

Dare Win a \$10,000 Fix Terms & Conditions ("Conditions of Entry")

Schedule					
Promotion:	Dare Win a \$10,000 Fix				
Promoter:	LD&D Australia Pty Ltd ABN 68 083 019 390, 737 Bourke Street, Docklands, VIC 3008, Australia. Ph: 1800 677 852				
Promotional Period:	Start date: 2/3/2020 at 12:01 am AEDT End date: 12/4/2020 at 11:59 pm AEST				
Eligible entrants:	Entry is only open to Australian residents who are 18 years and over.				
How to Enter:	<p>To enter the Promotion, the entrant must complete the following steps during the Promotional Period:</p> <p>(a) purchase a Dare Iced Coffee 500ml or 750ml bottle ("Qualifying Transaction") from any store where the Participating Product is sold in Australia (includes retailers' online stores) ("Participating Venues"); and</p> <p>(b) Unscrew the lid on their Dare Iced Coffee to reveal whether they have won.</p> <p>If the entrant is a winner, they will receive a notification inside the lid of their Dare Iced Coffee on a long piece of tape ("Promotional Tape"), informing them that they have won, along with their unique winning code and instructions on how to claim their prize. Entrants must take a photo of the Promotional Tape featuring the unique code and send it to the Promotion email address as specified on the tape. Entrants must follow the instructions outlined to claim their prize by 5pm AEST 16/7/2020. If an entrant fails to complete the claim requirements by this time they will forfeit their right to the prize.</p> <p>To enter the second chance draw, the entrant must visit https://www.facebook.com/dareicedcoffee/ and complete and submit the entry form for the second chance draw as prompted during the Promotional Period.</p> <p><u>Proof of Purchase:</u> Winners must retain the promotional tape clearly showing the unique code. All entrants must also retain their purchase receipt for the Qualifying Transaction.</p>				
Total Prize Pool:	AUD \$60,000.00				
	Prize Description	Number of this prize	Value (per prize)	Winning Method	Conditions
	The prize is \$10,000.00 paid by direct deposit to the winner's nominated bank account.	6	AUD\$10,000.00	Instant Win	The winner must provide their bank account details to the Promoter in order for the prize to be awarded.
Winner notification:	<p>Entrants will be notified if they have won via a winning message on the Promotional Tape featured inside the lid of the Dare Iced Coffee purchased. If there is no Promotional Tape within the lid then the entrant has not won any prize.</p> <p>The winners will be published at www.dareicedcoffee.com.au by 20/4/2020.</p>				
Unclaimed Prizes:	Prize(s) must be claimed by 5pm AEST on 16/7/2020. A second chance draw will be held for unclaimed instant win prizes. The draw will be held at Plexus, Level 4, 411 Collins St, Melbourne VIC 3000 on 17/7/2020 at 02:30 pm. The winners will be published at www.dareicedcoffee.com.au by 22/7/2020.				

- The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and 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"). Prize claims and entries for the 2nd chance draw 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.
- Valid and eligible prize claims must be received before 5pm AEST 16/7/2020. Any purchases for entry must be completed during the Promotional Period.

4. Employees (and the immediate family members) of the Participating Venues, agencies/companies directly associated with the conduct of this Promotion, the Promoter, its distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter or claim any prizes. "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. Winners must keep their winning Promotional Tape. If an entrant fails to produce the Promotional Tape for a specific entry or each entry, as and when requested by the Promoter, the Promoter has the right to invalidate the entrant's respective entry/entries for which Promotional Tape cannot be provided and/or all entries submitted by that entrant and/or forfeit the entrant's right to a prize.
6. Entry and continued participation in the Promotion is dependent on the entrant following and acting in accordance with Facebook Statement of Rights and Responsibilities (<http://www.facebook.com/terms.php>). This Promotion adheres to the terms and conditions set out in the Facebook promotion guidelines which can be found at: http://www.facebook.com/promotions_guidelines.php. Any questions or comments regarding the Promotion must be directed to the Promoter, not to Facebook. The entrant releases Facebook and its associated companies from all liabilities arising in respect of the Promotion. Entrants acknowledge that the Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook.
7. Entry and continued participation in the Promotion is dependent on the entrant following and acting in accordance with the Instagram Terms of Use, (<http://instagram.com/legal/terms/>). Any questions or comments regarding the Promotion must be directed to the Promoter, not to Instagram. The entrant releases Instagram and its associated companies from all liabilities arising in respect of the Promotion. Entrants acknowledge that the Promotion is in no way sponsored, endorsed or administered by, or associated with Instagram.
8. Instant Win:
 - a) Unless otherwise due to fraud or ineligibility under these Terms and Conditions, all prize claims in excess of the advertised prize pool will be honoured. Any instant win prizes that are part of the advertised total prize pool will be awarded in the unclaimed prize draw.
 - b) Instant win game materials void if stolen, forged, mutilated or tampered with in any way.
 - c) There will be a total of six (6) Dare Iced Coffee 500ml/750ml bottles (with the winning message included) for this Promotion.
9. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize.
10. 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.
11. No part of a prize is exchangeable, redeemable for any other prize or transferable, unless otherwise specified in writing by the Promoter.
12. 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.
13. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at <https://www.lionco.com/legal/privacy-policy>. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a

prize in the Promotion. Personal information collected from entrants will not be disclosed to any entity located outside of Australia.

14. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and State/Territory or postcode of residence.
15. 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.
16. 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 and the provision of the prize is the sole responsibility of the third party and not the Promoter. 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, to the extent of any inconsistency. 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.
17. 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).
18. 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.
19. 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). In the event that 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.
20. The Promoter acts as agent for and on behalf of LD&D Milk Pty Limited, LD&D Foods Pty Limited, Berri Pty Limited, Butterfields Specialty Foods Pty Ltd, Dairy Farmers Pty Limited, Dairy Vale Foods Pty Ltd and QUD Pty Ltd in accordance with the agency arrangements detailed more specifically by calling the Promoter's consumer enquiry centre. You expressly acknowledge the appointment of the Promoter by the companies listed above as agent of those companies. All acts by the Promoter in connection with this agreement are acts taken on behalf of the companies listed above as agent of those companies.
21. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each entrant and no correspondence will be entered into.
22. 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, 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), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
23. The entrant 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.
24. 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.
25. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
26. Authorised under: ACT Permit No TP 19/04239, NSW Permit No LTPS/19/38314 and SA Permit No. T19/1587