



## TERMS & CONDITIONS

### Schedule to Terms & Conditions of entry

<b>Promotion name</b>	Tibaldi Signature Collection Gozney Pizza Oven Competition
<b>Eligible States/Territories</b>	VIC, NSW, QLD, SA, WA, TAS, ACT, NT
<b>Promotion period</b>	Start: 12.02.2024 12:00 AM AEST End: 22.03.2024 11:59 PM AEST No entries will be accepted outside this time.
<b>Website address</b>	<a href="http://www.tibaldi.com.au/win">http://www.tibaldi.com.au/win</a>
<b>Promoter</b>	Tibaldi (Aust) Pty Ltd  ABN: 18 664 117 248  22-26 Buckland Street Clayton VIC 3168
<b>Eligible entrants</b>	Entry to the Promotion is open to Australian residents in all eligible states/territories who fulfil the method of entry requirements and are 18 years of age or older.
<b>Details of prizes</b>	Winners will be drawn randomly, and prizes awarded based on provision of a proof of purchase supermarket receipt.  Prizes are as follows:  <b>3 Major Prize packages, each consisting of:</b> <ul style="list-style-type: none"><li>• Gozney Rocbox Pizza Oven (worth \$799); and</li><li>• \$150 Woolworths Supermarket eGift Card; and</li><li>• \$350 worth of Pizza Oven Accessories</li></ul> <b>50 Minor Prizes of:</b> <ul style="list-style-type: none"><li>• \$100 Woolworths Supermarket eGift Card</li></ul>
<b>Total number of prizes</b>	53

<b>Total prize value</b>	Total prize pool (inc GST): \$8,897
<b>Method of entry</b>	<p>To enter, an Eligible entrant must, during the Promotion period:</p> <ol style="list-style-type: none"> <li>1. Purchase a Signature Collection Ham 120g Pack.</li> <li>2. Follow the competition details for entry and enter your details on the Tibaldi competition website page <a href="http://www.tibaldi.com.au/win">www.tibaldi.com.au/win</a></li> <li>3. Include your Woolworths receipt barcode number or online order number.</li> <li>4. Retain your Woolworths receipt as proof of purchase. (This will be required to claim your prize should your name be drawn. Please note that your Woolworths receipt barcode should match the barcode number you enter).</li> <li>5. Entrants may enter multiple times for more chances to win, ensuring you include your unique Woolworths receipt barcode number each time you enter. Don't forget to retain your receipt as proof of purchase. 1 entry per purchase.</li> </ol>
<b>Maximum number of entries</b>	1 per household per day during the Promotion period.
<b>Prize draw</b>	<p>The draw will be supervised by a panel by the Promoter.</p> <p>The prize draw will begin 25.03.2024 3:00PM AEST.</p> <p>Prize winners will be drawn at random, in descending order of prize value.</p> <p>Location of the prize draw:  Tibaldi (Aust) Pty Ltd  22 - 26 Buckland St  Clayton VIC 3168</p>
<b>Notification of winners</b>	Winners will be notified via email or phone no later than 28.03.2024.
<b>Public announcement of winners</b>	<p>The winners will be published here:</p> <p><a href="http://www.tibaldi.com.au/win">www.tibaldi.com.au/win</a> on</p> <p>29.03.2024</p>
<b>Unclaimed prize draw</b>	<p>If the prize(s) are unclaimed by the unclaimed prize draw date, the Promoter will award the prize(s) to the Eligible entrant(s) by way of a secondary random draw, subject to any directions from any regulatory authority.</p> <p>Unclaimed prize draw date: 10:00 AM AEST on 26.04.24.</p> <p>Location of unclaimed prize draw:  Tibaldi (Aust) Pty Ltd  22 – 26 Buckland St  Clayton VIC 3168</p>

<b>Notification of unclaimed prize winners</b>	Unclaimed prize winners will be notified via email or phone no later than 30.04.24.
<b>Public announcement of winners from unclaimed prize draw</b>	The winners of unclaimed prizes will be published here: <a href="http://www.tibaldi.com.au/win">www.tibaldi.com.au/win</a> on 30.04.24

## Terms & Conditions of entry

1. Information on how to enter and prize details form part of these terms & conditions (**Terms of entry**). The Terms must be read in conjunction with the Schedule. The Schedule defines the terminology used in these Terms of entry. Where there is any inconsistency between these Terms and the Schedule, the Schedule prevails. Participation in this Promotion is deemed acceptance of these Terms of entry. Each entrant is responsible for ensuring their familiarity with these Terms of entry at the time of participation.
2. The Promoter's decision not to enforce a specific provision of these Terms of entry (whether communicated to an entrant or not) does not constitute a waiver of that provision or of the Terms of entry generally. All entrants acknowledge that the Promoter can rely on the Terms of entry even if the Promoter learns of an entrant's ineligibility after the Promoter has awarded a prize to the ineligible entrant. Return of a prize to the Promoter may be required by the Promoter if this occurs.
3. The Promoter reserves the right to alter these Terms of entry at any time, subject to any applicable laws, license or permit restrictions.
4. Entry is open only to legal residents of the Eligible States/Territories who satisfy the Method of entry. Directors, officers, management, employees, suppliers (including prize suppliers) and contractors (and the immediate families of directors, officers, management, employees, suppliers and contractors) of the Promoter and of its related bodies corporate, and of the agencies and companies associated with this Promotion, are ineligible to enter. Immediate family means any of the following: spouse (including de-facto spouse), ex-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.
5. The Promotion will be conducted during the Promotion period.
6. The Prize/s are specified in the Details of prizes section of the Schedule.
7. The total prize pool is specified in the Total prize value section of the Schedule.
8. Any prize is valued in Australian dollars unless expressly stated to the contrary.
9. Entrants are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of their prize(s). The Promoter accepts no responsibility for any tax implications that may arise from accepting a prize. Entrants are responsible for any and all expenses that they incur in entering the competition and they will not be reimbursed regardless of whether or not they win the competition.
10. The entrants must follow the Method of entry during the Promotion period to enter the Promotion. Failure to do so will result in an invalid entry. The Promoter will not advise an entrant if their entry is deemed invalid.

11. The time of entry will be deemed to be the time the entry is received by the Promoter. Only entries received prior to the end of the Promotion period will be valid and included in the Promotion.
12. Entrants may submit up to the Maximum number of entries (if applicable).
13. The Promoter accepts no responsibility for any late, lost, delayed, incomplete, incorrectly submitted, corrupted, illegible or misdirected entries, claims or correspondence whether due to omission, error, alteration, tampering, deletion, theft, destruction, disruption to any communication network or medium, or otherwise including those entries not received by the Promoter for any reason. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. No correspondence will be entered into.
14. The use of any automated entry software or any mechanical, electronic or other means that enables an entrant to duplicate or tamper with entries or to automatically enter repeatedly. is prohibited and will disqualify that entrant.
15. Any conduct on the part of an entrant that has the effect or intent of breaching these Terms of entry, tampering with the entry process, or jeopardising or interfering with the lawful, proper and fair conduct of the Promotion in any way, will automatically disqualify the entrant from participating in the Promotion. The Promoter reserves its legal rights to recover damages and other compensation from that entrant and that entrant agrees to indemnify the Promoter (and its directors, officers, employees, agents, and related companies) for any losses, costs, expenses and damage incurred in connection with such conduct.
16. The prize(s) will be awarded to Eligible entrants as drawn and judged in accordance with the Prize draw details. If drawn once, that entry will be excluded from the rest of the draws. Winning entrants must provide proof of purchase, to the Promoter's satisfaction, in order to claim a prize. Failure to provide requested proof of purchase may, in the Promoter's sole discretion, result in the disqualification or invalidation of any or all of the entrant's entries and/or forfeiture of any right to a prize. The Promoter's decision in this regard is final and no correspondence will be entered into.
17. The winner does not need to be present at the draw unless expressly stated to the contrary.
18. The winner(s) will be notified in accordance with the Notification of winners and Notification of unclaimed prize winners (if applicable) sections of the Schedule. Notification to winners will be deemed to have occurred on the later of the time the winner receives actual notification from the Promoter or two business days after the Promoter issues notification. The notification will include details about how the prize(s) can be claimed, including free delivery.
19. In order to receive notification of winning, and to claim or redeem any prizes won, entrants are responsible for having ongoing access to, and regularly checking, their nominated email address and mobile device including message service.

20. The Promoter takes no responsibility where it is unable to contact prize winners who have not provided correct or complete contact details. If an entrant's contact details change during the Promotion period, it is the entrant's responsibility to notify the Promoter. A request to modify any entry information should be directed to the Promoter by contacting [customercare@tibaldi.com.au](mailto:customercare@tibaldi.com.au).
21. It is a condition of accepting any prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
22. The winner(s) name, postcode and state/territory of residence will be published in accordance with the Public announcement of winners section of the Schedule (if applicable) and winning entrants consent to the Promoter publishing such of their personal information on the Promoter's website and/or in any other media, as required by any relevant Australian State or Territory regulatory authority and/or in accordance with any applicable license or permit conditions.
23. The promoter may conduct an Unclaimed prize draw in accordance with the Unclaimed prize draw section of the Schedule (if applicable). In the event the Unclaimed prize draw takes place, all valid and eligible entries submitted during the Promotion period (other than those selected as winners in the Prize draw) will be included in the Unclaimed prize draw, and the Promoter will attempt to contact the winner(s) of the Unclaimed prize draw in accordance with the Notification of unclaimed prize draw section of the Schedule, and if applicable, the name, postcode and State/Territory of residency of any winner(s) of the Unclaimed prize draw will be published in accordance with the section of the Schedule entitled Public announcement of winners from unclaimed prize draw and winning entrants consent to such publication. If a prize is no longer capable of being redeemed, the new winner will receive a prize, as determined by the Promoter, of equivalent value (as if the original prize had been awarded to that person, less any administrative expenses incurred by the Promoter).
24. To the greatest extent permitted by law, the Promoter excludes all warranties, representations or guarantees (**Warranties**) regarding the Promotion and any prizes, including any Warranties which may have been made in the course of advertising or promoting the Promotion. The conduct of the Promotion or the supply of prizes may involve third parties, and the Promoter makes no Warranties and disclaims all liability in connection with any such third parties, their acts or omissions. By entering the Promotion, an entrant releases and indemnifies the Promoter and its related bodies corporate (including the officers, employees and agents of each) from and against all actions, penalties, liabilities, claims or demands the entrant may have against the Promoter or that the Promoter may incur for any loss or damage which is or may be suffered or sustained as a direct or indirect result of an entrant entering or participating in the Promotion or winning or failing to win a prize, or using or permitting any other person to use the prize, except for any liability which cannot be excluded by law or which would cause any part of this clause to be void or unenforceable.
25. If, despite the foregoing clause, the Promoter incurs a liability to an entrant under any law which implies a Warranty into these Terms of entry which cannot legally be excluded, the Promoter's liability in respect of the Promotion is limited, in the Promoter's discretion, to either resupplying such goods or services as form part of the Promotion, or paying the cost of resupplying those goods or services.

26. Without limiting any of the foregoing, in no circumstances will an entrant or the Promoter have any liability to the other for any loss or damage suffered which is indirect or consequential in nature, including without limitation any loss of profit, loss of reputation, loss of goodwill, or loss of business opportunity.
27. The Promoter and its associated agencies and companies will not be liable for any delay, damage, or loss in transit of prizes.
28. The Promoter may in its absolute discretion not accept a particular entry, may disqualify an entry, or cancel the entire Promotion at any time without giving reasons and without liability to any entrants. Without limiting this the Promoter reserves the right to verify the validity of all entries, prize claims and the eligibility of all entrants and to disqualify any entrant who submits an entry or prize claim that is misleading or not in accordance with these Terms of entry or who manipulates or tampers with the entry process. In the event that a winner breaches these Terms of entry, the winner will forfeit the prize in whole and no substitute will be offered. Verification is at the discretion of the Promoter, whose decision is final. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
29. Prizes, or any unused portion of a prize, are not transferable, refundable, or exchangeable and cannot be taken as cash. Where a prize is unavailable for any reason, the Promoter may substitute the prize for another item of equal or higher value. The Promoter accepts no responsibility for any variation in prize value (including between advertising of the Promotion and receipt of the prize).
30. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability (or that of a third party involved with the Promotion) to proceed with the Promotion on the dates and in the manner described in these Terms of entry, including but not limited to vandalism, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter's obligations in respect of the Promotion will be suspended for the duration of the event and, in addition, the Promoter may in its absolute discretion cancel the promotion and recommence it from the start on the same conditions, subject to approval of the relevant authorities.
31. All entries become the property of the Promoter. The entrant agrees to indemnify the promoter against all claims and costs by third parties arising from a breach of the warranty set out in this condition.
32. Entrants consent to the Promoter using the personal information provided in connection with this Promotion for the purposes of facilitating the conduct of the Promotion and awarding any prizes, including to third parties involved in the Promotion and any relevant authorities. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter including third parties may, for an indefinite period, unless otherwise advised, use the personal information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant.
33. The collection and disclosure of personal information provided in connection with this promotion

will be handled in accordance with the Promoter's Privacy Policy which adheres to the *Privacy Act 1988* (Cth) and Australian Privacy Principles.

34. Winning Entrants consent to the Promoter using their name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media without remuneration for the purpose of promoting or advertising this Promotion and the Promoter's business and agree that any such images will remain the property of the Promoter.
35. The Promotion and these Terms of entry will be governed by the law of the State or Territory in which the Promoter ordinarily resides. Entrants accept the non-exclusive jurisdiction of courts and tribunals of that State or Territory in connection with disputes concerning the Promotion.
36. Facebook, YouTube, Instagram or Snapchat may be used to advertise or promote the Promotion. By entering the Promotion, entrants agree that the Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, YouTube, Instagram or Snapchat; and to release Facebook, YouTube, Instagram or Snapchat from all liability in relation to this Promotion. Any questions, comments or complaints regarding the Promotion should be directed to the Promoter and not Facebook, YouTube, Instagram or Snapchat.
37. All queries, issues and concerns in connection with this Promotion are to be directed to the Promoter at [customer care@tibaldi.com.au](mailto:customer care@tibaldi.com.au) or by calling the Promoter's Customer Care Team on +61 3 9541 1500 during office hours. All disputes are to be adjudicated by the Promoter.

Authorised under: ACT TP 23/02622.1, SA TP23/2009