The Good Guys 'Gourmet Gadget Challenge' Competition – Full Terms and Conditions

HOW TO ENTER

- To be eligible to enter the 'Gourmet Gadget Challenge' competition, entrants must meet the following criteria:
 - a) For your chance to WIN, simply share in 100 words or less, your favourite recipe using your favourite herbs.
- The competition is open between 12pm AEDST Monday 21st October until 11.59pm AEDST Monday 4th November 2013 ("Competition Period").
- There will be 5 winning entries one George Forman Grill (Model Number: GR18870AU) per winner entry

TERMS AND CONDITIONS

1. Instructions on How to Enter form part of these Terms and Conditions. Participation in this offer is deemed acceptance of these Terms and Conditions. Offer not valid in conjunction with any other The Good Guys offer.

2. To be eligible to enter the 'Gourmet Gadget Challenge' competition, entrants must:

- a) For your chance to WIN, simply share in 100 words or less, your favourite recipe using your favourite herbs.
- b) Submit their answer in the comments section on the Gourmet Gadget Challenge competition page, on The Good Blog at website <u>http://www.thegoodblog.com.au/voices-2013/</u>
- c) All entries must be received by 11.59pm AEDST Monday 4th November 2013. Entries after this date will be deemed late and invalid.

3. Promotion is only open to Australian and New Zealand permanent residents aged 18 years or over.

4. Multiple Entries are not permitted, only one Entry per person will be allowed.

5. Entries will be judged on Tuesday 5th November 2013 by The Good Guys c/o The Good Guys at 10 Hood Street, Airport West, VIC 3042. The five entries that are judged as the winning entry will be notified by email on the same day and announced on The Good Guys Blog page by first name and last name only.

6. Each winner will receive 1 George Forman Grill (Model Number: GR18870AU), valued at \$67.95.

7. If for any reason the winner does not provide their email details by Wednesday 6th November 2013 this will result in the original winner forfeiting their prize. Should this occur, entries will be rejudged on Thursday 7th November 2013 by The Good Guys at 10 Hood Street, Airport West, VIC 3042 and a replacement winner will be selected. The replacement winner will be notified by email on the same day.

9. It is a condition of accepting the Prize that the entrant must comply with all the terms and conditions.

10. The Promoter reserves the right to request entrants to provide such proof of identity; age and proof of residency as reasonably required at the discretion of the Promoter. The Promoter accepts no responsibility for any late, lost or misdirected entries not received by the Promoter or delays due to technical disruptions, network congestion or for any other reason.

11. Employees of the promoter or of any The Good Guys stores (and their immediate families) and agencies associated with this Competition 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 first cousin.

12. **The Promoter** reserves the right, at any time, to verify the validity of any entry and of entrant (including an entrants identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Failure by **the Promoter** to enforce any of its rights at any stage does not constitute a waiver of those rights.

13. If there is a dispute as to the identity of an entrant, the entrant will be deemed to be the person in who has submitted the entry provided that the person is an Australian resident over the age of 18 years. Prizes will only be awarded to the account holder of the nominated email address used to submit their entry. The winners therefore must be, in each case, the email account holder.

14. Incomplete, indecipherable or illegible entries will be deemed invalid.

15. Should an entrant's contact details change during the Promotional Period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.

16. The Promoter's decision is final and no correspondence will be entered into.

17. The Promoter reserves the right in its sole discretion to disqualify any entrant who the Promoter has reason to believe has breached any of these conditions, 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 from such an offender are reserved.

18. If this Competition 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**, **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 Competition, as appropriate.

19. If for any reason this Promotion is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures, website maintenance or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this Promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the Entry process, take any action that may be available, and to cancel, terminate, modify or suspend the Promotion, subject to any written direction given under State Regulation.

20. Any cost associated with accessing and entering the Competition online is the Entrant'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 an Entrant to automatically claim repeatedly is prohibited and will render all Entries submitted by that Entrant invalid.

21. By submitting an entry for the competition, the entrant is deemed to have given consent for the entry to be published free of charge in all media, including television and internet, for all purposes The Good Guys wishes. The Good Guys may wish to display entries in stores and on the internet as they come in throughout the Competition Period. The Promoter reserves the right to announce the winner to the public, by first name and state of residence. This may be announced on any media, including social media channels, website or print publications.

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. Prizes, or any unused portion of a Prize, are not transferable or exchangeable and cannot be taken as cash.

24. Except for any liability that cannot be excluded by law, **the Promoter** (including its 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 Competition, including, but not limited to, where arising out of the following: (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 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 tax liability incurred by a Entrant.

25. **The Promoter** collects personal information in order to conduct the Competition and may, for this purpose, disclose such information to third parties, including, but not limited to, offer suppliers and as required, to Australian regulatory authorities; the entrant is conditional on providing this information. **The Promoter** may, for an indefinite period unless otherwise advised, use the information for Competition, marketing and publicity purposes including sending electronic messages or telephoning the entrant. Entrant should direct any request to access, update or correct information to **the Promoter**. All claims become the property of **the Promoter**.

26. All entries become the property of the Promoter. The Promoter collects personal information about you to enable you to participate in this Promotion. The Promoter is committed to maintaining your privacy, and we want you to understand how we use and manage your data. In order to improve our services and provide better content The Promoter may keep track of patterns of use in the e-mails and e-mail newsletters sent. Please review our privacy statement for additional information. By supplying the Promoter your information, you have given us permission to communicate to you via mail, e-mail, SMS, MMS, Facebook, Twitter and telephone indefinitely to inform you about products and services we deliver relevant to our industry. If you wish to obtain a copy of our data privacy policy, access the personal information we hold about you or if your personal information is inaccurate, incomplete outdated or to unsubscribe, please contact our Privacy Officer, The Good Guys, 2-10 Hood Street, Airport West, 3042.

27. The Promoter and their subsidiaries and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission; communications; line failure; theft or destruction or unauthorised access to, or alteration of entries, and reserve the right to take any action that may be available.

27. Only photographs submitted by email will be accepted as valid entries. Photographs submitted via mail cannot be returned.

28. **The Promoter of the Competition** is The Muir Electrical Company Pty Limited (ABN 88 004 453 945) of 12 Hood Street, Airport West VIC 3042.

30. If you have any questions please email assist@thegoodguys.com.au