

## TERMS and CONDITIONS

### Malibu Fresh Essentials and Rockingham Toyota

Get your essentials delivered; and go into the draw to win a Yaris.

<b>Promotor</b>	Bazza Nominees Pty Ltd (ABN 79 009 266 568) t/a Malibu Fresh Essentials, 110 Malibu Road, Safety Bay WA & SERVCO AUSTRALIA MELVILLE PTY LTD (ABN 39 622 157 706) t/a Rockingham Toyota 75 Dixon Road, Rockingham WA 6168
<b>Competition Period</b>	<p>Online purchases completed as per the entry instructions as of 08:00 WST Tuesday 1<sup>st</sup> September, 2020 – and finalised 12:00pm WST Friday 27<sup>th</sup> November, 2020.</p> <p>Any orders placed after 12noon WST on the 27th November are invalid</p>
<b>Who can enter?</b>	<p>Only Australian residents who get their products delivered to the suburbs which are shown on website (<a href="https://malibufresh.com.au/">https://malibufresh.com.au/</a>)</p> <p>If you are under 18, you must get approval from your parent/guardian before you enter and if you will be under 18 on the date the prize is awarded, it will be awarded to your parent or guardian. By approving your participation or by accepting any prize on your behalf, your parent or guardian accepts these conditions.</p>
<b>Who can't enter?</b>	Directors, officers, management and employees (and their immediate families) of: (a) the Promoter; and (b) the agencies, companies or participating premises associated with this competition
<b>Where will the competition run?</b>	<p>The competition will run online via shopping at <a href="http://www.malibufresh.com.au/orders">www.malibufresh.com.au/orders</a></p> <p>Instore purchases are not eligible.</p>
<b>Website</b>	<a href="http://www.malibufresh.com.au/win">www.malibufresh.com.au/win</a>
<b>Qualifying purchase</b>	<p>Any online/home delivery purchase; excluding “ready-made meals”</p> <p>If a “ready-made meal” included with other items ordered/home delivered, then the purchase will deem to be valid.</p> <p>Each online order/home delivery purchase entitles you to one entry.</p>

<p><b>Entry Instructions</b></p>	<p>Entrance is by placing an order within the competition period, via the Malibu Fresh Essentials website, <a href="http://www.malibufresh.com.au">www.malibufresh.com.au</a> for a home delivery. Entrance is only deemed valid once the checkout has been completed and the order is paid for and the order has been delivered.</p> <p>The Promoter is not responsible if your mobile device/ desktop is not sufficiently capable to of completing an order in the competition period.</p> <p>Submission of your entry constitutes acceptance by you of these Terms and Conditions.</p>
<p><b>What can I win?</b></p>	<p>The prize is one (1) 2020 Toyota Yaris Ascent Sport Hatchback Automatic CVT 1.5L FWD in Atomic Red s/n 9551163</p> <p>The prize includes a full tank of petrol, genuine floor mats, twelve months registration, CTP and Stamp Duty. Any ancillary costs, including but not limited to insurance of the prize, collection and any and all other expenses are the responsibility of the winner.</p> <p>Persons entering the Promotion are responsible for any taxation liability (including any GST) or other government charges arising from their participation in the Promotion or receipt of the Prize. The Prize is not transferable or exchangeable and cannot be taken as cash. The value of the Prize is accurate as at the commencement of the Promotion Period and the Promoter accepts no responsibility for any variation in the value of a Prize after that date.</p>
<p><b>Total prize pool</b></p>	<p>The total prize pool is \$27,428.00.</p>
<p><b>How many times can I enter?</b></p>	<p>Subject to these Terms, an individual may enter the Promotion as many times they wish, although only 1 time per day per individual.</p> <p>If it is believed that an individual has unfairly contrived his or her purchases to artificially maximize the number of entries that he or she may otherwise be entitled to then the Promoter may, at the Promoter's absolute discretion, declare that any number of single purchases constitutes one Eligible Purchase.</p>

<p><b>How and when will the winner be informed?</b></p>	<p>The winning ticket will be drawn on the 28th November at 11.00 WST, to be held in the Malibu Fresh Essentials Car Park located at Shop 9, Malibu Shopping Centre, Safety Bay, WA, Australia.</p> <p>The winner MUST be in attendance during the draw and able to supply official photo identification (Australian State Driver’s License or Australian Passport) that they are that person.</p> <p>The winner will be called out three times over a 2minute duration, if that person is not there the draw will continue until the person who wins is in attendance and verified.</p> <p>The Promoter will give the Prize to the winners of the Promotion within the time periods prescribed by the provisions of the Act and may require that the winner collect the Prize in person. Should the Prize be unclaimed, the Prize will be dealt with as directed by the Western Australian Office of Gaming Regulation in accordance with the provisions of the Act.</p>
<p><b>Proof of Purchase</b></p>	<p>The Promoter reserves the right to request verification of age, identity, residential address of winners and any other information relevant to entry into or participation in this competition. Verification is at the discretion of the Promoter; whose decision is final.</p>
<p><b>Unclaimed Prize</b></p>	<p>The winner will be called out three times over a 2minute duration, if that person is not physically in attendance the draw will continue until the person who wins is in attendance and verified.</p>
<p><b>Collection and use of personal information</b></p>	<p>All Entries shall become and remain the property of Malibu Fresh Essentials and Rockingham Toyota immediately they are placed into the “Entry Box”.</p> <p>By lodging an Entry, persons entering the Promotion consent to their personal information being entered onto a database, which may be made available to the Promoter for marketing purposes.</p> <p>Entrants consent to the Promoter using their name, likeness, image and/or voice and their entry in the event that they are a winner in any media for an unlimited period of time without remuneration for the purpose of promoting this competition (including any outcome) and/or promoting any products manufactured, distributed and/or supplied by the Promoter.</p> <p>Refer to the Rockingham Toyota (<a href="https://www.rockinghamtoyota.com.au/privacy-policy/">https://www.rockinghamtoyota.com.au/privacy-policy/</a>) for further information.</p>
<p><b>Permit numbers</b></p>	<p>Pending</p>

**These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about prizes and how to enter forms part of these Terms and Conditions. By entering, you accept these Terms and Conditions.**

**GENERAL:**

1. Prizes cannot be transferred or exchanged or redeemed for cash.
2. For the avoidance of doubt, an Entry completed with the name of more than one individual shall be invalid and will not be eligible for the Prize Draw.
3. So as there may be no doubt, it is the responsibility of each entrant to the Promotion to ensure that their Entry is complete, decipherable, legible, correct.
4. Neither the Promoter nor any person representing the Promoter will have any obligation to ensure that information on an Entry is complete, correct or accurate. The Promoter may deem an Entry which is incomplete, indecipherable, illegible or erroneous to be invalid.
5. The Promoter will not be liable for any loss (including, without limitation, indirect or consequential loss), damage, personal injury or death which is suffered (including but not limited to that arising by negligence (including that of the Promoter) in connection with the Promotion and/or any aspect of any Prize, except any liability that cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
6. The Promoter reserves the right to disqualify any individual who submits an entry that is not in accordance with these terms and conditions, or who is involved in any way in interfering or tampering with the conduct of this competition. Failure by the Promoter to enforce any of its rights does not constitute a waiver of those rights.
7. Any failure by you to comply with the conditions imposed by the prize supplier(s) may result in the prize being cancelled or withdrawn without liability for the Promoter or the prize supplier(s).
8. If you or your entry are deemed by the Promoter to breach these Terms and Conditions, your entry (or at the Promoter's discretion, all of your entries) may be discarded. The Promoter may, at any time, require you to produce documentation to establish to the Promoter's satisfaction the validity of your entries (including documentation establishing your identity, age, place of residence and place of employment).
9. Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.

You must not:

- (a) tamper with the entry process;
- (b) engage in any conduct that may jeopardise the fair and proper conduct of the competition;
- (c) act in a disruptive, annoying, threatening, abusive or harassing manner;
- (d) do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this competition;
- (e) breach any law; or
- (f) behave in a way that is otherwise inappropriate.

10. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right (subject to all relevant State and Federal laws), to cancel, terminate, modify or suspend the Promotion and/or the Draw.
11. If further lockdowns are enforced due to Covid19 the Promoter has the right to cancel, terminate, modify or suspend the Promotion and/or the Draw.

12. Subject to the provisions of the Act, the Promoter's decision in respect of all aspects of the Promotion (including but not limited to the conditions of the Draw or any redraw and/or as to whether or not any Entry is a Valid Entry) is final and binding and no correspondence will be entered into regarding same. The Promoter reserves the right to refer any dispute relating to the Promotion to the Western Australian Office of Gaming Regulation for resolution in accordance with the provisions of the Act.

**LIABILITY:**

13. Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the Competition and Consumer Act 2010 (Cth)
14. Subject to the previous paragraph, the Promoter and the agencies and companies associated with this competition is not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury (including allergies, skin conditions or other reactions, as relevant), illness or death suffered in connection with this competition or any prize, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).
15. Without limiting the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable for any loss of, damage to or delay in delivery of prize/s, or for any damage that occurs to displayed prize/s (where relevant
16. This competition is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram and Twitter. You provide your information to the Promoter and not to any social media platform. You completely release any relevant social media platforms from any and all liability