

FISHERMAN'S FRIEND COFFEE BREAK FRIEND PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The Promoter is Stuart Alexander & Co Pty Ltd (ABN 43 000 058 677) of Level 3, 1 Smail Street, Ultimo NSW 2007, telephone 1800 225 417.
3. Entry is only open to Australian residents aged 18 years or over. Employees (and their immediate families) of the Promoter, Participating Retailers (as defined below) and agencies associated with this promotion are ineligible to enter. Immediate family 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.
4. Entries into the promotion open on Monday 29/04/2019 and close at 11:59pm AEST on Sunday 21/07/2019 ("**Promotional Period**"). All times referred to herein are AEST as applicable in NSW.
5. To be eligible to enter, individuals must purchase any Fisherman's Friend product from a Participating Retailer during the Promotional Period. A participating retailer is any retailer nationally that displays advertising material for the promotion ("**Participating Retailer**"). A full list of Participating Retailers can be found at www.winwithfishermansfriend.com.au.
6. To enter, individuals must then visit www.winwithfishermansfriend.com.au, follow the prompts to the promotion entry page, input the requested details, upload a copy of their purchase receipt and submit the fully completed entry form during the Promotional Period. For every Fisherman's Friend product purchased, individuals will be eligible to submit one (1) entry into the draw. For example, if an individual is to purchase three (3) Fisherman's Friend products in a single transaction, they will be eligible to submit three (3) entries into the draw, subject to each entry being submitted separately and in accordance with entry requirements.
7. Entrants must retain their original purchase receipt(s) for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant's entries and forfeiture of any right to a prize. Purchase receipt(s) must clearly specify the store of purchase and that the purchase was made during the Promotional Period but prior to entry.
8. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
9. Incomplete or indecipherable entries will be deemed invalid.

10. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
11. There will be one (1) draw conducted for the Minor Prizes each week during the Promotional Period from the entries received during that week (i.e. Monday to Sunday), for a total of twelve (12) draws ("**Weekly Draws**"), and there will be one (1) draw conducted for the Major Prize from all entries received during the Promotional Period ("**Major Draw**"). Entries into each Weekly Draw will open at 12 midnight on Monday and close at 11.59pm on Sunday each week. Non-winning entries in each Weekly Draw will be entered into any subsequent Weekly Draw(s), and all entries (including the Weekly Draw winners) will be entered into the Major Draw.
12. All draws will take place at Zinc Group, Level 4, 48 Chippen Street, Chippendale NSW 2088. Each Weekly Draw will take place at 12noon on the Tuesday after entries close for that Weekly Draw, with the first Weekly Draw taking place on Tuesday 07/05/2019 and the last Weekly Draw taking place on Tuesday 23/07/2019. The Major Draw will take place at 12noon on Friday 26/07/2019, in the presence of an independent scrutineer.
13. The winners will be notified by email within two (2) business days of the relevant draw and their names will be published online at www.winwithfishermansfriend.com.au from Monday 03/06/2019 (Weekly Draws 1-4), Monday 01/07/2019 (Weekly Draws 5-8) and Friday 02/08/2019 (Weekly Draws 9-12 and the Major Draw). Winners must follow the instructions in the notification email in order to claim a prize.
14. The Promoter's decision is final and no correspondence will be entered into.
15. The first thirty (30) valid entries drawn randomly in each Weekly Draw will each be awarded a Frank Green reusable coffee cup valued at AU\$34.95 ("**Minor Prize**"). The Minor Prizes will be sent to each winner via post to the residential address specified on the winner's entry. In the event their residential address has changed since the time of entry, the onus is on the winner to notify the Promoter of any such change.
16. The first valid entry drawn randomly in the Major Draw will win a trip for two (2) adults to Brazil valued at up to AU\$11,000 depending on point of departure, airfares and accommodation costs at the time of booking ("**Major Prize**"). The Major Prize includes:
 - Two (2) x return economy airfares from winner's nearest capital city in Australia to Rio de Janeiro;
 - Return transfers between airport and accommodation;
 - Five (5) nights twin share 4-star accommodation including breakfast daily (on set menu);
 - A tour for two (2) exploring the famous landmarks of Rio de Janeiro including a Brazilian BBQ; and
 - A tour for two (2) to the Brazilian countryside exploring the coffee valley.

Spending money, additional meals, taxes (excluding airline and airport taxes), insurance, passports, visas, vaccinations, transport to and from departure point, transfers, items of a personal nature, in-room charges and all other ancillary costs are not included. The Major Prize must be taken by 31/07/2020 and is subject to booking and flight availability. The Major Prize cannot be taken during Australian school holidays, public holidays or other peak periods. The winner and his/her companion are responsible for ensuring that they have valid passports, and any requisite visas, vaccinations and travel documentation (see clause 17 below). The winner and his/her

companion must depart from and return to the same departure point and travel together. Itinerary to be determined by the Promoter in agreement with the winner but in the event that agreement cannot be reached, the Promoter reserves the right to determine the itinerary. Frequent flyer points will not form part of the prize. Prize is subject to the standard terms and conditions of individual prize and service providers. The winner may be required to present their credit card at time of accommodation check in.

17. The Major Prize winner and his/her companion will be responsible for organising their own travel documents, including (but not limited to) a valid passport and any Visa or Visas required for travel to Brazil. The Promoter will not be responsible for any change of booking fees, cancellation fees or other payments made in connection with:
 - flights or other travel bookings that the winner misses or changes or cancels;
 - rejected passport applications; or
 - rejected Visa applications.
18. The Promoter recommends that the winner and his/her companion take out any necessary travel insurance to cover them during any travel for the Major Prize.
19. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend or modify a prize, subject to any written directions from a relevant regulatory authority.
20. A draw for any unclaimed prizes will take place on 28/10/2019 at the same time and place as the original draws, subject to any directions from a regulatory authority. Winners, if any, will be notified in writing within two (2) business days of the redraw and their names will be published online at www.winwithfishermansfriend.com.au from 01/11/2019.
21. Subject to clause 20, if for any reason a winner does not take or redeem a prize (or an element of a prize) at or by the time stipulated by the Promoter then the prize (or that element of the prize) will be forfeited.
22. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
23. Total prize pool value is up to AU\$23,582. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
24. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
25. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

26. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
27. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
28. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of a prize / taking of a prize.
29. As a condition of accepting the Major Prize, the winner (and his/her companion) must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
30. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at www.winwithfishermansfriend.com.au In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose PI to any entity outside of Australia.

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