

## Competition Terms & Conditions

### Section 1: Promotion

1. By entering into this competition, you ("Entrant") agree to be bound by these terms and conditions.

**Promotion:** Eligible Entrants who entered the competition may win either a major prize of a KitchenAid Artisan Tilt-Head Stand Mixer KSM195 (RRP \$949) or one of five (5) Minor Prizes – each a KitchenAid Go Cordless Hand Mixer With Battery (RRP \$199).

2. **Promoter:** The Promoter is Flora Food Australia Pty Ltd (ACN 624 971 73) of 66 King Street Sydney, NSW 2000 Australia ("Flora").
3. **Promotion Period:** The competition opens for entry on 9:00 am 09/04/2025 and closes on 11:59 pm 23/04/2025 ("Promotion Period"). Competition accessible at: <https://www.floraspread.com.au/easterwin>

### Section 2: Eligibility

4. Entry is open to all residents of Australia, other than employees and officers of the Promoter and any agency or Supplier associated with the promotion of the competition and their immediate families.

### Section 3: Entry to the Promotion

5. To enter, the eligible Entrants must be at least 18 years old and each Entrant must provide a valid email address upon entry.
6. Entrants must submit a response during the Promotion Period of 50 words or less answering the question: "What is your favourite Easter recipe to share and why?" ("Entries").
7. All entries must be submitted via Flora's promotional website <https://www.floraspread.com.au/easterwin> by completing an entry form and agreeing to opt-in to receive communications and newsletters from Flora. A maximum of one entry per person is permitted. Entry into the competition is free.

### Section 4: Judging

8. **Judging:**  
Six (6) entries made by eligible Entrants will be judged as the winning entries by a panel of representative of the Promoter based on the merits of the entries. The most creative and original entry will win. The judging will take place on 24/04/25 ("Draw Date") at 66 King Street Sydney, NSW 2060 Australia. This is a game of skill. Chance plays no part in determining the winners. Six (6) winners will be selected among the entries. The Promoter's decision will be final and no correspondence will be entered into.
9. **Prize winners:** There will be a total of six (6) winners.

### Section 5: Prizes

10. **Prize Components:** There are a total of six (6) Prizes on offer as part of this Promotion:
  - a. 1 x major prize, being a KitchenAid Artisan Tilt-Head Stand Mixer KSM195 (RRP \$949); and

- b. 5 x minor prizes, each being a KitchenAid Go Cordless Hand Mixer With Battery (RRP \$199 each).
11. The total Prize pool is valued at \$1,944. Prize values are accurate as at the commencement of the promotion.
12. **Prize Conditions:** The Prizes are subject to the following conditions:
- a. Prizes are not transferable, exchangeable or redeemable for cash.
  - b. If the Promoter is unable to provide a Winner with the nominated prize, the Promoter may provide any substitute prize of approximately the same value.
  - c. **Terms of Use:** By entering into the competition and/or accepting the Prizes, Entrants agree to the Promoter's Terms of Use and Privacy Policy: <https://www.florafoodgroup.com/privacypolicy> and Terms and Conditions: [Terms and Conditions](#)
  - d. **No exchange of Prize:** Prizes will be supplied as described in these Terms and Conditions of Entry. The Prize can be transferred to another person or entity with approval of the Promoter. If for any reason, the Prize Winner cannot take any component of the Prize and it does not wish to transfer the Prize, then the Prize will be forfeited.  
**Taxes:** Winners will be responsible for any tax liability associated with a Prize.
13. The prize is supplied by KitchenAid (ABN 50 601 363 419) (the "Supplier"). Promoter reserves the right to replace the prize with an alternative prize of equal or higher value if circumstances beyond Promoter and or Supplier's control makes it necessary to do so.

#### **Section 6: Prize Winner**

14. **Contact:** The Winners will be contacted by email and announced on social media.
15. **Claim of Prize:** Winner is required to confirm name and address by reply in return message within 7 days. If the Winners fails to confirm his or her address by message within 7 days the Promoter is not obliged to send the Prize to the Winner and may, in its discretion, select an alternative entry as the Winner. Prize will be sent to the Winners by pre-paid post to the address provided
16. The Promoter is not liable for non-receipt of a prize for any reason. Any prizes returned to the Promoter unclaimed may be distributed by the Promoter in its absolute discretion.
17. **Winner Publicity:** In accepting a Prize, the Prize Winner agrees to participate in any publicity arrangements made by or on the behalf of the Promoter in relation to the Promotion. The Prize Winner further acknowledges that the Promoter reserve the right to publicise their name, state, country and photographs without any payment being made to them in respect of this Promotion.

#### **Section 7: General Conditions**

18. The Promoter accepts no responsibility for any entries not received within the required time or at all. Entries will be deemed accepted when they are received by the Promoter. The Promoter reserves its right to verify the validity of entries and to disqualify any Entrant for providing false information, failing to comply with these terms and conditions or tampering with the entry process. The Promoter is not responsible for any technical difficulties which prevent an otherwise valid entry from being received by the Promoter.

19. To the maximum extent permitted by law, the Promoter is not liable for any loss or damage suffered by an Entrant (however caused, including by the negligence of the Promoter) in connection with these terms and conditions or the competition. To the fullest extent permissible by law, each Entrant in the Promotion including without limitation the Prize Winners, releases the Promoter from any claim, loss, damage, expense (including any claim for legal expenses), cost or charge sustained or in any way incurred by such Entrant in connection with the Prize or their participation in the Promotion. The Entrant is liable for and indemnifies the Promoter from and against any loss or damage (including legal fees) however caused, suffered or incurred by the Promoter in connection with these terms and conditions or any act or omission of the Entrant.
20. All liability for Government charges, expenses, taxes or any other tax or duty is the sole responsibility of each Winner of a prize and each Winner will indemnify the Promoter for any such liabilities the Promoter may incur arising out of the competition.
21. All entries remain the property of the Promoter. Entry into the competition will be deemed of acceptance of these terms and conditions and is deemed that approval and consent is given to the Promoter using, modifying and disclosing:
  - a. the Entrant's name, Entries, likeness, image or voice (including photograph, film or recording) in any media; and
  - b. all information provided by the Entrant in the entry form ("Material"),for an unlimited time without further reference, payment or any other compensation to the Entrant for the promotion of any products or services of the Promoter, including sending the Entrant electronic messages. The use and disclosure of the Material by the Promoter is subject to the Promoter's privacy policy and the restrictions imposed by the Privacy Act 1988.
22. If an Entrant does not provide the Promoter with the personal information requested in the entry form, then at the absolute discretion of the Promoter, the Entrant may be disqualified from the competition.
23. By entering the competition, Entrants acknowledge and agree that the Promoter will own all right title and interest in the Material; this includes the re-posting of Entrant Material on the Promoter's Social Media accounts. Entrants hereby assign to the Promoter all right, title and interest which they may have in the Material.
24. By entering the competition, Entrants consent to all acts or omissions that would otherwise constitute an infringement of any moral rights that Entrants may have now, or in the future, pursuant to the Copyright Act 1968 in, or in any way relating to the competition. Entrants must not institute, maintain or support any action or proceeding against the Promoter in relation to infringement of moral rights.
25. Entrants are required to take full responsibility for the content of the Material and for ensuring that their Material complies with these terms and conditions. Entries must be the entrant's original work and free from any third party claims, including copyright or trademark claims. By submitting an entry, the entrant warrants that they own all intellectual property rights in the entry and that it does not infringe any third party's rights. The Promoter reserves the right to verify, or to require the entrant to verify, that the entry is the entrant's original work. If an entry cannot be verified to the Promoter's satisfaction, the entry will be deemed invalid. The Promoter may, in its absolute discretion, edit, modify, delete, remove or take-down any part of an entrant's entry.

26. The Promoter reserves the right to disqualify a winner if Promoter becomes aware that the winner and/or the winner's entry is of a type prohibited under these terms and conditions.
27. An entry or Material must not contain information that is discriminatory, defamatory, or offensive or which infringes any law or regulation.
28. The Promoter reserves the right to disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these terms and conditions or who has, in the opinion of Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter. This includes, but not limited, to entrants and households using multiple email addresses, postal addresses, PO Box addresses or SIM cards to register single or multiple purchases.
29. These terms and conditions are governed by the laws of New South Wales, Australia, and the parties submit to the exclusive jurisdiction of the courts of New South Wales.
30. Notwithstanding anything else in these terms and conditions, the Promoter may cancel the competition at any time by notice to Entrants (which may be given by an announcement on the Instagram Post), if any circumstance beyond the control of the Promoter make it commercially unfeasible for Promoter to proceed with the competition, and the Promoter is not liable for any loss or damage suffered by the Entrant as a result of the cancellation.