

## SCHEDULE

GENERAL	
Competition	Brumby's Bakery - Design a Brumby's 'Back to School' Lunch Bag 2025
Promoter	RFGA Management Pty Ltd ABN 47 071 765 609, 35 Robina Town Centre Drive, QLD, Australia. Ph: 07 5591 3242.
Eligibility	<p>Entry is open to all Australian residents. Minors (being under the age of 18) are eligible to enter this Competition, with the consent of their parent or guardian to enter. The parent or guardian of the minor entrant may be required to provide evidence of consent and may be further required to sign a release at the discretion of the Promoter. The release will also require the winner's parent or guardian to accept responsibility for the acts and conditions of the winner. The release must include the full name, address and telephone number of the winner's legal guardian. Failure to provide such proof, particulars or releases will immediately invalidate the winner's entitlement to the prize, subject to State and Territory legislation.</p> <p>The winner's parent or guardian may be deemed to have consented to and be bound by these Terms and Conditions. Parents or guardians may be required by the Promoter to enter into a further agreement to evidence the giving of their consent to the minor entrant to enter this Competition.</p> <p>Entries WILL NOT be accepted from directors, officers, management, Franchisees and employees (and their immediate families) of the Promoter or of the agencies or companies or participating outlet(s) connected with this Competition.</p>
WHERE AND WHEN THE COMPETITION WILL RUN	
Relevant States	This Competition will run in all Australian states and territories except for Tasmania.
Channel	Facebook and Instagram (excluding Facebook and Instagram Stories).
Competition Period	8 January 2024 at 12:01am AEST until 4 February 2024 at 11:59pm AEST.
ENTRY DETAILS	
Entry process	<p>To enter, entrants must, during the Competition Period:</p> <p>Draw an original 'Brumby's Lunch Bag Design' on the assigned entry form, available from participating Brumby's Bakery stores or from the Brumby's Bakery website (<a href="http://www.brumbys.com.au">www.brumbys.com.au</a>), (the <b>Design</b>). The entrant must then upload and post a photo of the Design, on the Brumby's Bakery Facebook or Instagram page (not as a Facebook or Instagram story), ensuring: -</p>

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1. Brumby's Bakery is tagged in the post via @brumbys (for Facebook posts) or @brumbysbakery (for Instagram posts); and
  2. Published with the hashtag #brumbyslunchbag; or

In the instance where a minor does not have a Facebook or Instagram account, the parent or guardian of the minor can email a photo of the Design to [brumbys.marketing@rfq.com.au](mailto:brumbys.marketing@rfq.com.au).

(the **Entry/Entries**)

The Entry must remain published (not removed or deleted) until the completion of the Competition Period.

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<b>Entries permitted</b>	In order to enter the Competition, the entrant must have their Facebook or Instagram account privacy setting switched to public for the entire duration of the Competition Period. Multiple Entries are allowed.
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## WINNER DETERMINATION

<b>Winner selection</b>	This is a game of skill; chance plays no part in how a winner is determined in this Competition. At the end of the Competition Period, all Entries will be reviewed and judged by the Promoter (or by an appointed panel of judges) based on selected criteria such as (but not limited to);
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- Creativity – of the Brumby's Bakery Lunch Bag design;
- Engagement – captures the judges', friends', communities' attention, and produces a positive response;
- Brand suitability.

From all Entries submitted across Australia, except Tasmania, there will be three (3) winning Designs and ten (10) runner up winning Designs.

The Promoter or appointed panel of judges will select three (3) Major Prize Winning Entries and ten (10) Runner Up Winning Entries.

(the **Winning Entries**)

## PRIZE/S TO BE WON

<b>Prize Details</b>	There will be a total of thirteen (13) Winning Entries, of which: <ul style="list-style-type: none"><li>• 3 x Winning Entries will receive 1 x Major Prize each, valued at \$250.00 each; and</li><li>• 10 x Winning Entries will receive 1 x Runner Up Prize each, valued at \$50.00 each.</li></ul>
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The total prize pool is valued at \$1,250.00.

Each Major Prize consists of:

- 1 x \$250.00 Brumby's Bakery Gift Voucher; and
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- 10 x 2025 Lunch Bag range which includes the Major Prize Winning Entries Design (nil value as not for retail sale); and
  - the Major Prize Winning Entries Design will be used, either as an exact replicate, or as an inspiration for the Brumby's Bakery 'Back to School' Lunch Bag range 2025, which will be available at participating Brumby's Bakery stores from early 2025 and may also be used as an inspiration for any future Brumby's Bakery Lunch Bag Designs.

(the **Major Prize**)

Each Runner Up Prize consists of:

- 1x \$50.00 Brumby's Bakery Gift Voucher

(the **Runner Up Prize**)

The Major Prize and Runner Up Prize are collectively referred to as the **Prize**.

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**Prize Conditions**

The Prize is subject to any additional conditions specified by the Promoter ensuring that any Entry does not break any laws, cause offense, or cause any disruption to others in the community by its design. If the winner fails to comply with the conditions imposed by the Promoter, the prize may, in the Promoter's sole discretion be cancelled or withdrawn without liability for the Promoter. The Promoter reserves its right to replace any of the prizes with a similar prize of equal or greater value or its monetary equivalent.

The Promoter reserves the rights to forfeit, cancel or withdraw the production of the Brumby's Bakery 'Back to School' Lunch Bag range 2025, without notice or being liable to the Winning Entries.

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**NOTIFYING WINNERS**

**Notification details** The entrants of the Winning Entries will be contacted privately on 20 February 2024.

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**PRIZE CLAIM DETAILS AND PROCESS IF PRIZE UNCLAIMED**

**Prize Claim Date** The Prize must be claimed on 5 March 2024 by 11:59pm AEST. If the Promoter is unable to contact the Winning Entry (and/or the Winning Entry does not contact the Promoter) by the Prize Claim Date, the Promoter will be at liberty to award the Prize to the next best Entry as determined by the Promoter, subject to applicable legislation.

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## CONDITIONS

1. These Conditions integrate, and must be read together, with the Schedule (the **Conditions of Entry**). Instructions on how to enter and information regarding prizes forms part of these Conditions of Entry. Entry into this Competition constitutes acceptance of these Conditions of Entry.
2. The Promoter's decisions regarding all aspects of this Competition are final and no correspondence will be entered into.

### Treatment of Personal Information and Intellectual Property Rights

3. All Entries, Designs, intellectual property rights, and any copyright subsisting in an Entry, will be the property of the Promoter. The information entrants provide to enter will be used by the Promoter for the purpose of conducting this Competition. The Promoter may collect entrants' personal information (including through its contractors or agents) or disclose entrants' personal information to its related companies, contractors and agents to assist in conducting this Competition, storing data or communicating with entrants. By entering this Competition, entrants' consent to their personal information being stored on the Promoter's database and the Promoter may use this information to contact the entrant with special offers, news and information about its products, including contacting the entrant via electronic messaging. By entering this Competition, entrants consent to receiving SMS and or email messages from the Promoter that do not contain any functional unsubscribe facility. The Promoter is bound by the Privacy Principles in the Privacy Act 1988. The Promoter's Privacy Policy, located at [www.brumbys.com.au](http://www.brumbys.com.au) which contains information about:
  - a. how entrants can seek access to the personal information the Promoter holds about them and seek the correction of such information;
  - b. how entrants can complain about a privacy breach and how the Promoter will deal with such a complaint; and
  - c. how entrants can opt out of marketing communications should they choose.
4. The entrant consents to the storage of their personal information on the Brumby's Bakery database, and Brumby's Bakery may use this information for future promotional and marketing

purposes regarding their products and services including contacting the entrant via electronic messaging. Entrants should contact Brumby's Bakery for their privacy policy.

### Entry Process

5. Entries must be received during the Competition Period. Entries received by the Promoter will be considered final. Entrants must ensure that they leave sufficient time for their Entry to be received by the Promoter's database. Entries are deemed to be received at the time they are received by the Promoter's database and not at the time of submission by the entrant.
6. Entrants must only enter in their own name. Entrants who enter using multiple email/postal addresses, phone numbers, social media accounts or aliases may be disqualified. 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.
7. All Entries submitted must be the entrant's original work. The Promoter has the right at any time to verify (or require an entrant to verify) that the Entry is the entrant's original work. If, in the Promoter's opinion, the entrant's work has not been verified as their original work, the Promoter will deem that Entry as invalid.
8. All Entries, Designs, intellectual property rights and any subsisting copyright become the property of the Promoter and will not be returned to entrants. By submitting an Entry, entrants:
  - a. agree to assign all rights (including moral rights) in the Entry to the Promoter and consent to the Promoter using the Entry in any way and for any purpose as determined by the Promoter (including editing, adapting, altering the Entry or publishing the Entry in part or whole) in any media or future Brumby's Bakery 'Back to School' Lunch Bag range; and
  - b. undertake to the Promoter that their Entry is not, and its use by the Promoter will not be, in breach of any third party intellectual property rights.
9. The Promoter may (but is not obliged to) determine at any time, in its absolute discretion, whether or not to publish any Entries online in any media, remove any Entries once published online, or amend, edit or modify any Entries (or any part thereof), or

disqualify or invalidate any Entry including (without limitation) if the Promoter is of the view that:

- a. the Entry does not comply with paragraph 7; or
- b. the Entry otherwise breaches the Conditions of Entry.

The Promoter will have no liability to entrants if it exercises this right.

10. The Promoter is not liable for late, lost, incomplete, misdirected, incorrectly submitted delayed or illegible Entries, correspondence or claims for prizes due to error, omission, tampering, theft, destruction or otherwise.
11. In the event there is a dispute concerning the conduct of the Competition the decision of the Promoter is final and binding on each entrant and no correspondence will be entered into.

#### **Prizes Awarded**

12. The Prizes are as specified in the Prize Details and Prize Conditions sections of the Conditions of Entry and must be taken as offered and, if applicable, on the specified date and or location.
13. Prize(s) are non-transferrable. Prize(s) must be taken by the winner(s) at the time stipulated by the Promoter. Failure to do so will result in the Prize(s) being forfeited and no other compensation will be provided. If a Prize or element of a Prize becomes unavailable for any reason beyond the Promoter's reasonable control, the Promoter will award a comparable prize or prize element of equal or greater value as elected by the Promoter.
14. If requested by the Promoter, the winner(s) may be required to sign an indemnity and release in favour of the Promoter and/or the prize supplier prior to taking the Prize. If a winner does not sign the required form(s) provided by the Promoter within the timeframe specified, the winner will be deemed invalid.
15. There is no guarantee that the Winning Entries will be used by the Promoter as a Brumby's Bakery 'Back to school' Lunch Bag design.
16. No entrant has any right to compensation or payment for the use or the ongoing use of that Entry or Design by the Promoter.

#### **Publication & Publicity**

17. If requested by the Promoter, entrants and winner(s) must participate in all promotional activity (for instance publicity, filming and photography) in relation this Competition, free of charge and they consent to the Promoter using their name/s, image/s and/or voice/s in promotional material in any media for any length of time without notification, remuneration or compensation.

#### **Verification**

18. The Promoter (or its nominated agent) reserves the right, at any time during or after the Competition Period, to request entrants to produce suitable photo identification or other documentation (to the Promoter's satisfaction in its sole discretion) to verify the validity of their Entry and to verify an entrant (including an entrant's identity, age, place of residence, place of employment, eligibility to enter and eligibility to claim a Prize). If the requested documentation is not provided in the timeframe required or an entrant has not been validated or verified to the Promoter's satisfaction, then the entrant's Entry (and at the Promoter's discretion all of the entrants' Entries) will be deemed invalid.
19. The Promoter reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has:
  - a. submitted an Entry which is not in accordance with the Conditions of Entry;
  - b. breached any of the Conditions of Entry;
  - c. tampered with or benefited from tampering with the entry process or the operation of the Competition;
  - d. engaged in any unlawful, fraudulent, deceptive, or other improper misconduct intended to jeopardise the fairness and proper conduct of the Competition and/or damage the goodwill or reputation of the Promoter or any of its related bodies corporate or the agencies or companies associated with this Competition; or
  - e. acted in a disruptive manner with the intent to annoy, abuse, threaten or harass any other person.
20. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter reserves its legal rights to recover damages or other compensation from such an offender.

## **Liability**

21. The Promoter has no control over communications networks and is not liable for any problems associated with them due to traffic congestion, technical malfunction or otherwise. Costs associated with accessing the Internet (e.g. website or social media platform) may vary depending on the internet service provider used, and those costs are the responsibility of the entrant. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred.
22. Except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law), the Promoter and its associated agencies and companies exclude all liability for any loss, expense, damage, personal injury, illness or death (whether or not arising from any person's negligence) that may occur from participating in this Competition or as a result of accepting or using any Prize. For the avoidance of doubt, this clause does not limit or affect any waiver or disclaimer signed or accepted by entrants as part of this Competition.
23. The Conditions of Entry do not exclude, restrict or modify any statutory consumer rights under the Australian Consumer Law and any similar laws. However, to the extent permitted by law to do so, the Promoter makes no representations or warranties, express or implied, other than the Australian Consumer Law, regarding the quality and suitability of a Prize awarded as part of this Competition and will not be responsible for breach of any such implied terms.
24. The entrants agree to indemnify the Promoter for any breach of these Terms and Conditions.

## **Other**

25. If this Competition is unable to run as planned due to computer virus, network, technical or communications failure, tampering or any cause beyond the Promoter's reasonable control, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Competition or invalidate any affected Entries.
26. The Promoter may run, communicate or advertise this Competition using Facebook and or Instagram. However, the Competition is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. Entrants are providing their information to the Promoter and not to Facebook or

Instagram. Each entrant completely releases Facebook and Instagram from any and all liability.

27. Any Entry submitted must comply with Facebook and Instagram terms and conditions for posting content.