

**Fruit & Veg Month 2017 'Get Loud for Fruit & Veg' Family Challenge  
competition  
Terms & Conditions**

**Participation**

1. This Competition is run by Healthy Kids Association of Suite 1.02, 38 Oxley St, St Leonards, NSW, 2065 (the "Promoter").
2. Information on how to enter forms part of the terms of entry. Entry into the Competition constitutes acceptance of these terms and conditions.
3. Entry into the Fruit & Veg Month 2017 'Get Loud for Fruit & Veg!' Family Challenge competition (the "Competition") is open to Eligible Entrants. An "Eligible Entrant" is an individual who at the time of entry:
  - (i) is a resident of New South Wales who has within their primary care primary school aged children enrolled at a NSW Primary School that is registered for Fruit & Veg Month 2017.
  - (ii) is not an officer or employee of the Promoter or any of the agencies associated with the Competition and their related bodies corporate;
  - (iii) is not a spouse, defacto spouse, parent, child or sibling (whether full, half, step or by adoption) of such an officer or employee;
4. Limit of one entry per family. Families are only permitted to submit one entry to the Competition.
5. The Competition begins at 09:00 (AEST) on Monday 17<sup>th</sup> July 2017 and closes at 16:59 (AEDT) on Friday 13<sup>th</sup> October 2017 (the "Competition Period").

**Entry**

6. To enter the Competition and be eligible to win ("Eligible Entry"), an Eligible Entrant must:
  - (i) undertake an activity to promote their community to eat more fruit and vegetables;
  - (ii) provide an image(s) and written details of their activity;
  - (iii) Complete all parts of the entry form; and
  - (iv) Submit the completed entry form to Healthy Kids Association by either online entry at [www.fruitandvegmonth.com.au](http://www.fruitandvegmonth.com.au) or by mailing, at the entrant's own cost, the completed hardcopy form to:

Get Loud for Fruit & Veg Family Competition

Healthy Kids Association

Suite 1.02,

38 Oxley St,

St Leonards NSW 2065

7. The Promoter takes no responsibility for the cost of postage or the condition of the entry on arrival or its receipt before the close of the Competition.
8. Once entries are received, they remain the property of the Promoter and will not be returned to the entrant.
9. Incomplete entries, illegible entries or those which are defamatory, copyrighted or contain offensive content will be ineligible. It is the entrants' responsibility to inform the Promoter if their phone number or email details change during the Competition Period.

### **Prizes**

10. There are 3 prizes in total. Each Prize consists of:
  - a. 1 x Nikon Coolpix W100 camera from Harvey Norman. Valued at \$200.
  - b. 1 x Yates family gardening pack. Valued at \$100.
  - c. 1 x \$100 Harris Farm Markets online shopping voucher. Valued at \$100.
  - d. 1 x three-month subscription to Get Kids Cooking @ Home. Valued at \$59.
11. The total maximum Prize pool value is \$1,377. The prize values are the recommended retail values and are correct at the time of printing. The Promoter is neither responsible nor liable for any change in the value of the Prize occurring between publishing date and when the Prize is claimed. All Prizes are in Australian dollars and Prize value is current as at 14<sup>th</sup> June 2017.
12. If a Prize (or part of a Prize) is unavailable for any reason, the Promoter will, in its absolute discretion, substitute alternative goods or services of no lesser retail value and/or specification. The Promoter accepts no other liability or responsibility for any loss incurred by a winner or any other party if a Prize (or part of a Prize) is unavailable for any reason.
13. A right to receive a Prize is not transferrable or exchangeable and is not redeemable as a monetary payment.

### **Judging and Award of the Prize**

14. The Competition will be judged by the Promoter at Healthy Kids Association, Suite 1.02, 38 Oxley Street, St Leonards, NSW, within 3 weeks of the competition closing. The three Eligible Entries that, in the Promoter's sole discretion, display the greatest creativity in an activity encouraging the consumption of fruit and vegetables will be selected as the prize winners ("Prize Winners"). Chance plays no part in the selection of the Prize Winner.
15. The Prize Winners will be notified by phone and email on Friday 3<sup>rd</sup> November 2017. The Prizes must be claimed within 7 days of the notification.

16. If a Prize Winner cannot be contacted, or does not claim the Prize within the stipulated time ("Unclaimed Prize"), their Prize will be forfeited and a substitute prize will not be offered to them. If there is an Unclaimed Prize, the Promoter will select as a Prize Winner from the remaining Eligible Entries the entry that, in the Promoter's sole discretion, displays the greatest creativity in an activity encouraging the consumption of fruit and vegetables.
17. The name of each Prize Winner and details (including photographs in the Promoter's discretion) of the activity encouraging the consumption of fruit and vegetables, will be published on the Promoter's Website for a period of at least 1 week after their Prize has been claimed.

## **General**

18. All entrants agree to provide the Promoter, or the Promoter's authorized agent, with proof of identity, residency, age and/or proof of entry validity if selected as a Prize Winner, or if reasonably requested by the Promoter or the Promoter's authorized agent.
19. The Promoter accepts no responsibility or liability for any changes in dates, times or cancellations or other arrangements that may prevent the Prize Winner from winning the Prize.
20. If for any reason the conduct or operation of the Competition is interfered with or disrupted in any way (including by vandalism, power failures, natural disasters, acts of God, civil unrest, strikes, computer bugs or viruses, tampering or technical failures), the Promoter reserves the right to cancel, terminate, modify or suspend or recommence the Competition.
21. Promoter assumes no responsibility or liability for (i) any error, omission, interruption, or delay in the operation or transmission of any communication sent to (or by) the Promoter or any entrant whether caused by problems with communication networks or lines, computer systems, software or internet service providers, congestion on any carrier network or otherwise; (ii) any theft, destruction or unauthorized access to, or alteration of such communications; (iii) late, lost, stolen or misdirected entries sent via Australia Post; (iv) any problem with, or technical malfunction of, any computer system or other equipment used for the conduct of the Competition; and (v) outdated or incorrect contact details by reason of which a Prize Winner cannot be contacted during business hours on the relevant dates.
22. In the event that the Promoter cancels or varies the Competition or varies or withdraws the Prize it will not: (i) be liable to any person for any loss or damage (including loss or damage caused by any negligence) arising out of, or in connection with, such cancellation, variation or withdrawal: and (ii) be required to conduct the Competition at any other time.
23. The Promoter accepts no responsibility for any Prizes that are damaged, delayed or lost in transit.

24. The Promoter reserves the right to cancel the award of prize/s, and/or to disqualify any individual who, in the sole discretion of the Promoter, has breached these terms and conditions or who has otherwise engaged in unlawful or improper conduct that is designed to jeopardise the fair conduct of the Competition.
25. Entrants are advised that their personal information will be collected by or on behalf of the Promoter to enable it to administer the Competition and publicise Prize Winners and, if an entrant consents, may be used to market its products to the entrant. The personal information of each Prize Winner may be provided to others assisting in the conduct of the Competition, including the Competition administrator and to Prize suppliers and deliverers. Persons may contact the Promoter by post at the address stated in condition 6 to request access to, or corrections of, any of their collected personal information that is held by the Promoter. If an entrant does not provide accurate personal information the Promoter may determine that they are not eligible to win a prize.
26. All entries become the property of the Promoter and may be communicated to the public by the Promoter or used for promotional purposes, subject to the Promoter's privacy policy. By entering the Competition, the Prize Winners agree to the use of their name, image, audio-visual recording and/or photograph/s, without compensation, and agree that the Promoter will own copyright in any such images, audio-visual recordings and photograph/s.
27. All of the decisions of the Promoter in relation to the conduct of the Competition are final and no correspondence will be entered into.
28. To the full extent permitted by law, the Promoter, its associated agencies and all those entities' personnel (the "Relevant Parties") exclude all liability for any loss (including any damage, claim, injury, cost or expense) which is suffered or incurred by any Eligible Entrant in connection with the Competition or prizes, including: (i) any indirect, economic or consequential loss; (ii) any loss arising from the negligence of a Relevant Party; (iii) any liability for personal injury or death. Nothing in these conditions is intended to exclude, restrict or modify an entrant's rights under the Competition and Consumer Act 2010.
29. If any provision of these conditions is unenforceable for any reason, it will be severed and the remaining provisions will remain in full force and effect.