

Pringles Mystery Flavour Terms and Conditions

Key Conditions of Entry

Promoter	Pringles International Operations SARL Australia Branch of 41-51 Wentworth Avenue, Pagewood NSW 2035 ABN 53 153 949 430
Promotion	Pringles Mystery Flavour Promotion
Entrants and Exclusions	<p>This Promotion is open to Australian residents aged 18 years or older (Eligible Entrant).</p> <p>Employees (and their immediate families) of the Promoter, participating retailers and their employees, and agencies and representatives associated with this Promotion are ineligible to enter. For the purposes of these Terms 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 first cousin.</p>
Promotion Period	The Promotion commences on 09.00am 01 March 2019 (AEST) and ends on 11:59pm on 31 May 2019 (AEDT).
Entry	<p>Eligible Entrants must:</p> <ul style="list-style-type: none"> (a) visit www.pringles.com/mysteryflavour (Promotional Website); and (b) complete the online entry form providing all the required details which may include without limitation first and last name, phone number, and email address; and (c) guess the Pringles mystery flavour. <p>Only the entries that correctly guess the mystery flavour will go into the draw to win AU\$10,000.</p>
Limit	Eligible Entrants can submit one entry per day of the Promotion Period, provided each entry meets these terms and conditions.
Prize	AU\$10,000
Prize Draw	<p>A prize draw will take place at Level 2, 11 York St, Sydney NSW 2000 at 10.00am on Monday 3 June 2019 (AEDT). The draw is electronic.</p> <p>SA draw approval number 1224.</p> <p>Eligible Entrants are not required to be at the Prize Draw to claim the Prize.</p>
Notification	The winner will be notified via email within two business days of the Prize Draw or and Unclaimed Prize Draw (if applicable).
Claim Period	If the Prize is not claimed by 9.00 am AEDT 2 September 2019, the prize will be forfeited and the Promoter may determine an alternative winner via an unclaimed prize draw, subject to any regulatory instructions.
Unclaimed Prize Determination	If required, and subject to any regulatory instructions, the Promoter will conduct a further draw from all Eligible Entrants in the Promotion to distribute unclaimed Prize at the premises of Level 2, 11 York St, Sydney NSW 2000 on 2 September 2019 at 10:00am AEDT and winners will be notified within two business days of the draw.

Prize Winner Publication	The name of the winner will be published on the Promotional Website by 5pm AEDT 5 June 2019. In the event of an unclaimed prize draw, the winner will be published on the Promotional Website by 5pm AEDT 9 September 2019.
Prize Conditions	The Prize will be awarded as a crossed cheque made out to the winner, or by EFT if the winner so requests.
Permits	Authorised under: <ul style="list-style-type: none"> • NSW permit number: LTPS/18/28053 • ACT permit number: TP 18/01799 • SA permit number: T18/1642

Standard Conditions of Entry

- 1) These Standard Conditions of Entry are to be read in conjunction with the Key Conditions of Entry. To the extent there is any inconsistency between them, the Key Conditions of Entry prevail.
- 2) By entering this Promotion, Eligible Entrants agree to be bound by these Terms. Information on how to enter and prizes form part of these Terms.
- 3) The Promoter reserves the right to amend these Terms if this Promotion cannot be run as originally planned, subject to any written directions from any regulatory authority. The Promoter may also cancel or suspend this Promotion if an event beyond the control of the Promoter corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, subject to any written directions from any regulatory authority. The Promoter will disqualify any individual who has tampered with the entry or claim process or any other aspect of this Promotion.
- 4) The Promoter, its employees, agencies and representatives associated with this Promotion will not be liable or responsible for any problems or technical malfunction of any telephone network or lines, computer or line systems, servers, or providers, computer equipment, software, technical problems of the phone or of any phone network, or any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur which is connected with their entry or as a consequence of late, lost or misdirected mail or email.
- 5) The Promoter reserves the right to request winners to sign a winner's deed of release or any other relevant forms or agreements that the Promoter deems necessary, to provide proof of identity, proof of age, proof of residency at the nominated prize delivery address and/or proof of entry validity (including phone bill) in order to claim a prize. Proof of identification, residency, age 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.
- 6) The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these Terms, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages or other compensation are reserved.
- 7) It is a condition of accepting any prize that the claimant must comply with all the conditions of use of the prize and Prize Supplier's requirements. The prize must be taken and used as stated and no compensation will be payable if an individual is unable to use the prize as stated.
- 8) Any cost associated with accessing the Promotional Website is the claimant's responsibility and is dependent on the internet service provider used. The use of any automated software or any other mechanical or electronic means that allows a claimant to automatically claim repeatedly is prohibited and will render all claims submitted by that claimant invalid.

- 9) The Prize is not transferable. The Prize must be taken as a whole (to the extent relevant) and as stated in these Terms. If a prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to any written directions from any regulatory authority.

Privacy Collection Statement

- 10) Eligible Entrants' participation in this Promotion is conditional on providing personal information.
- 11) The Promoter and its related entities collect Eligible Entrants' personal information for the purpose of conducting and promoting this Promotion. The Promoter may disclose personal information collected to an agent or any other third party who is engaged to assist in carrying out this Promotion, including prize fulfilment. The Promoter may also disclose personal information collected to Australian regulatory authorities, such as the regulators of trade promotions. The Promoter will otherwise handle your personal information in accordance with its Privacy Policy a copy of which can be found at <https://www.pringles.com/au/privacy-policy.html>. The Privacy Policy contains information on:
- (a) how a claimant may access the Personal Information that is held by the Promoter and seek correction of such information; and
 - (b) how a claimant may complain about a privacy breach and how the Promoter will deal with such a complaint.
- 12) You may request access or to update your personal information or lodge a complaint by writing to The Privacy Officer, Pringles International Operations SARL Australia Branch of 41-51 Wentworth Avenue, Pagewood NSW 2035 or by calling 1800 000 474.

Copyright, Statutory guarantees, Waiver and liability

- 13) Eligible Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner of any prize in this Promotion (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.
- 14) All entries and any copyright subsisting in the entries become and remain the property of the Promoter who may publish or cause to be published any of the entries received. In participating in the prizes, the winners agree to participate and co-operate as required in all editorial activities relating to this Promotion, including but not limited to being interviewed and photographed. The winners (and their companions) agree to granting the Promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide, including online social networking sites, and the winners (and their companions) will not be entitled to any fee for such use.
- 15) Nothing in these Terms limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia (**Non-Excludable Guarantees**).
- 16) Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its its employees, agencies and representatives associated with this Promotion) 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, claim or prize 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; (e) any tax liability incurred by a winner or entrant; or (f) use of a prize.

17) Prize winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of that prize.

Social Media

18) Each Eligible Entrant acknowledges and agrees that:

- a) the Promotion is administered by the Promoter;
- b) the Promotion is in no way sponsored, endorsed, administered by, or associated with, Facebook;
- c) the Eligible Entrant is providing the information to the Promoter and not to Facebook; and
- d) to the fullest extent permitted by law, Facebook (including its officers, employees, and agents), will not be liable in any way (including negligence) for any loss or damage (including the loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of the Promotion.

Jurisdiction

19) The laws of New South Wales apply to this Promotion to the exclusion of any other law. Eligible Entrants submit to the exclusive jurisdiction of the courts of New South Wales.