

“FOUR N TWENTY CLAIM YOUR FREE MINI FOOTY” PROMOTION

TERMS AND CONDITIONS

1. Instructions on how to claim and the reward(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions. Offer not valid in conjunction with any other offer.
2. Claims are only open to Australian residents.
3. Claimants under 18 years old must have parental/guardian approval to claim and further, the parent/guardian of the claimant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor submitting a claim in this promotion.
4. Employees (and their immediate families) of the Promoter, Participating Retailers (as defined below) and agencies associated with this promotion are ineligible to claim. 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.
5. Promotion commences 24/09/2020 and closes at 11:59pm AEDT on 03/11/2020, or when 1,500 valid claims have been received, whichever is first to occur.
6. To be eligible to claim, individuals must purchase any two Four N Twenty product from a Participating Retailer during the Promotional Period (“**Qualifying Transaction**”). A participating retailer is any retailer in Australia that stocks the Promoter’s products (“**Participating Retailer**”). In the event a purchase receipt is not automatically provided to them it is the individual’s responsibility to request one.
7. To claim, individuals must then visit fourntwenty.com.au/fntmerch, follow the prompts to the promotion claim page, input the requested details, upload a photo of their purchase receipt and submit the fully completed claim form by 11:59pm AEDT on 03/11/2020, or until 1,500 valid claims have been received, whichever is first to occur. Offer is strictly limited to the first 1,500 valid claims received.
8. The Promoter reserves the right, at any time, to verify the validity of claims and claimant’s (including a claimant’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 claim process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter’s discretion.

Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

9. Incomplete or indecipherable claims will be deemed invalid.
10. Multiple claims permitted, subject to the following: (a) only one (1) claim permitted per Qualifying Transaction (regardless of the number of Four N Twenty products purchased in excess of one (1) in that transaction); (b) each claim must be submitted separately and in accordance with claim requirements; and (c) a maximum of two (2) claims per person per day is permitted. Offer is strictly limited to the first 1,500 valid claims received.
11. Claimants must retain their original purchase receipt(s) for all claims as proof of purchase. Failure to produce the proof of purchase for all claims when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of a claimant's claims and forfeiture of any right to a reward. Purchase receipt(s) must clearly specify the store of purchase and that the purchase was made during the Promotional Period but prior to claim. The Promoter will also accept a photo of the packaging of the Four N Twenty product purchased outside of the store of purchase as proof of purchase.
12. If there is a dispute as to the identity of a claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of the claimant.
13. Claimants will be notified by phone and email.
14. The Promoter's decision is final and no correspondence will be entered into.
15. The first 1,500 valid claims received will each be awarded one (1) Four N Twenty mini plush footy valued at \$9.99.
16. The total reward pool is \$14,985.
17. If a claimant of any reward is under the age of 18 years, the reward will be awarded to the claimant's nominated parent or guardian on the successful claimant's behalf.
18. The reward is subject to the standard terms and conditions of individual reward and service providers.
19. If for any reason a claimant does not take a reward by the time stipulated by the Promoter, then the reward will be forfeited.

20. If any reward is unavailable, the Promoter, in its discretion, reserves the right to substitute the reward with a reward to the equal value and/or specification, subject to any written directions from a regulatory authority.
21. Rewards, or any unused portion of a reward, are not transferable or exchangeable and cannot be taken as cash.
22. Claimants consent to the Promoter using their name, likeness, image and/or voice in the event they are a successful claimant (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
23. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any claimant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
24. Any cost associated with accessing the promotional website is the claimant's responsibility and is dependent on the Internet service provider used.
25. The use of any automated software or any other mechanical or electronic means that allows a claimant to automatically claim repeatedly is prohibited and will render all claims submitted by that claimant invalid.
26. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
27. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (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 claim 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 reward value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) use of a reward.

28. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://fourtwenty.com.au/Privacy>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the claimant. The Privacy Policy also contains information about how claimants may opt out, access, update or correct their PI, how claimants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose claimant's personal information to any entity outside of Australia.
29. The Promoter is Patties Foods Pty Ltd of Level 2, 1 Joseph Avenue, Mentone, VIC 3194. ABN 62 007 157 182.

SA Permit No. T20/862