**SOCIAL MEDIA “EGGS ERA” PROMOTION**

**CONDITIONS OF ENTRY**

1. Information on how to enter the ‘Eggs Era’ promotion, mechanics of entry and prizes form part of these Conditions of Entry. Entry into the promotion is deemed acceptance of these Conditions of Entry by each entrant. Entry is via Internet only.
2. The **Promoter** is Australian Eggs (ABN 66 102 859 585) of Suite 602, Level 6/132 Arthur St, North Sydney NSW 2060. Phone: (02) 9409 6999.
3. The **Promotional Partner** is Liquid Ideas Pty Ltd (ABN 46 135 635 521) of L1, 351 Crown St, Surry Hills NSW 2010. Phone: (02) 9667 4211.
4. The **Promotional Page** is www.australianeggs.org.au/your-eggs-era

**Competition Period**

1. The ‘Eggs Era’ promotion commences at **4:00pm (AEST)** 4th April 2024 and closes at **11:59pm** **(AEST)** 29th April 2024 (**Promotional Period**).

**Eligibility to Enter**

1. Entry is only open to residents of Australia aged 18 years or older (**Eligible Entrant**).
2. The directors, management and employees (and their immediate families) of the Promoter its related entities, printers, suppliers, providers and agencies whom are directly associated with the conduct of this promotion are ineligible to enter the promotion. 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.

**How to Enter**

1. To enter the ‘Eggs Era’ promotion, Eligible Entrants must, during the Promotional Period for that promotion, fully and correctly complete and successfully submit their valid entry in the manner advertised. Eligible Entrants must provide all mandatory information required to complete their entry into the ‘Eggs Era’ promotion. Such information may include, but is not limited to, the Eligible Entrant’s @*handle*, full name, residential address, contact telephone number and current and valid email address. For the avoidance of doubt, if an Eligible Entrant fails to successfully submit their Entry in the manner required before the conclusion of the Promotional Period for that promotion, the Entry will not be drawn as part of the ‘Eggs Era’ promotion.
2. Eligible Entrants may enter on only one (1) occasion for each ‘Eggs Era’ promotion, unless otherwise advertised. Any subsequent entry after the first valid entry received from an Eligible Entrant will be deemed invalid.
3. Entries will be deemed accepted at the time of receipt by the Promoter and/or Promotional Partner and not at the time of transmission. Entries received will be considered final by the Promoter. Incomplete, inaccurate, erroneous, ineligible or incomprehensible entries will be deemed invalid. Entries must be received by the Promoter or Promotional Partner during the Promotional Period for the ‘Eggs Era’ promotion. The Promoter accepts no responsibility for late, unsuccessful or misdirected entries. Any incorrect information entered by an Eligible Entrant via the Promotional Page will deem an entry invalid.

**Social Media and Technology**

1. The use of any automated entry software or any mechanical, electronic or other means that allows an Eligible Entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that Eligible Entrant invalid.
2. By entering this competition Eligible Entrants:
3. Agree to comply with TikTok, Instagram, Facebook or other relevant social media platform (as applicable) terms of use;
4. Acknowledge and agree that this promotion is in no way sponsored, endorsed or administered by, or associated with Instagram, TikTok, Facebook or other social media platform;
5. Understand that they are providing their information to the Promoter or Promotional Partner and not to Instagram, TikTok, Facebook or other social media platform;
6. Are solely responsible and liable for any content or information they transmit to other Internet users; and
7. Release Instagram, Facebook, TikTok or other relevant social media platform from all claims based on, related to, or arising from this promotion.
8. Any questions, comments or complaints about the promotion must be directed to the Promoter or Promotional Partner and not to TikTok, Instagram, Facebook or other relevant social media platform. The Promoter is not responsible for any loss, damage or injury to Eligible Entrants resulting from entering or participating in this Competition including arising from any comments made, or material published, by third parties about the Eligible Entrants on any social media platform in connection with this Competition.

**Prizes**

1. For each ‘Eggs Era’ promotion, the number of winners (as advertised for that relevant promotion) will be drawn from all entries received during the Promotional Period for that promotion. Each eligible entry drawn to be a winner will win one (1) prize pack containing the prize(s) as advertised for the given promotion.
2. Prizes may include a combination of one (1) or more of the following prize types:
3. personal electronics;
4. beauty products;
5. food and beverages; or
6. consumer goods and services.

The prize pack value(s) for a given promotion will be as advertised.

1. Tickets, gift cards and/or vouchers (if any) included in a prize pack are subject to prevailing terms and conditions of use including expiration dates. All prize values advertised are the Recommended Retail Price including GST. A prize, or any unused portion of a prize, is not exchangeable or transferable and cannot be taken as cash (unless otherwise indicated).
2. The total value of all prizes to be awarded in a single advertised promotion will not exceed $2,500.

**Prize Substitution and Variation**

1. A prize must be taken as offered and cannot be varied. The Promoter accepts no responsibility for any variation in prize value. The Promoter accepts no responsibility for prizes lost or damaged in transit. The Promoter accepts no responsibility for any tax implications that may arise from prize winnings. Independent financial advice should be sought.
2. If a prize or any element of a prize becomes unavailable for any reason beyond the Promoter’s reasonable control, then a comparable prize or prize element of equal or greater value will be awarded to the winner in lieu.

**Draw Date and Time**

1. All eligible Entries received during the Promotional Period will be included in the draw. The draw will take place at **4:00pm** (**AEST**)on the 30th April 2024 (**Prize Draw Date**) at 351 Crown St, Surry Hills NSW 2010. The first valid entries drawn will be the winner(s) of the prize (**Winner(s)**). Winning is not contingent on being present at the draw.

**Winner Notification and Prize Acceptance**

1. The winner(s) will be notified in writing (via email) within two (2) days of the Prize Draw Date, will be published on the Promotional Page and will remain on the Promotional Page for no less than twenty-eight (28) days. All reasonable steps to notify the winners of the results of the draw will be taken by the Promoter or Promotional Partner.
2. Each Winner whose entry has been drawn must confirm their eligibility to be awarded a prize and their ability to accept a prize within **one week** of being successfully notified by the Promoter or Promotional Partner that their entry has been drawn, otherwise their entry will be deemed invalid.
3. It is a condition of accepting a prize that the winner may be required to sign a prize acceptance release or other legal release or releases in a form determined by the Promoter in its sole discretion.

**Ineligibility and Unclaimed Prizes**

1. In the event that the Promoter or its Promotional Partner
2. cannot successfully contact the Eligible Entrant whose submission was drawn within one (1) monthof the Prize Draw Date; or
3. in the event of an invalid entry or an ineligible Entrant; or
4. if an Eligible Entrant is ineligible to accept; or
5. an Eligible Entrant declines to accept a prize; then

The Promoter or Promotional Partner may, in its sole discretion hold an unclaimed Prize draw at 351 Crown St, Surry Hills NSW 2010. The Promoter or Promotional Partner will continue this process until an Eligible Entrant has been successfully contacted and the Eligible Entrant has confirmed their eligibility to be awarded a prize.

1. For the avoidance of doubt, only once an Eligible Entrant has confirmed their eligibility to be awarded a prize will the Eligible Entrant, subject to these Conditions of Entry, be deemed a winner of the draw.

**Entry Content**

1. Entries must be the Eligible Entrant’s original work. The Promoter reserves the right to require the Eligible Entrant to verify that the entry is the Eligible Entrant’s original work. If the Promoter is unable to verify that the entry is original work to its satisfaction, the entry will be deemed invalid.
2. Eligible Entrants warrant that their entry is not in breach of any third party intellectual property rights. Eligible Entrants agree to indemnify the Promoter and its associated agencies against all losses, damages, claims and costs by third parties arising out of, connected to, or resulting from, a breach of the warranty set out in this clause 27.
3. An Eligible Entrant’s entry must not include:
4. any image, video or voice of any other person without that person’s express consent;
5. any content that contravenes any law; and
6. any content that is obscene, offensive, potentially defamatory, discriminatory, indecent, prejudicial or inconsistent with prevailing community standards.
7. By entering this Competition, Eligible Entrants grant the Promoter a non-exclusive licence to use the content of their entry, or any part of the content of the entry, in any way the Promoter wishes (including modifying, adapting, copying, cropping, retouching, editing, publishing, broadcasting or communicating the entry whether in original or modified form in whole or in part) in all media for the purposes of the Promoter’s business on its website, social media or in any marketing campaign, without payment to the Eligible Entrant of royalties or compensation. If requested by the Promoter, Eligible Entrants agree to sign any further documentation required by the Promoter to give effect to this clause29.
8. By entering this Competition, Eligible Entrants consent to the Promoter dealing with their entry content in any way that may otherwise infringe the Eligible Entrant’s moral rights, and agree not to assert their moral rights (wherever such rights are recognised) in respect of their entry against the Promoter or its assigns, licensees or successors.

**General Conditions**

1. Costs associated with accessing the platform and Promotional Page remain an Eligible Entrant’s responsibility and may vary depending on the Internet service provider used.
2. The Promoter will not be responsible for any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this promotion if the deficiency is occasioned by any cause outside the reasonable control of the Promoter, including but without limitation technical malfunctions or failures of the Promotional Page. It is an Eligible Entrant’s responsibility to notify the Promoter of any technical malfunction or failure of the Promotional Page and the Promoter will endeavour to remedy the technical malfunction or failure of the Promotional Page in a timely manner.
3. Eligible Entrants acknowledge that their entry and name, may be featured on the Promotional Page, on the page of the Promotional Partner and generally on Facebook/Instagram/TikTok/Emails for public viewing during the Promotional Period and in perpetuity (unless otherwise requested). Once an entry is submitted, Eligible Entrants acknowledge that the entry may not be withdrawn, altered or deleted (except as and where required by the Promoter or Promotional Partner).
4. Eligible Entrants can only enter in their own name. Eligible Entrants who provide incorrect, misleading or fraudulent information are ineligible to participate in the promotion and all entries of an Eligible Entrant who is deemed by the Promoter to have provided incorrect, misleading or fraudulent information may, at the discretion of the Promoter, be deemed invalid.
5. The Promoter reserves the right to request Eligible Entrants produce (within the requested time) appropriate photo identification or other documentation (to the Promoter’s satisfaction, at its sole discretion) in order to confirm an Eligible Entrant’s identity, age, residential or email address, eligibility to enter and claim a prize and any information submitted by the Eligible Entrant in entering the promotion before issuing a prize. If the documentation required by the Promoter is not received by the Promoter (or its nominated agent) or the Eligible Entrant or entry has not been verified or validated to the Promoter’s satisfaction within the time requested, that entry will be deemed invalid. All prizes will only be awarded following any winner validation and verification that the Promoter requires in its sole discretion.
6. The Promoter reserves the right to verify the validity of any and all entries and reserves the right to disqualify any Eligible Entrant for: (a) tampering with the entry process; (b) submitting an entry which is not in accordance with these Conditions of Entry; or (c) engaging in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter’s legal rights to recover damages or other compensation from such an offender are reserved.
7. Any attempt, deliberate or otherwise, to cause malicious damage or interference with the normal functioning of the Promotional Page or the information on the Promotional Page, or to otherwise undermine the legitimate operation of this promotion, may be a violation of criminal and civil laws and, should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law. If the Promoter suffers loss or incurs any costs in connection with any breach of these Conditions of Entry or any other legal obligation by an Eligible Entrant, the Eligible Entrant agrees to indemnify the Promoter for those losses, damages and costs.
8. If the promotion is not capable of running as planned for any reason beyond the reasonable control of the Promoter, including but not limited to war, terrorism, state of emergency or disaster (including natural disaster), epidemic, pandemic, infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or anything which corrupts or affects the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to cancel, terminate, modify or suspend the promotion, and/or if necessary to provide an alternative prize or prizes to the same value as an original prize or prizes.
9. Winners may have rights under the Australian Consumer Law and other similar legislation which cannot be excluded, restricted or modified by the Promoter. These terms and conditions do not exclude, restrict or limit those statutory rights in any way. However, to the extent that it is permitted to do so by law, the Promoter (including its officers, employees and agents) excludes all liability whether arising in tort (including without limitation negligence), contract or otherwise for any personal injury or any other loss or damage (including without limitation loss of opportunity or loss of profits) whether direct, indirect, special or consequential, arising in any way out of the Competition, including, without limitation:

**(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 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 market value to that stated in these terms and conditions;

**(e)**  any tax implications; or

**(f)**  the Prizes or use of the Prizes

1. Personal information including the Eligible Entrant’s name, address, telephone number, email, and nominated bank account details will be collected and used for the purpose of conducting this Competition. This may require disclosure to third parties, including local regulatory authorities and the Promoter’s agents or third party service providers, for the purpose of conducting the Competition, or for promotional and marketing purposes (including for direct marketing).
2. Eligible Entrants may access, change or update their personal information by emailing the Promoter on australianeggs@liquidideas.com.au or by telephone at +61 2 9409 6999 during office hours. A copy of the Promoter’s privacy policy is available at <https://www.australianeggs.org.au/privacy-policy>. The privacy policy contains information about how individuals may access or correct personal information or make a privacy related complaint.
3. In these Conditions of Entry: “**Australian Consumer Law**” means Schedule 2 of the *Competition and Consumer Act 2010* (Cth). “**Personal Information**” means, for the purpose of the *Privacy Act 1988* (Cth), information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether the information or opinion is recorded in a material form or not.