

TERMS & CONDITIONS

WIN AN EXCLUSIVE TRIP TO MATT SINCLAIR'S RESTAURANT 2019 COMPETITION

TERMS AND CONDITIONS OF ENTRY

1. Information on how to enter forms part of these conditions. Participation in this promotion constitutes the entrants' acceptance of these Terms & Conditions.
2. The "Win an exclusive trip to Matt Sinclair's Restaurant 2019" Competition ('**Competition**') is being run by The Mix Australia Pty Ltd (ABN 88 069 944 930) of 30 Ledger Road, Balcatta WA 6021 ('**Promoter**'). The Promoter's telephone number is 08 9276 6966.

Eligibility

3. Entry is open to Australian and New Zealand residents over the age of 18 at the time of entry ('**Eligible Entrants**'). Employees, suppliers or agents of the Promoter, Thermomix Consultants, Thermomix Team Leaders and immediate family members of any of these persons are not eligible to enter the Competition.

Entry

4. The Competition commences at 00:00am Australian Western Standard Time ('**AWST**') on 1 July 2019 and entries close at 11:59pm AWST on 30 September 2019 ('**Promotion Period**').
5. To enter, Eligible Entrants must host a Thermomix Cooking Experience featuring at least one of the Matt Sinclair Cooking Experience recipes as part of their menu and with at least three separate households present during the Promotion Period ('**Eligible Entry**'). Failure to meet any of these requirements will be deemed an invalid entry.
6. Each entrant will receive one entry into the draw for each qualifying Cooking Experience held during the promotional timeframe which must be recorded by the Thermomix Consultant holding the Cooking Experience into MixIT/The Hub during the Promotion Period. Promotion excludes Individual or one-or-one Cooking Experiences.

Prizes and Winning

7. There will be a total of ten (10) prizes which will be awarded to a valid entrant by geographical location as follows:
 - i. Australia Capital Territory (Australia) – one prize
 - ii. New South Wales (Australia) – one prize
 - iii. Northern Territory (Australia) – one prize
 - iv. Queensland (Australia) – one prize
 - v. South Australia (Australia) – one prize
 - vi. Tasmania (Australia) – one prize
 - vii. Victoria (Australia) – one prize
 - viii. Western Australia (Australia) – one prize
 - ix. North Island (including – Northland, Auckland Waikato, Bay of Plenty, Gisborne, Hawke's Bay, Taranaki, Manawatu-Wanganui, Wellington) New Zealand – one prize
 - x. South Island (including – Tasman, Nelson, Marlborough, West Coast, Canterbury, Otago, Southland) New Zealand – one prize
8. The total maximum prize pool value in Australia and New Zealand is \$20,000 (\$2,000 per prize). Each prize winner will receive for themselves: one (1) flight from their closest capital city airport, departing 18 October 2019 from the winner's closest Australian or New Zealand Capital City to the Maroochydore Airport, Queensland Australia, a dinner at Sum Yung Guys on 19 October 2019, two nights accommodation (18 and

19 October) and one (1) return flight from Maroochydore Airport on 20 October 2019 back to the winner's closest Capital City Airport of residence in Australia or New Zealand ('Prize').

9. Prize Conditions:

- i. Travel itinerary will be determined by the Promoter in its absolute discretion.
- ii. Final value of the trip is based on departure date selected by the Promoter with no refunds, credits, substitutions, additional items or transfers permitted based on variations in trip price related to selected departure date.
- iii. Travel must take place between 17 and 21 October 2019 to coincide with the culinary events awarded for as part of the prize. If winner is unavailable or unwilling to travel on date/s required by the Promoter to coincide with events specified above, they will forfeit their right to the prize and will not be awarded cash or any other alternative in lieu.
- iv. Any winners selected from Brisbane, Queensland will only be eligible to redeem the accommodation and winners' dinner portion of this prize
- v. Prize has no cash value and cannot be transferred or refunded.
- vi. Prize is subject to booking and flight availability. Once trip departure date has been booked, any changes to the booking will incur a fee payable by the winner.
- vii. Frequent flyer points will not be awarded and do not form part of prize.
- viii. The Mix Australia will provide transfers to and from the Maroochydore Airport to the hotel only. Spending money, meals, taxes (excluding airline and airport taxes), pre/post accommodation, insurance, transport to and from departure point, transfers, items of a personal nature, optional activities, in-room charges, laundry, mobile or fax bills and all other ancillary costs, unless otherwise specified in the prize description herein, are not included.
- ix. Subject to the terms and conditions of the participating prize provider(s), if for any reason the winner does not, once the prize has been booked, take the prize (or an element of the prize) at the time stipulated, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash.
- x. The winner may be required to present their credit card at check in.
- xi. Winners must claim their prize by 5:00pm (AWST), Wednesday 10 October 2019 or the winner forfeits the prize and a re-draw for the winner in the state or territory will be done in accordance with clause 13.
- xii. Prize is subject to the standard terms and conditions of individual prize and service providers.

10. The prize draw will take place at 30 Ledger Road, Balcatta WA 6021, Tuesday, 1 October 2019 at 3:00pm AWST. The draw will be by random computer generated draw from all entries with the first Eligible Entry drawn being entitled to the Prize, subject to clauses 13, 14 and 15. SA Electronic Drawing System Approval 1224.

11. Subject to clauses 13, 14 and 15, the prize involves travelling, and this will be coordinated with the Prize Winner, within 7 days of the draw.

12. The Prize Winner will be contacted within three (3) days of the draw either by phone or email address supplied to the Promoter when making the Eligible Entry.

13. In the case where an Invalid Entry is drawn or if the Prize Winner does not respond to claim the Prize within three (3) business days from the date the Prize Winner was contacted, a re-draw will be conducted within three months of the original draw date, in the same location and with the same method. The date of redraw will be Monday, 7 October 2019. Redraws will continue in the same manner until the Prize has been claimed by a Prize Winner.

14. The Promoter reserves the right to request the Prize Winner to provide proof of identity, proof of residency and/or proof of entry validity in order to claim the Prize. Proof of identification, residency and entry validity considered suitable for verification is at the absolute discretion of the Promoter. In the event that the Prize Winner cannot provide suitable proof in order to claim the Prize, the Prize Winner will forfeit the Prize and a re-draw will be conducted in accordance with clause 13.

15. The Prize is not exchangeable, transferable or redeemable for an alternative prize or cash.

Additional conditions of entry

16. Subject to clauses 13, 14 and 15, the Prize Winner's first name and State of residence will be published on the Promoter's Facebook page and/or website on or after 1 October 2019. The South Australia Prize Winner's name and address will also be published in The Advertiser on 24 October 2019.
17. By accepting the Prize, the Prize Winner:
 - a. grants the Promoter permission to use their first name, last name and State of residence on its Facebook pages facebook.com/thermomixinaustralia; facebook.com/thermomixinnewzealand; Instagram sites instagram.com/thermomixaus; instagram.com/thermomixnz and/or websites thermomix.com.au and thermomix.co.nz for at least fourteen days after the date of the draw;
 - b. agrees to take part in all promotional activities organised by the Promoter whereby the Prize Winner will be photographed and filmed upon delivery of the Prize for the Promoter's marketing and promotional purposes (which includes the Promoter's websites, social media accounts such as Instagram and Facebook, blogs, brochures and newsletters) and complete and sign a Media Release and Waiver Form; and
 - c. consents to Thermomix's Privacy Policy and to the use of the Prize Winner's personal information in accordance with the Privacy Policy and these Terms and Conditions (see clause 20).
18. The Promoter is not responsible for any loss or damage whatsoever that is suffered by any participant (including but not limited to indirect or consequential loss), or for any personal injury suffered or sustained as a result of accepting the Prize, except for any liability that cannot be excluded by law. The Promoter shall not be responsible for any entries that are not received, or are otherwise interfered with, due to problems beyond the control of the Promoter.
19. The Promoter accepts no responsibility and shall not be held legally liable or responsible for any accident, loss, injury or damage to any individual or property whether direct or indirect, whether in contract, tort, negligence or otherwise arising out of or in connection with the Competition or the Prize, either during or after the Promotion Period.
20. All personal information provided by an entrant to the Promoter for the purpose of entering the Competition will be collected, used and disclosed in accordance with the Promoter's Privacy Policy. A copy of the Privacy Policy is available at thermomix.com.au/privacy and thermomix.co.nz/privacy. The Privacy Policy contains information about why we collect personal information, how entrants may opt out, access, update or correct their personal information, how entrants may complain about a breach of the Australian privacy laws and how those complaints will be dealt with.
21. Personal information collected will be kept strictly confidential and will not be sold, reused, rented, loaned or otherwise disclosed to any third party otherwise than in accordance with the Promoter's Privacy Policy and these Terms and Conditions.
22. In addition to any uses outlined in the Promoter's Privacy Policy, the Promoter may use your personal information provided by entrants for promotional, marketing, publicity and research purposes without notice, or any compensation to the entrant. The Promoter may also disclose personal information to Vorwerk International & Co. KmG and The Mix New Zealand, Switzerland, other European countries and the USA.
23. The Promoter's decision will be final and no correspondence will be entered into.
24. The Promoter reserves the right to cancel the Competition for any reason subject to State regulations.

Authorised under NSW Permit Number LTPS-19-35113.

Authorised under SA Permit Number T19/904.

Exempt from ACT Permit as the Competition complies with the conditions listed in the Lotteries Act 1964.

Exempt from VIC Permit as the Competition complies with the conditions listed in the Gambling Regulation Act 2003 and Gambling Regulations 2015.

Exempt from QLD Permit pursuant to sections 13 and 17 of the Charitable and Non-Profit Gaming Act 1999 (QLD)

Exempt from Tasmania Permit under section 4A of the Gaming Control Act 1993 (TAS).

Exempt from NT Permit as the Competition complies with the conditions listed in the Gaming Control Act 1993 (NT).

Exempt from WA Permit as the Competition complies with the conditions listed in section 103 of the Gaming and Wagering Commission Act 1987 (WA).

Exempt from New Zealand Permit, as the Competition complies with the conditions listed in the Gambling Act (Prize Competition) Game Rules 2004.