



CARMAN'S KITCHEN TABLE COMMUNITY PROMOTIONS

TERMS AND CONDITIONS

These terms and conditions relate to all promotions run by the Promoter on the website www.carmanskitchentable.com.au (**Website**) during the period 4 August 2016 to 3 August 2017.

Promoter	Carman's Fine Foods Pty Ltd (ABN 37 109 604 202) of 4 Bricker Street, Cheltenham, VIC 3192																																																															
Permit numbers	NSW Permit Number LTPM/16/00766																																																															
Promotional Period	<p>These terms and conditions relate to all promotions run by the Promoter on the website www.carmanskitchentable.com.au (Website) during the period 9.00am AEST 4 August 2016 to 11.59pm AEST 3 August 2017.</p> <p>There will be 13 individual promotions during this time (each a Promotion), with the following start and end dates (Promotional Periods):</p> <table border="1"> <thead> <tr> <th>PROMOTION</th> <th>START DATE</th> <th>END DATE</th> <th>DRAW DATE</th> <th>NOTICE DATE</th> </tr> </thead> <tbody> <tr> <td>Promotion 1 (Joining Draw)</td> <td>9am EST 4/8/16</td> <td>11.59pm EDST 4/12/16</td> <td>10am EDST 7/12/16</td> <td>8/12/16</td> </tr> <tr> <td>Promotion 2</td> <td>9am EST 4/8/16</td> <td>11.59pm EST 31/8/16</td> <td>10am EST 2/9/16</td> <td>3/9/16</td> </tr> <tr> <td>Promotion 3</td> <td>9am EST 1/9/16</td> <td>11.59pm EST 30/9/16</td> <td>10am EDST 4/10/16</td> <td>5/10/16</td> </tr> <tr> <td>Promotion 4</td> <td>9am EST 1/10/16</td> <td>11.59pm EDST 31/10/16</td> <td>10am EDST 2/11/16</td> <td>3/11/16</td> </tr> <tr> <td>Promotion 5</td> <td>9am EDST 1/11/16</td> <td>11.59pm EDST 30/11/16</td> <td>10am EDST 2/12/16</td> <td>3/12/16</td> </tr> <tr> <td>Promotion 6</td> <td>9am EDST 1/12/16</td> <td>11.59pm EDST 31/12/16</td> <td>10am EDST 10/1/17</td> <td>11/1/17</td> </tr> <tr> <td>Promotion 7</td> <td>9am EDST 1/1/17</td> <td>11.59pm EDST 31/1/17</td> <td>10am EDST 1/2/17</td> <td>2/2/17</td> </tr> <tr> <td>Promotion 8</td> <td>9am EDST 1/2/17</td> <td>11.59pm EDST 28/2/17</td> <td>10am EDST 2/3/17</td> <td>3/3/17</td> </tr> <tr> <td>Promotion 9</td> <td>9am EDST 1/3/17</td> <td>11.59pm EDST 31/3/17</td> <td>10am EDST 4/4/17</td> <td>5/4/17</td> </tr> <tr> <td>Promotion 10</td> <td>9am EDST 1/4/17</td> <td>11.59pm EST 30/4/17</td> <td>10am EDST 2/5/17</td> <td>3/5/17</td> </tr> <tr> <td>Promotion 11</td> <td>9am EST 1/5/17</td> <td>11.59pm EST 31/5/17</td> <td>10am EST 2/6/17</td> <td>3/6/17</td> </tr> </tbody> </table>				PROMOTION	START DATE	END DATE	DRAW DATE	NOTICE DATE	Promotion 1 (Joining Draw)	9am EST 4/8/16	11.59pm EDST 4/12/16	10am EDST 7/12/16	8/12/16	Promotion 2	9am EST 4/8/16	11.59pm EST 31/8/16	10am EST 2/9/16	3/9/16	Promotion 3	9am EST 1/9/16	11.59pm EST 30/9/16	10am EDST 4/10/16	5/10/16	Promotion 4	9am EST 1/10/16	11.59pm EDST 31/10/16	10am EDST 2/11/16	3/11/16	Promotion 5	9am EDST 1/11/16	11.59pm EDST 30/11/16	10am EDST 2/12/16	3/12/16	Promotion 6	9am EDST 1/12/16	11.59pm EDST 31/12/16	10am EDST 10/1/17	11/1/17	Promotion 7	9am EDST 1/1/17	11.59pm EDST 31/1/17	10am EDST 1/2/17	2/2/17	Promotion 8	9am EDST 1/2/17	11.59pm EDST 28/2/17	10am EDST 2/3/17	3/3/17	Promotion 9	9am EDST 1/3/17	11.59pm EDST 31/3/17	10am EDST 4/4/17	5/4/17	Promotion 10	9am EDST 1/4/17	11.59pm EST 30/4/17	10am EDST 2/5/17	3/5/17	Promotion 11	9am EST 1/5/17	11.59pm EST 31/5/17	10am EST 2/6/17	3/6/17
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	Promotion 13	9am EST 1/7/17	11.59pm EST 31/7/17	10am EST 4/7/17	1/8/17
Entry restrictions	Entry is only open to Australian residents aged 18 years or over who are current members of the Carman's Kitchen Online Community at the time each Promotion commences. Employees (and their immediate families) of the Promoter, related entities and agencies associated with this promotion are ineligible to enter.				
How to Enter	For Promotion 1, Eligible Entrants who join the Carman's Community during the Promotional Period for Promotion 1 will automatically receive one entry. For Promotions 2 to 13, Eligible Entrants will automatically enter the current Promotion each time they complete a research study to the Carman's Community during each applicable Promotional Period. Entries from previous Promotional Periods do not carry over.				
PRIZES & PRIZE DRAWS					
Prizes	Promotion 1: one Eligible Entrant will win a Carman's prize pack valued at \$400 (which will be delivered in 4 parts over a 12 month period, with each part valued at approximately \$100). Promotions 2 to 13: for each Promotion, 10 Eligible Entrants will each win a Carman's prize pack valued at \$50.				
Maximum Prize Pool	No individual prize will be greater than \$1000 and the total prize pool across the Competition Period will not exceed \$100,000. The maximum prize pool for promotion 1 is \$400. The maximum prize pool for promotions 2 to 13 is \$500 per promotion (\$5,500 for all promotions).				
Prize draw location	Vision Critical Communication Pty Ltd of Level 7, 309 George St, Sydney, NSW 2000				
Winner notification	Winners will be notified by email on the Notice Date set out above.				
Draw for unclaimed prizes	3 months after the date of the applicable prize draw at the same time and place as the original draws, subject to any directions from a regulatory authority. Winners, if any, will be notified via the email address supplied on their entry form.				

- Information contained on the Website relating to individual promotions and in the Schedule above form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
- 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 proof of purchase) 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 may 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.
- Incomplete, indecipherable or illegible entries will be deemed invalid.

4. 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.
5. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a Prize by the time stipulated by the Promoter, then that winner's Prize will be forfeited.
6. If a Prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the Prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
7. The Prize value in these Terms and Conditions are in Australian dollars and include Australian GST where applicable.
8. The Prize, or any unused portion of a Prize, are not transferable or exchangeable and cannot be taken as cash, unless stated otherwise.
9. Printing errors and other quality control matters will not be used as a reason for refusing winning entry.
10. 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. All entries become the property of the Promoter.
11. 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 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 promotion, as appropriate.
12. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the internet service provider used.
13. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
14. 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 States 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 its 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.
15. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) 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, unauthorized 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; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use/redemption/taking of a prize.
16. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. The Promoter does not share entrants' PI with third parties for marketing or spam purposes. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at carmanskitchentable.com.au. In addition to any use that may

be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the claimant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how claimants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter may collect entrants' PI through secure servers located overseas. By entering the promotion, entrants consent to the provision of their personal information on these terms as permitted by the Australian Privacy Principles and agree that the Promoter is not liable in this regard.