

VETTA PASTA “Win Pasta for your School” Competition

TERMS AND CONDITIONS

1. The Vetta Pasta Competition (Promotion) offers Australian Primary Schools a chance to win Pasta for their School.
2. Information on how to enter and the prizes forms part of these Terms and Conditions. Participation in this Promotion is deemed acceptance of these Terms and Conditions.
3. Entry is only open to Australian residents. Individuals must have a valid email address in order to submit an entry.
4. Employees (and their immediate families) of the Promoter, agencies and partners 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.
5. Promotion commences on Mon 1 Oct 2018 and final entries close at 11:59pm AEST on Wed 31 October 2018 (“Promotion Period”).
6. To enter, individuals must complete the following steps during the Promotion Period:
 - a) Enter via the link in the email received from Healthy Kids, or visit <https://vettapasta.com.au/news>
 - b) Fill out their details and share in 25 words or less their best healthy eating tip.
 - c) Submit the entry form.
7. By submitting an entry, entrants acknowledge and warrant to the Promoter that each entry submitted is an original literary work of the entrant that does not infringe the rights of any third party. Each entry must comply with these Terms and Conditions. Entries that contain prohibited or inappropriate content, or that are otherwise in breach of these Terms and Conditions, as determined by the Promoter, will be deemed invalid. In addition, any entrant that submits such an entry will not be eligible to win. All content submitted as part of an entry is subject to clause 17.
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 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. Errors and omissions will 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.

9. Incomplete or indecipherable entries will be deemed invalid.
10. Only one (1) entry is permitted per email address.
11. 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.
12. The Promoter will select one (1) winning entry amongst all eligible entries received, assessing entries based on their creative merit, on Thursday 1 November 2018 at approx. 12:00PM. The Promoter reserves the right to share the identity of the winning school on their website and Social Media channels.
13. This is a game of skill and chance plays no part in determining the winners. Each entry will be individually judged based on the creative merit of the entrant's post. The Promoter's decision in relation to all aspects of this Promotion is final and no correspondence will be entered into. The winner will be notified by the Promoter via email (instructing them on how and when they'll receive their prize, and requesting their postal address for guaranteed delivery of the prize). If a winner does not respond to the Promoter's email within a week of being contacted, that winner will be deemed to have forfeited their prize and the Promoter reserves the right to judge additional reserve entries in order to determine a winner and award the prize.
14. The one (1) best valid entry, as determined by the Promoter will receive Vetta Pasta for their school. The prize consists in one (1) 500g pack of Vetta High Fibre Spaghetti per primary school student, up to a maximum of 980 packs of pasta, whichever is the lowest. The prize will be awarded to the winning primary school as specified on the winner's entry form. The winner agrees that the prize is to be delivered to the winning school, for the school to hand out to students/parents, and not for the winner's personal use.
15. If the prize (or part of the prize) is unavailable for any reason outside of the Promoter's reasonable control, the Promoter reserves the right to substitute the prize (or part of a prize) with a prize of equal value and/or specification.
16. If the Promotion attracts an insufficient number of eligible entries, or if none of the eligible entries are deemed by the Promoter as having enough creative merit, the Promoter reserves the right to cancel the Promotion altogether and withdraw from awarding the prize.
17. Total retail value of the prize pool is up to \$1,960AUD (based on RRP of \$2.00 per pack of Vetta High Fibre Spaghetti pasta) depending on how many packs of pasta will be sent to the winning school. The prize cannot be modified and must be taken as it is. The prizes are not transferable or exchangeable and cannot be taken as cash.
18. When an entrant submits an entry via the Promotion ("Content"), the entrant, unless the Promoter advises otherwise, licenses and grants the Promoter, their affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-

licensable right to use, reproduce, modify, adapt, publish and display such Content for any purpose in any media, without compensation, restriction on use, attribution or liability. Entrants agree not to assert any moral rights in relation to such use and warrant that they have the full authority to grant these rights.

Entrants agree that they are fully responsible for the Content they submit. The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove any Content without notice for any reason whatsoever. Entrants warrant and agree that: (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication; (b) they will obtain prior consent from any person or property that appears in their Content; (c) they will obtain full prior consent from any person who has jointly created or has any rights in the Content, to the uses and terms herein; (d) their Content shall not contain viruses or cause injury or harm to any person or entity; and (e) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.

19. 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.

20. 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 their sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the Promotion, as appropriate.

21. Any cost associated with this Promotion is the entrant's responsibility. The cost associated to accessing the Internet is also the entrant's responsibility and is dependent on the Internet service provider used.

22. 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 State 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 their 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 and related to the prize.

23. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including their respective officers, employees and agents) is not responsible for and exclude 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; or (d) any variation in prize value to that stated in these Terms and Conditions

24. As a condition of accepting a prize, the winner 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.

25. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. All entries become the property of the Promoter.

26. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this Promotion must be directed to the Promoter via vetta@rinoldi.com.au.

27. The Promoter is Rinoldi (ABN 76 004 248 524), of PO Box 4598 MT WAVERLEY VIC 3149 Australia.