

BUTCHER KERWEE WEBER BABY-Q GIVEAWAY PROGRAM TERMS

Promotion(s)	BUTCHER KERWEE WEBER BABY-Q GIVEAWAY PROGRAM
Promoter(s)	The Promotion is conducted by: 1. Promoter B – AQUADEV PTY LTD (ABN 40 088 269 792); trading as trading as MATCHLESS FOOD
Promotional Term	1. Program B - 12/08/2022 at 12:01 am AEST – 21/10/2022 at 11:59 pm AEST
Eligible Entrants	Open to Australian residents over the age of 18 subject to these Program Terms.
How to Enter	To participate in the Program, an Eligible Entrant must: 1. Program B - Purchase an Angus KERWEE beef product at a Participating Retailer, scan a QR Code and provide the required information to Promoter B .
Entries Permitted	Unlimited entries subject to the Program Terms and by completing the Entry Method. The Eligible Entrant is eligible to win a maximum of one (1) Prize in Program B.
Total Prize Pool	Program B – AUD \$349.00 – 1 x Weber Baby-Q
Draw Method	Program B — Computerised random selection – 21 October 2022 at 5:00 pm AEST.
Unclaimed Prize	Program B – Prizes must be claimed by 21 November 2022 at 5:00 pm AEST. In the event of an unclaimed Prize, the Prize will be redrawn on 21 November 2022 at 5:00 pm AEST.

1. AQUADEV PTY LTD (ABN 40 088 269 792); trading as **MATCHLESS FOOD** (collectively and interchangeably hereafter referred to as “**Matchless**” or “**We**” or “**Us**” or “**Our**” or the “**Promoter**”) offer individuals “**Participants**”, or “**You(r)**”) the opportunity to participate in their promotional give-away (the “**Program**”) for a chance to win one (1) Weber Baby-Q (the “**Prize**”) in Program B.
2. You can only participate in the Program in the manner specified by these Terms and Conditions, Our Privacy Policy, and Terms of Use (collectively, “**Program Terms**”).
3. The Program commences at **12:01 am AEST** on **12 August 2022** and ends at **11:59 pm AEST** on **21 October 2022** (the “**Promotional Term**”).
4. We will announce the Prize winner on **21 October 2022** and contact the winner using the contact details they have provided to us (the “**Draw**”).
5. We may also publish the name of the winner (for Program B) on Our website, and or social media at the end of the Promotional Term to announce the Prize winner.

6. We will re-draw the Prize after thirty (30) days until the Prize is claimed.
7. No part of the Prize is exchangeable, redeemable for cash or any other Prize or transferable, unless otherwise specified in writing by us.
8. If a Prize (or portion of a Prize) is unavailable We reserve the right to substitute the Prize (or that portion of the Prize) to a Prize of equal or greater value and specification, subject to any written directions of a regulatory authority.
9. No entry fee is charged by us to participate in the Program.
10. If there is a dispute as to the identity of an entrant or winner, we reserve the right, in Our sole discretion, to determine the identity of the Eligible Entrant or winner.
11. We reserve the right to terminate the Program at any time, for any reason. We reserve the right to amend or modify at any time these Program Terms and or the methods through which the Prize is earned or redeemed.
12. We reserve the right to disqualify any Participant or entrant from participation in the Program at any time at our sole discretion, including without limitation if he/she does not comply with any of these Program Terms, or otherwise fails to comply with any applicable laws.
13. If you have any questions about these Program Terms, please contact us at sales@matchlessfood.com.au

How to Participate

14. You may only participate in the Program during the Promotional Term, by:
 - 14.1. **Program B** - Scanning a QR code at any retailer and or butcher shop after purchasing any Angus KERWEE beef product ("**Participating Retailer**") and following the instructions to provide the requested information to us.
15. In respect of Program B, the submission of your contact information will constitute entry into the Program ("**Entry Method**") subject to these Program Terms which apply to Program B.

16. An entrant, who is a natural person (i.e. You as defined in clause one (1) above), and is fully compliant with the Program Terms is an **“Eligible Entrant”**.
17. An Eligible Entrant will receive one (1) entry into the Draw for the Prize in Program B for each purchase made at a Participating Retailer.

Program Terms

18. You will not participate in the Program where doing so would be prohibited by or contravene any applicable law or regulations.
19. You will not participate in the Program in any other manner if you disagree with the Program Terms in their entirety.
20. You will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Program, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledge that we may use any such marketing and editorial material without further reference or compensation to you.
21. You must comply with all Privacy and Anti-Spam Laws and refrain from distributing or referring our Program link in a manner that would constitute unsolicited commercial email or spam under any applicable law or regulation. Such conduct will be grounds for immediate termination of your account and or participation in the Program.
22. Eligible Entrants personal information will be collected by us and stored in our secure electronic database. We may use this information for future marketing purposes regarding Our products, including contacting participants electronically. We are bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and our privacy policy which is located at www.terramareprime.com.au/privacy-policy. Our privacy policy contains information about how participants may access, update and seek correction of the personal information we hold about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. We collect personal information about all participants to enable them to participate in the Program and may disclose the participants' personal information to third parties including its contractors and agents, Prize suppliers and service providers to assist in conducting Program B and to the State and Territory lottery departments if required under the relevant lottery legislation. If the Eligible Entrant does not provide their personal information or accurate information, they may be ineligible to enter or claim a Prize in the Program. Personal information collected from Eligible Entrants will not be disclosed to any entity located outside of Australia.

23. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Program Terms restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).

LIABILITY – BY PARTICIPATING IN THE PROGRAM ELIGIBLE ENTERANTS AGREE TO:

24. Defend, indemnify, release and hold harmless Promoter B, its parent companies, affiliates and subsidiaries, together with their respective employees, directors, officers, licensees, licensors, shareholders, attorneys and agents including, without limitation, their respective advertising and promotion entities and any person or entity associated with the production, operation or administration of the Program (collectively, the "**Released Parties**"), from any and all claims, actions, demands, damages, losses, liabilities, costs or expenses caused by, arising out of, in connection with, or related to a Eligible Entrant(s) participation in Program B (including, without limitation, any property loss, damage, personal injury or death caused to any person(s) and/or the awarding, receipt and/or use or misuse of the Program or any Prize).

25. WE SHALL NOT BE RESPONSIBLE FOR:

- 25.1. Late, lost, delayed, stolen, misdirected, incomplete, unreadable, inaccurate, unreliable, garbled or unintelligible entries, communications or Prize(s), regardless of the method of transmission or delivery;
- 25.2. Telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors;
- 25.3. Data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials including the Prize;
- 25.4. Any printing, typographical, administrative or technological errors in any websites or materials associated with the Program; or
- 25.5. Claims, demands, and damages in disputes among Eligible Entrants; or
- 25.6. Any other injuries, losses or damages of any kind resulting from acceptance, possession or use of a Prize, or from participation in the Program, that were not reasonably foreseeable to us at the relevant time.

26. We disclaim any liability for damage to any computer system, mobile device, tablet or electronic device resulting from participating in, or accessing, or submitting or downloading information in connection with the Program B, and reserve the right, in Our sole discretion, to cancel, modify or suspend the Program should a virus, bug, computer problem, unauthorized intervention or other cause beyond Our control corrupt the administration, security or proper operation of the Program.
27. We shall not be liable to any individual Eligible Entrant(s) for failure to supply any Prize or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasigovernmental entity (whether or not the action(s), regulations(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, tornado, hurricane, cyclone, tropical depression, tidal wave, rogue wave, cataclysm, tsunami, war (declared or undeclared), fire, flood, epidemic, pandemic, explosion, implosion, sink-hole, electron-magnetic pulse, coronal mass ejection, storm, geo-magnetic storm, magnetic pole reversal, pressure wave, ionised radiation, unusually severe weather, embargo, labour dispute or strike (whether legal or illegal), labour or material shortage, transportation interruption of any kind, work slowdown, civil disturbance, insurrection, riot, or any other similar or dissimilar cause beyond any of the released parties' control.
28. We reserve the right to cancel or suspend the Program should we determine, in Our sole discretion, that the administration, security or fairness of the Program has been compromised in any way.

29. ELIGIBLE ENTERANTS EXPRESSLY UNDERSTAND AND AGREE THAT:

- 29.1. Your entry and participation in B is at your sole risk;
- 29.2. The Program is provided on an "as is" and "as available" basis and We expressly disclaim all warranties, conditions and terms (collectively, "promises") of any kind, whether express or implied by statute, common law or custom, including, but not limited to, warranties as to products or services offered through the use of the program, implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, and no infringement;
- 29.3. We make and give no warranty that:
- 29.3.1. The Program will meet your requirements or be uninterrupted, timely, secure, or error free;

29.3.2. Any results obtained from the use of the Program will be accurate or reliable;
and

29.3.3. The quality of any products, Prizes, services, information, or other material obtained by you through the Program will meet your expectations, and any errors in the service will be corrected;

29.4. Any material downloaded or otherwise obtained through the use of the Program is accessed at your own discretion and risk, and you will be solely responsible for any damage to your computer system or mobile device or loss of data that results from the download or use of any such material.

30. LIMITATION OF LIABILITY AND INDEMNIFICATION

30.1. Eligible Entrants expressly understand and agree that We (including any vendors or service providers associated with or assisting us in providing the Program) shall not be liable to you to the maximum extent permitted under the any applicable law, for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to damages for loss of profit, goodwill, use, data, or other intangible losses (even where We have been advised of the possibility of such damages), resulting from:

30.1.1. The use or the inability to use the Program;

30.1.2. The cost of procurement of substitute goods and services resulting from any goods, data, information or services obtained or messages received or transactions entered into through, from, or as a result of the Program;

30.1.3. Unauthorised access to or alteration of Your transmissions or data;

30.1.4. Statements or conduct of any third party on or through the Program; or

30.1.5. Any other matter relating to the Program.

- 30.2. To the fullest extent possible permitted by law, our maximum liability arising out of or in connection with the Program shall not exceed the value of the Prize in either Prize Pool for Program B (1 x \$349.00).

PROHIBITED CONDUCT

- 31.** If the integrity of the Program cannot be restored after the occurrence of “**Prohibited Conduct**”, we reserve the right to cancel, change, or suspend the Program. By participating in the Program, Eligible Entrants agree not to use the Program to:

- 31.1.** Violate applicable law;
- 31.2. Infringe on Our intellectual property rights or that of any third party;
- 31.3. Stalk, harass, harm, menace, annoy, pester or cause a nuisance to another individual;
- 31.4. Collect or store personal information or data about other Eligible Entrants; Stalk, harass, or harm another individual;
- 31.5. Impersonate any person or otherwise misrepresent their identity;
- 31.6. Interfere with, disrupt or violate the Program Terms or servers or networks connected to the Program; or
- 31.7. Violate or disobey any requirements, procedures, policies, or regulations of such networks;
- 31.8. Interfere with another Eligible Entrant's use of the Program;
- 31.9. Attempt to gain unauthorised access to the Program, other accounts, computer systems, or networks connected to the Program;
- 31.10. Transmit any file that contains a malicious payload, viruses, worms, trojan horses, or any other contaminating or destructive features;
- 31.11.** Conduct any illegal activity or solicit the performance of any illegal activity or other activity that infringes the rights of others;
- 31.12. Resell, barter, trade, auction or otherwise generate income by providing access to the Program to others.

32. SPAM & BULK DISTRIBUTION

- 32.1. If an Eligible Entrant provides a link to Our Website by email or any other form of electronic communication, the email must be created and distributed in a personal manner that is appropriate and customary for communications with friends, colleagues and family members.

- 32.2. Bulk distribution to strangers, or any other promotion of the Program in a manner that would constitute or appear to constitute unsolicited commercial email or "spam" in Our sole discretion is expressly prohibited and may be grounds for immediate termination of the Eligible Entrant's participation in the Program. We have a no-tolerance spam policy.
- 32.3. We have no obligation to monitor the content provided by Eligible Entrants; however, We may choose to do so and block any email messages, remove any such content, or prohibit any use of the Program.
- 32.4. Eligible Entrant's must nonetheless comply with applicable law. Eligible Entrants who do not comply with the law, including antispam and Privacy Laws, are obligated to indemnify Us and all of the Released Parties against any liabilities, costs and expenses incurred as a result of such violation.

33. Fraudulent and Suspicious Behaviour

- 33.1. We may prohibit an Eligible Entrant from participating in the Program or claiming a Prize, in Our sole discretion, if We determine that such an Eligible Entrant is attempting to undermine the fairness, integrity or legitimate operation of the Program in any way by cheating, hacking, deception, or any other unfair playing practices of intending to annoy, abuse, threaten or harass any other Eligible Entrants, participants, third parties or any representatives of Promoter B.
- 33.2. Use of any affiliate website, affiliate network properties, automated systems, script, or macro to participate is strictly prohibited and will result in disqualification.
- 33.3. Eligible Entrants may not enter with multiple or fake emails addresses or accounts, use fictitious identities or use any system, bot or other device or artifice to participate in the Program or receive a Prize.
- 33.4. We reserve the right to disqualify any Eligible Entrants and/or cancel any Prize if we find an Eligible Entrant to be tampering with the entry process or the operation of the Program or violating these Program Terms in any way.
- 33.5. Failure by either Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.

WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE PROGRAM. SHOULD SUCH AN ATTEMPT BE MADE, WE RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING LEGAL FEES) TO THE MAXIMUM EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

34. Governing Law, Jurisdiction & Dispute Resolution

34.1. Any disputes or claims arising out of or in connection with the Program (including non-contractual disputes or claims) are governed by, and shall be construed in accordance with, the laws of South Australia, Australia.

34.2. All participants in the Program irrevocably agree that the courts of South Australia, Australia have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with the Program or its subject matter or formation (including non-contractual disputes or claims).

34.3. In the event that there is a dispute concerning the conduct of the Program or claiming a Prize, We will resolve the dispute in direct consultation with the participant(s). If the dispute cannot be resolved, Our decision will be final.