entrant acknowledges and consents to the Promoter (and its related bodies corporates) accessing, collecting and using an Entrant's personal information in accordance with the Promoter's Privacy Policy available at: <https://batlow.com.au/privacy-policy/>



- b) The Promoter may provide the Winner's personal information to the prize supplier to facilitate the delivery of the Prize, and may disclose an Entrant's personal information to third parties for the purposes of conducting the Promotion (including promotional, marketing and publicity purposes).

**18. General Conditions of Promotion:**

- a) The Promoter reserves the right to invalidate any entry if an Entrant is unable to or refuses or fails to take part in any part of this Promotion or an Entrant or entry is deemed not to comply with these Terms and Conditions.
- b) If this Promotion is interfered with in any way or is not capable of being conducted as anticipated due to any reason beyond the reasonable control of the Promoter, including, but not limited to, by reason of war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, telephone network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or anything which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter reserves the right, in its sole and absolute discretion, to modify, suspend, terminate or cancel the promotion, or invalidate any affected entries ( if necessary), to the fullest extent permitted by law.
- c) Entrants agree that these Terms and Conditions will be governed by the laws of the State of New South Wales.