

## TERMS & CONDITIONS LIKE AND COMMENT FOR YOUR CHANCE TO WIN A KOBOLD 2-IN-1 VAC MOP, A \$500 THEMIX SHOP GIFT CARD OR A \$200 THEMIX SHOP GIFT CARD

## **TERMS AND CONDITIONS OF ENTRY**

- 1. Information on how to enter forms part of these conditions. Entry into the promotion constitutes the entrants' acceptance of these terms and conditions.
- 2. Entry is only open to Australian residents 18 years and over. Thermomix® Consultants, Team Leaders, and Employees (and their immediate families) of the Promoter, and agencies associated, are ineligible to enter. Extended family members are authorised to participate.
- 3. The competition commences at 09:00AM AWST on 14 September 2022 and closes at 12:00PM AWST on 19 September 2022. The time of entry will in each case be the time the entry is received by the Promoter. The Promoter accepts no responsibility for any late, lost or misdirected entries not received by the Promoter or delays in the delivery due to technical disruptions, network congestion or for any other reason.

## **HOW TO ENTER:**

- 4. a) Like the post pertaining to this competition on the Thermomix® Australia Facebook page
  - b) Comment on the post pertaining to this competition to share how a Thermomix® has saved you money. This competition is a game of chance and the entrant will be chosen by random draw. Each comment on the post with a savings tip is counted as one entry. Multiple entries are permitted in separate comments.

## THE WINNERS:

- 5. There will be THREE (3) prize winners, chosen from valid entries via Facebook at random using a random draw generator.
- 6. The 1<sup>st</sup> prize winner will receive a Kobold 2-in-1 Vacuum Mop valued at \$1,999, the 2<sup>nd</sup> prize winner will receive a \$500 TheMix shop gift card and the 3<sup>rd</sup> prize winner will receive a \$200 TheMix shop gift card.
- 7. The maximum total retail value of the prize pool is AUD \$2,699
- 8. The promoter reserves the right to promote the winning entries on Facebook
- 10. The judging will take place at 11.05AM AWST on Tuesday 20 September 2022.
- 11. The winners will be contacted on Tuesday 20 September 2022 via direct/private message on the social media profile they entered the competition with. Once all the winners have been contacted and their identity confirmed by email, their first name, last initial and state will be published on the Thermomix Australia website after 21 September 2022.
- 12. The Promoter reserves the right to request each winner provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity in order to claim the prize. Proof of identification, residency and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
- 13. The decision is final and no correspondence will be entered into. The prize is not exchangeable, transferrable, or redeemable for cash.



- 14. The Promoter reserves the right to verify the validity of entries and to disqualify any entry which, in the opinion of the Promoter, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these Terms & Conditions of entry or who has, in the opinion of the Promoter, engaged in conduct in entering the promotion which is fraudulent, misleading, deceptive or generally damaging the goodwill or reputation of the competition and/or Promoter. The Promoter reserves the right to disqualify a winner if the Promoter becomes aware that the winner and/or the winner's entry is of a type described in this clause.
- 15. The Promoter collects entrants' personal information in order to conduct the promotion. By entering the promotion, each entrant also agrees that the Promoter may use entrants' video, written or photographic content used to enter the competition, name and suburb, and the winners' name, suburb and photographs and/or video content used to enter the competition, where applicable, in any media for future promotional, marketing and publicity purposes without notice, without further reference, without payment or other compensation.
- 16. Entrants are required to take full responsibility for the content of their entry and for ensuring that their entry complies with these Conditions of Entry. For the purposes of these content requirements, "entry content" includes any content (including text, photos, videos and social media captions) that entrants submit, upload, transmit, publish, communicate or use in connection with their entry into the Promotion. Entries must be the entrant's original work. The Promoter reserves the right to verify, or to require the entrant to verify, that the entry is the entrant's original work. If an entry cannot be verified to the Promoter's satisfaction, the entry will be deemed invalid. The Promoter may, in its absolute discretion, edit, modify, delete, remove or take-down any part of an entrant's entry. An entrant's entry must not include:
  - a) any image or voice of any other person without that person's express consent. Entrants warrant that if any such content is included, they have obtained the express consent of the relevant person;
  - any content that contravenes any law, infringes the rights of any person or is potentially insulting, inflammatory, defamatory, obscene, offensive, discriminatory, indecent or otherwise objectionable or inappropriate (which includes, without limitation, any content involving nudity, malice, excessive violence or swearing); and
  - c) any literary, dramatic, musical or artistic work, any audio-visual or sound recording, or any other item in which copyright subsists, unless the entrant is entitled to do so. If an entrant has any doubts about whether they have the right to include any content (for example, recorded music) they must not include it. By including any such content in their entry, the entrant warrants that they have the permission of the relevant copyright owner to do so and that this permission allows the Promoter to use the entry in accordance with these Conditions of Entry.

The Promoter reserves the right to disqualify a winner if the Promoter becomes aware that the winner and/or the winner's entry is of a type described in this clause.

- 17. The Promoter shall not be liable for any loss or damage whatsoever that is suffered by any participant (including but not limited to indirect or consequential loss), or for any personal injury suffered or sustained as a result of accepting the prize, except for any liability that cannot be excluded by law. The Promoter shall not be responsible for any entries that are not received, or are otherwise interfered with, due to problems beyond the control of the Promoter.
- 18. In the case of the intervention of any outside agent or event which naturally changes the result or prevents or hinders its determination, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strikes; the Promoter may in its absolute discretion cancel the promotion and recommence it from the start on the same conditions subject to applicable legislation.
- 19. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants understand that they are providing their information to the Promoter and not to Facebook. The information an entrant provides will only be used for the purposes outlined in these Terms & Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Facebook. Facebook will not be liable for any loss or damage or personal injury, which is suffered or sustained by an entrant, as a result of participating in the promotion (including taking/use of a prize except for any liability), which cannot be excluded by law.
- 20. The Promoter is The Mix Australia Pty Ltd ABN 88 069 944 930 30 Ledgar Road, Balcatta WA 6021