

## TERMS AND CONDITIONS

### Stephanie Alexander “Kitchen Garden Companion: Growing Prize Pack” Competition

#### ENTRY INTO THE COMPETITION

1. Entry into Stephanie Alexander “Kitchen Garden Companion: Growing Prize Pack” (the “Competition”) is open to Australian residents aged 18 years or over.

The Promoter is STEPHANIE ALEXANDER of 18 Acacia Place Abbotsford 3067 VIC, Australia (the “Promoter”). Information on how to enter forms part of the terms of entry. Entry into the Competition is deemed acceptance of these terms and conditions.

2. The officers, management and employees (or immediate family of an officer, manager or employee) of the Promoter, the agencies associated with this Competition and their related bodies corporate are not eligible to enter.
3. Competition begins at 12.00pm (AEST) on 18 April, 2016 and closes at 11.59pm (AEDT) on 8 May, 2016 (the “Competition Period”).
4. To enter the Competition and be eligible to win, entrants must complete the entry form at <http://www.stephaniealexander.com.au/2016/03/kitchen-garden-companion-growing-giveaway>. Only one entry per household is permitted.
5. To be eligible, all entries must include the entrant’s name, email address, and must answer a question in 25 words or less. Incomplete entries or those with defamatory, pre-used, copyrighted or offensive content will be ineligible. It is the entrants’ responsibility to inform the Promoter if their email address changes during the Competition Period.
6. The use of any automated software or any other mechanical or electronic means that permits the participant automatically to enter repeatedly is prohibited (“Repeat Entry Device”). If the Promoter reasonably believes that an entrant is using any Repeat Entry Device, the Promoter may disqualify that entrant without notice.

#### PRIZE

7. There are 6 Prizes in total. Each Prize consists of: 1 x Kitchen Garden Companion: Growing (valued at \$49.99), 1 x Galvanised Storage Caddy (\$49.99), 1 x Garden Hand Trowel (\$29.99) and 1 x Garden Hand Rake (\$29.99)
8. The total maximum Prize pool value is AUD\$959.76. 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 date the Prize is claimed. All Prize values are in Australian dollars.

9. The Prize is not transferable or redeemable for cash. The Prize or any element of the Prize cannot be exchanged for any other prize/s. The contents of the Prize will be at the Promoter's sole discretion. The Prize is subject to availability and the terms and conditions of the entities supplying the Prize.

## **JUDGING AND AWARD OF PRIZE**

10. The Competition will be judged on the basis of creativity at 18 Acacia Place Abbotsford 3067 VIC, Australia, on 11 May 2016.
11. Chance plays no part in the selection of the Prize winners. The Prize winners will be notified via email. The Prize must be claimed by responding to the winner notification email within 7 days of the winner notification email being sent.
12. If a Prize winner cannot be contacted or does not claim the Prize by the stipulated date, then the Prize will be forfeited and a substitute prize will not be offered in lieu of the Prize.

## **GENERAL**

13. All entrants agree to provide the Promoter or the Promoter's authorised agent with proof of identity, residency, age and/or proof of entry validity if selected as the Prize winner/s or if reasonably requested by the Promoter or the Promoter's authorised agent. Proof of age, identification, residency and entry considered suitable for verification is at the sole discretion of the Promoter. In the event that the Prize winner cannot provide suitable proof, the Prize winner will forfeit the Prize in whole and no substitute will be offered.
14. No responsibility will be taken by the Promoter for any changes in dates, times or cancellations or other arrangements that may prevent the Prize winner from winning the Prize.
15. The Promoter reserves the right, in its absolute discretion, at any time before the awarding of the Prizes to cancel or vary the Competition or to vary or cancel the award of the Prizes including, without limitation, circumstances where in the Promoter's opinion (which it shall form in its absolute discretion):
  - (a) a Prize winner does not satisfy the Competition entry requirements; or
  - (b) the Promoter cannot conduct the Competition or award the Prize/s for any reason beyond its control.
16. In the event that the Promoter cancels or varies the Competition or varies or withdraws the Prizes it shall not:
  - (a) 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
  - (b) be required to conduct the Competition at any other time.
17. No responsibility will be accepted by the Promoter for late, lost or misdirected entries and all entries are deemed to be received at the time of receipt of the

entry into the Promoter's database and NOT time of transmission by the entrant. The Promoter will accept no responsibility for any delays to entry caused by technical disruptions or malfunctions. The Promoter accepts no responsibility for outdated or incorrect contact details or contact details by which the entrant cannot be contacted during business hours on the relevant dates.

18. The Promoter will use the personal information contained in your entry to conduct the promotion, and award the prize. If you win a prize, the Promoter can use your name to credit you for your entry and for marketing purposes. All entries become the property of the Promoter. Once submitted, your entry will not be returned to you.
19. By entering the promotion, Eligible Entrants acknowledge that the Promoter is granted a worldwide, non exclusive, irrevocable licence in perpetuity to reproduce, publish, adapt, communicate and broadcast all or part of their entry in any media and inclusion in the Promoters products and marketing materials.
20. You warrant that:
  - (i) all details provided with your entry are true and accurate;
  - (ii) you have all necessary rights and licenses to grant the rights set out in these Terms and Conditions;
  - (iii) the exercise of the rights granted to the Promoter in these Terms and Conditions will not infringe the rights of any third parties; and you will indemnify the Promoter against any loss or damage resulting from any breach of these warranties.
21. You acknowledge that the Promoter is under no obligation to exercise any of the rights granted to it by these Terms and Conditions.
22. You agree that the Promoter may use your entry and any personal details provided to the Promoter for any promotional, marketing and publicity purposes of the Promoter in any media without notice and without any fee paid to you.