

# **LA CASA DEL FORMAGGIO CHEESE PRIZE PACK COMPETITION TERMS AND CONDITIONS**

## **1. INTRODUCTION**

1.1 The following terms and conditions apply for the La Casa Del Formaggio Cheese Prize Pack Competition (the "Competition") and by submitting an entry into this Competition, entrants warrant that they have read, understand and agree to be bound by them.

1.2 These terms and conditions can be collected at the La Casa Del Formaggio reception desk at 35 Sunbeam Rd, Glynde, 5070, SA and can be downloaded from [www.lacasa.com.au](http://www.lacasa.com.au) ("the website").

## **2. PROMOTER**

The promoter is La Casa Del Formaggio (ABN: 95 601 849 060) trading as La Casa Del Formaggio of Level 35, Sunbeam Rd, Glynde SA, 5070 (the "Promoter").

## **3. DURATION**

3.1 The Competition will be open between 11:00am on Friday 15th October 2010 to Friday 17th December 2010 at 5:00pm (Competition Period). The Promoter reserves the right to extend the Competition Period at its own discretion.

## **4. ELIGIBILITY**

4.1 Entry is available to permanent residents of South Australia only.

4.2 Employees and the immediate families of the Promoter and its related bodies corporate are ineligible to enter. Employees and the immediate families of all associated sponsors and participating companies are also ineligible to enter.

4.3 A person is ineligible to participate in the Competition and redeem any prizes if they have won a prize in any competition run by the Promoter 6 months prior to their entry in this Competition.

## **5. METHOD OF ENTRY**

5.1 To enter: At CheeseFest 2010, during the Registration Period, entrants can complete an entry form, answer two (2) simple questions and submit the form into the entry box to be in the prize draw ("Entry"). At any other time during the Registration Period, entrants can log on to the website, complete their details and answer two (2) simple questions to go into the draw ("Entry").

5.2 Incomplete or incomprehensible entries (whichever is applicable) will not be eligible and will be disqualified. The Promoter reserves the right to disqualify any entry which in the opinion of the Promoter includes any content may be unlawful, profane, inflammatory, defamatory and/or damaging to the goodwill or reputation of the Promoter.

5.3 Any person who is discovered to have used or attempted to use more than one name in entering the Competition will be disqualified from participating in the Competition and/or redeeming a prize.

5.4 Unless otherwise stated in these terms and conditions, no person may enter this contest more than once and persons may not enter or participate in it on behalf of any third party.

5.5 All entrants acknowledge that the Promoter may rely on clauses 5.3 and 5.4 even after the Promoter has awarded or appeared to have awarded the prize to a person or after a person is announced as the prize winner. The Promoter reserves its rights to require return of the prize or payment of its value to the Promoter if this occurs.

5.6 Should an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.

## 6. DRAW

6.1 The winning entries will be selected based on merit (the best three (3) answers to the Question 'Which is your favourite La Casa Del Formaggio cheese and what you use it for?'), at 11.00am on Monday 20th December, 2010 at La Casa Del Formaggio, 35 Sunbeam rd, Glynde 5070.

## 7. PRIZE(s)

7.1 All prize values are the recommended retail value as provided by the supplier, are in Australian dollars and are correct at the time of printing.

7.2 There are three (3) prizes to be won. Each prize pack will consist of one (1) Italian cheese hamper, one (1) cheese board and knife set, one (1) Cook Book, one (1) Pizza set and one (1) pasta set. The RRP of each prize package is \$500.00. The total prize package is valued at \$1500.00.

## 8. PRIZE CONDITIONS

8.1 The Promoter does not warrant the merchantability, suitability and/or fitness for purpose of any goods and/or services awarded as a prize.

8.2 All prizes are subject to availability, non transferable and non exchangeable and are not redeemable for cash.

8.3 If a prize winner does not take any element of a prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner and cash (or any other compensation) will not be awarded in lieu of that prize or any part of it.

## 9. NOTIFICATION

All prize winner(s) will be notified via phone and email at the time of winning.

## 10. PRIZE COLLECTION

10.1 Prize winners will be asked to collect their prize from La Casa Del Formaggio reception at 35 Sunbeam Rd, Glynde, 5070. Should the winner ask for the prize to be delivered, the Promoter may choose to deliver the prize to the winner if the address is within a reasonable distance of the Promoter. The Promoter reserves the right to request winners to provide proof of identity in order to claim a prize. Proof of identity validity considered suitable for verification is at the Promoter's discretion. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

## 11. PRIZE AVAILABILITY

11.1 The Promoter will not be responsible or liable if for any reason beyond their reasonable control any element of any prize is not provided. The Promoter may, subject to State regulations, substitute a different prize of equivalent value in place of any prize referred to in these terms and conditions.

## 12. UNCLAIMED PRIZES

Prizes unclaimed after a period of three (3) months will be forfeited subject to State regulations.

## 13. PUBLICITY MATERIALS

13.1 It is a condition of entry that the Promoter has the right to publicise the names and Characters of any entrants for any promotion or matter incidental to the Competition.

13.2 Entrants consent to their entry being published online on the La Casa Del Formaggio web site.

13.3 By entering the competition, the entrant signs up to the La Casa Del Formaggio Mailing List, when under the Promoters discretion, promotional and informative emails may be sent to the entrant.

13.4 Entrants may be required by the Promoter to participate in photo, recording, video and/or film session(s) (the "publicity materials") and acknowledge that the Promoter has the right to use such publicity materials in any medium (including, without limitation, the internet) and in any reasonable manner it sees fit, unless that person advises the Promoter at the time of entering the Competition that he/she wishes to retain his/her anonymity.

13.5 Entrants also acknowledge that the publicity materials may be provided to the prize provider for the purposes of promotional display.

## 14. COPYRIGHT

By entering this Competition all entrants:

- assign to the Promoter all rights including present and future copyright in their entry and the publicity materials in all media (including, without limitation, the internet) and whether in existence now or created in the future;
- agree not to assert any moral rights in respect of their entry and the publicity materials (wherever and whenever such rights are recognised) against the Promoter, its assigns, licensees and successors in title;
- undertake to the Promoter that their entry is not in breach of any third party intellectual property rights.

#### 15. RELEASE AND INDEMNITY

To the extent permitted by law, all entrants release from, and indemnify the Promoter against all liability, cost, loss or expense arising out of acceptance of any prize(s) or participation in the Competition including (but not limited to) loss of income, loss of opportunity, personal injury and damage to property, whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise.

#### 16. TAMPERING AND OTHER MATTERS

16.1 If for any reason this Competition is not capable of running as planned as a result of any (including but not limited to) technical failures, unauthorised intervention, computer virus, mobile phone failure, tampering, fraud or any other causes beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Competition, the Promoter reserves the right (subject to State regulations) to disqualify any individual who (whether directly or indirectly) causes the same and/or to cancel, terminate, modify or suspend the Competition or any draw/s related to the Competition.

16.2 The Promoter accepts no responsibility for any late, lost or misdirected entries including but not limited to electronic messages not received by the Promoter due to technical disruptions, network congestion or any other reason.

16.3 The use of any automated entry software or any other mechanical or electronic means that permits any person to enter the Competition repeatedly is prohibited.

#### 17. EXCLUSION OF PARTICIPANTS

The Promoter reserves the right to exclude any person from participating in the Competition or a prize for any reason, including but not limited to, that person's medical condition or history, the preservation of the safety of the Promoter's staff members or any other person or because the Promoter deems that the behaviour of a person may bring the Promoter's brand into disrepute.

## 18. MINORS

18.1 If the prize winner is under the age of 18 years these terms and conditions must be signed by the prize winner's parent or legal guardian before the prize is awarded and the prize may at the absolute discretion of the Promoter be awarded to the prize winner's parent or legal guardian.

## 19. TERMINATION OF COMPETITION

The Promoter may (subject to State Regulations), vary the terms of or terminate this Competition at any time at its absolute discretion without liability to any contestant or other person. The Promoter will not award the prize if the Competition is terminated.

## 20. DECISIONS FINAL

All decisions and actions of the Promoter relating to the Competition and/or redemption of the prizes are exercised according its absolute discretion and are final. No discussions or correspondence with entrants or any other person will be entered into.

## 21. FAILURE TO ENFORCE TERMS AND CONDITIONS

A failure by the Promoter to enforce any one of these terms and conditions in any instance(s) will not give rise to any claim or right of action by any other person or contestant.

## 22. PERSONAL INFORMATION AND PRIVACY

The personal information supplied by entrants when entering this Competition will be used by the Promoter in accordance with its Privacy Policy. Please refer to the Privacy Policy by visiting the website for more information as entry in this Competition is an agreement to be bound by that policy. All entrants may have their details removed from the Promoter's database by simply contacting the Promoter or by sending an email to [sales@lacasa.com.au](mailto:sales@lacasa.com.au). If details are removed prior to the conclusion of the Competition and/or award of prize(s), entrants will forfeit their right to claim any prizes.