Tamar Valley Dairy Meal Delivery Consumer Promotion Terms & Conditions ("Conditions of Entry")

Schedule				
Promotion:	Tamar Valley Dairy Meal Delivery Consumer Promotion			
Promoter:	Lactalis Australia Pty Ltd ABN 56 072 928 879, Level 5, 100 Melbourne Street, South Brisbane QLD			
	Australia. Ph: 1800 676 961			
Promotional	Start time/date: 09:00 am AEDT on 27/10/25			
Period:	End time/date: 11:59 pm AEDT on 17/12/25			
Eligible	Entry is only open to ACT, NSW, QLD and VIC residents who are 18 years of age or over and who have			
entrants:	received a promotion leaflet and Tamar Valley Dairy Yoghurt sample.			
How to Enter:	To enter the Promotion, the entrant must scan the QR code on the leaflet and follow the prompts to			
	leave a review for the Tamar Valley Dairy Yoghurt sample on Bazaarvoice during the Promotional			
	Period.			
Entries	Limit of one (1) entry permitted per person.			
permitted:				
Winner	<u>Draw:</u>			
Determination:	• The draw will take place at Plexus, Level 4, 411 Collins Street, Melbourne VIC 3000 at 12:00 pm			
	AEDT on 12/01/26 using computerised random selection.			
	• The first twenty-six (26) valid entries drawn will be the winners of the prizes specified below.			
	The Major Prize will be drawn first followed by the Minor Prizes.			
	The draw conductor may select additional reserve entries in case an invalid entry or entrant is			
	drawn.			
	• If a draw is scheduled on the weekend or a public holiday, the draw will be conducted at the same			
	time and location on the following business day. The Promoter will ensure each draw is open for			
	public scrutiny and anyone may witness the draw on request. The winner of a drawn prize is			
	determined by chance.			
Total Prize	AU\$2,250.00			
Pool:				

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Major Prize: The prize is a \$1,000 True Rewards Visa Gift Card.		1	AU\$1,000.00	
Minor Prize The prize is a \$50 True Rewards Visa Gift Card.		25	AU\$50.00	
Further Prize	Any ancillary costs associated with redeeming a gift card are not included. Any unused balance of a			
Details:	gift card will not be awarded as cash. Redemption of a gift card is subject to any terms and conditions of the issuer including those specified on the gift card. See https://marketing.truerewards.com.au/visa-gift-card-terms/ for the full True Rewards Visa Gift Card Terms and Conditions.			
Winner	The winners will be contacted in writing via email within seven (7) days of the draw and the winner of			
notification:	the Major Prize published at https://tamarvalleydairy.com.au/promotion by 19/01/26.			
Unclaimed	Prize(s) must be claimed by 12:00 pm AEDT on 13/02/26. In the event of any unclaimed prize(s), an			
Prizes:	unclaimed prize draw will take place at the same time and place as the original draw on 16/02/26.			
	winner(s) of the unclaimed prize draw will be contacted in writing via email within seven (7) days and			
	the winner of the Major Prize published at https://tamarvalleydairy.com.au/promotion by 23/02/26. The draw conductor may select additional reserve entries in case an invalid entry or entrant is drawn.			

Number of this prize

Value (per prize)

Commented [AC1]: It is our understand that you must be aged 18 years or over to use ubereats.

Further please confirm the participating state

Commented [LC2R1]: Confirm

Commented [AC3]: How will you collect entrants details in order to conduct the draw?

Commented [LC4R3]: Bazaar Voice will share details of all those who left a review during the promo period. To be entered into the draw

Commented [AC5]: Please confirm the entry instructions.

Commented [LC6R5]: confirm these are correct

Commented [GM7]: Nicolette, please ensure the gift card has an expiry date of no less than 3 years

Commented [NB8R7]: Yes shall do

Commented [HK9]: Please confirm if this is the proposed method

Prize Description

If there are no prize winner(s) or winner(s) for this Promotion cannot be found, this information will be published at https://tamarvalleydairy.com.au/promotion.

- 1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and the Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and the Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
- The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Where applicable, entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
- 3. Valid and eligible entries will be accepted during the Promotional Period.
- 4. Employees (and their immediate family members) of the Participating Retailers, agencies/companies directly associated with the conduct of this Promotion, the Promoter, businesses involved in determination of winner/s for the Promotion, businesses involved in the management of the Promotion, any organisation benefiting from the Promotion, the Promoter's distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" 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 1st cousin.
- 5. All reasonable attempts will be made to contact each winner.
- 6. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize within a reasonable time, as specified by the Promoter, they will forfeit the prize and the Promoter is not obliged to offer a substitute prize.
- 7. Where entry is allowed by purchase or subscription, the cost of the product or service is no greater than the cost would be without the opportunity to participate in the Promotion.
- 8. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
- 9. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and specification.
- 10. No entry fee is charged by the Promoter to enter the Promotion. Where entry is allowed online, there is no additional cost to enter the Promotion other than any cost paid by the entrant to access the website or social media platform of entry via their Internet service provider.
- 11. Each prize will be awarded to the person named in the entry and any entry that is made on behalf of an entrant or by a third party will be invalid. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
- 12. Entrants' personal information will be collected by the Promoter directly or through the Promoter's agents or contractors. Personal information will be stored on the Promoter's database. All entries become the property of the Promoter. The Promoter collects personal information about entrants to run this Promotion and may disclose entrants' personal information to its related entities and to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion. This may include disclosures to organisations outside Australia. including in places such as the Philippines. The Promoter may also disclose entrants' personal information to the State and Territory lottery departments as required under the relevant lottery legislation. By entering, entrants consent to receive email or SMS messages from the Promoter without any functional unsubscribe facility if they relate primarily to the conduct of this Promotion. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. The Promoter will use and handle personal information as set out in its Privacy Policy, which can be viewed at https://lactalis.com.au/wp-content/uploads/2024/05/Privacy-Policy-Lactalis-April-2024.pdf and includes information about: (a) how an entrant can seek access to the personal information the Promoter holds about them and seek correction of the information; and (b) how to complain about a privacy breach and how the Promoter will deal with such a complaint.

Commented [HK10]: We require our privacy notice to be included in these T&Cs.

- 13. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and postcode of residence.
- 14. It is a condition of accepting the prize that a winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize.
- 15. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry in the event of any inconsistency. To the extent permitted by law the Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
- 16. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry 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).
- 17. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may, in its sole discretion, cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.
- 18. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). If a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid. Entrants who the Promoter has reason to believe have tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion will be disqualified. Errors and omissions may be accepted at the Promoter's discretion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- 19. All material submitted on entry (e.g. product review(s)) must NOT: (a) be in breach of any laws, regulations and rights, e.g. any laws regarding intellectual property (copyright, trademarks, etc), defamation and privacy; (b) be defamatory, obscene, derogatory, pornographic, sexually inappropriate, contain nudity, aggressive, violent, abusive, harassing, threatening, objectionable or discriminate/vilify any section of the community with respect to race, ethnicity, nationality, religion, origin, sexual preference, mental illness, disability or gender or unsuitable for publication; or (c) contain viruses. Entrants warrant that the use by the Promoter of any such entry will not breach any laws or infringe the rights of any person (including without limitation with respect to privacy, intellectual property and defamation). Entrants must obtain prior consent from any person or from the owner(s) of any property that appears in their entry. By entering, all entrants license and grant the Promoter, its affiliates and sub-licensees an exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (including any portion of their entry) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability. The Promoter will not be liable for any entries, to the extent permitted by law.. Entrants agree to indemnify the Promoter for any breach of the Terms and Conditions of Entry including this clause.
- 20. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. If there is a dispute concerning the conduct of the Promotion or claiming a prize, the Promoter will resolve the dispute in direct consultation with the entrant. If the dispute cannot be resolved the Promoter's decision, acting reasonably, will be final.

- 21. 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, claim, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation). For the sake of clarity, this clause shall not apply where the Promoter has contributed to or caused such loss, expense, damage, personal injury or death and shall not apply to any liability which cannot be excluded by law (in each case the Promoter's liability is limited to the minimum allowable by law).
- 22. The winner(s) will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
- 23. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
- 24. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.

Commented [GM11]: Nicolette - is this relevant?

Commented [NB12R11]: Yes incase we want to use on