

## Terms & Conditions

The following Terms & Conditions includes information on how to enter and the prize/s. Participation in this promotion is deemed as acceptance of these Terms and Conditions.

1. The promoter is KitchaCo Pty Ltd (ABN 56 628 922 930) of 31 Malua Street, Reservoir, VIC 3073 (**Promoter**).
2. Entry is open to any individual in Australia (**Eligible Person**). Either over 18 years of age; or if under 18 years of age with the prior written consent of their parent or guardian (**Eligible Person**).
3. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. 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 first cousin.
4. The promotion commences on Thursday 15<sup>th</sup> October at 10:00am AEDST and concludes on Wednesday 21<sup>st</sup> October at 11.59pm AEDST (**Promotional Period**).
5. To enter the promotion, the Eligible Person must either:
  - (a) Facebook – Tell us why your friend or family member deserves a thank you.
  - (b) Instagram – Follow @kitchaco & @mannysdoughnuts, Like the Post, Tag a friend/family member & Tell us why they deserve a thank you.
6. 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 reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion.
7. Entries which are incomplete or indecipherable will be deemed invalid.
8. Multiple entries are permitted. Each entry must be unique, and each entry must be submitted separately and as per the entry requirements.
9. If there is a dispute as to the identity of an Eligible Person, the Promoter reserves the right, in its sole discretion, to determine the identity of the Eligible Person.
10. This is a game of skill. Each entry will be judged individually on creative merit with winners to be selected by a representative of the Promoter at 9am on Thursday 22<sup>nd</sup> October.
11. The winning entries will be announced on the Promoter's Facebook and Instagram page on Thursday 22<sup>nd</sup> October (**Winners**). The Promoter's decision is final, and no correspondence will be entered into. The winner will be notified via either Facebook or Instagram messenger (depending on the platform they entered via)

and will be asked to provide a contact phone number and residential address for prize delivery. All further correspondence will then be by email or phone.

12. The total prize pool value is: \$100 + Delivery Fee. Prizes consist of a 4x 6 pack of mixed Doughnuts from Manny's Doughnuts.  
Individual Prize Pack Value \$25 + Delivery Fee (**Prize**).  
Prizes are not transferable or exchangeable and cannot be taken as cash.
13. If any prize (or part of any prize) becomes unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification.
14. Should there be any Winners that cannot be contacted, after three (3) business days, a runner-up entrant will be selected on Monday 26<sup>th</sup> October. This winning entry will be directly contacted by direct message through Facebook or Instagram and email.
15. Each time an entry is made the entrant agrees and states that they are fully responsible for any materials they submit via the promotion including all Content. The Promoter will not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Eligible Persons warrant and agree that:
  - (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
  - (b) their Content does not contain viruses or cause injury or harm to any person or entity;
  - (c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
  - (d) the Content is the original literary work of the entrant that does not infringe the rights of any third party;Without limiting any other terms, the entrant agrees to indemnify the Promoter for any breach of the above warranties.