

GENERAL TERMS AND CONDITIONS FOR EAT LOCAL SA COMPETITIONS

ACCEPTANCE OF TERMS AND CONDITIONS

A person who enters a Competition will be bound by these terms and conditions as varied from time to time as well as the Specific Terms and Conditions for that Competition. Please read these terms and conditions as well as the Specific Terms and Conditions for that Competition carefully.

To the extent of any inconsistency, the Specific Terms and Conditions for a Competition will prevail over these terms and conditions.

Eat Local SA reserves the right to vary these terms and conditions at any time and without notice. Please check these terms and conditions on the Competition Page at regular intervals for any changes.

Eligibility for entry into Competition

Competitions are open to all residents of South Australia except officers, employees and contractors of Eat Local SA and its related bodies corporate and members of the immediate families of such persons.

Entries

Entries for a Competition must be submitted in accordance with the Specific Terms and Conditions during the Competition Period.

Entrants may only submit one entry for a Competition.

Any entry for a Competition which Eat Local SA determines is incomplete, illegible or incomprehensible, or fails to meet the requirements for that entry under these terms and conditions or the Specific Terms and Conditions for the Competition, will be rejected. Although Eat Local SA will endeavour to notify any Entrant whose entry is rejected, Eat Local SA will not be responsible for failing to provide such notice.

Entries must not contain any information, images or other material:

- that is inaccurate or misleading or deceptive in any material respect;
- in respect of which a third party holds the Intellectual Property Rights where the Entrant has not obtained all necessary consents to copy, disclose, distribute, incorporate or otherwise use the material for the Competition and to grant to Eat Local SA the licences in respect of that material set out in these terms and conditions and the Specific Terms and Conditions for the Competition
- that is discriminatory, obscene, pornographic, defamatory, liable to incite racial hatred, in breach of confidentiality or privacy, which may cause annoyance or inconvenience to others, which encourages or constitutes conduct that would be deemed a criminal offence, give rise to a civil liability, or otherwise is contrary to the law in Australia
- that is harmful in nature including computer viruses, Trojan horses, corrupted data, or other potentially harmful software or data
- that may be used in connection with spamming, spimming, phishing, trolling or similar activities.

Entries must not contain any images of another person without that person's permission (or in the case of a minor, the minor's parent or legal guardian).

Eat Local SA will fully co-operate with any law enforcement authorities or court order requiring us to disclose the identity or other details of any person contravening the above requirements.

Verification

Eat Local SA may require an Entrant to provide proof of the Entrant's identity, age, residency or other qualification for entry into a Competition to Eat Local SA's satisfaction.

Prizes

The description of the Prizes and number of Prizes (prize pool) to be awarded for a Competition is as set out in the Specific Terms and Conditions for the Competition.

Prizes are subject to availability. Eat Local SA makes no guarantee that a Prize for a Competition will correspond with its description in the Specific Terms and Conditions for the Competition and reserves the right to substitute a Prize for an item of equal or higher value or for cash.

Eat Local SA makes no warranty or representation in connection with any Prizes as to the value, quality, suitability for any purpose, dimensions or other property or attribute of the Prize.

Prizes will be awarded or delivered to winners, or made available for collection by Winners, as set out in the Specific Terms and Conditions for the Competition.

Tickets and vouchers as Prizes

Where the Prize is a ticket or voucher, the ticket or voucher will be valid for the date or period indicated on the ticket or voucher and will be subject to the terms and conditions determined by the vendor of the ticket or voucher.

Winning entries

All valid entries for a Competition will be judged and the winners determined in accordance with the Specific Terms and Conditions for the Competition. Eat Local SA's determination of the winners will be final and binding on all Entrants.

The winning Entrants will be notified of their win by email, post or telephone using the contact details submitted with their entries.

Eat Local SA may also publish the winning Entrants' details in any Eat Local SA newsletter, on the Eat Local SA Website, by email or other social media.

Minors

Where the winner of a Competition is under the age of 18 years, Eat Local SA may award the Prize to the winner's parent or guardian or may require the winner to be accompanied by the winner's parent or guardian when the Prize is awarded.

No transfer or exchange

Prizes are not transferrable and cannot be exchanged or redeemed for cash.

Facebook

Where the Competition is promoted on Facebook, or any information, images or other content in respect of the Competition is posted on Facebook, such information, images and content is collected by Eat Local SA and not by Facebook. In addition, the Entrants:

- acknowledge that the Competition is in no way sponsored, endorsed or administered by, or associated with, Facebook
- completely release Facebook in respect of all liability arising from the Competition.

Promotion

All Entrants must at their own cost comply with all reasonable requests by Eat Local SA for the participation of Entrants in promotional activities in respect of the Competition. All Entrants consent to:

- their name being used in promotional material in connection with the Competition
- being filmed, photographed or otherwise recorded in connection with the Competition
- such films, photographs and recordings being broadcast or otherwise made public at any time.

Termination of participation

Eat Local SA may terminate the participation of an Entrant in a Competition, refuse to award a Prize to an Entrant or recover a Prize awarded to an Entrant without notice for any reason including, without limitation, if that Entrant:

- submits an entry otherwise than in accordance with these terms and conditions or the Specific Terms and Conditions for the Competition or tampers with the process for making an entry
- commits any breach of these terms and conditions or the Specific Terms and Conditions for the Competition
- abuses any privilege afforded to the Entrant under the Competition
- supplies any misleading information or makes any misrepresentations to Eat Local SA or its agents in connection with the Competition
- is otherwise dishonest or fraudulent in its dealings in connection with the Competition
- behaves in a manner which diminishes the name or reputation of Eat Local SA, is unlawful or otherwise inappropriate.

An Entrant may terminate their participation in the Competition at any time by emailing notice to Eat Local SA at contact@eatlocalsa.com.au.

Eat Local SA will not be liable for any loss or other consequence arising out of termination of an Entrant's participation in a Competition whatsoever.

Suspension and termination of Competition

Eat Local SA may suspend or terminate a Competition at any time at its discretion without prior notice, and will not be liable for any loss or other consequence arising out of such suspension or termination whatsoever.

Eat Local SA Website

While Eat Local SA takes all reasonable care in the construction, operation and content of the Eat Local SA Website, it makes no guarantee or warranty that:

- the use of the Eat Local SA Website will be uninterrupted or virus and error free
- any information contained on the Eat Local SA Website is complete, accurate or up to date.

Entrants must take their own precautions to ensure that the process which they employ for accessing the Eat Local SA Website in making an entry in a Competition does not expose them to the risk of viruses, malicious computer code or other forms of interference which may damage their computer system. Eat Local SA is not responsible for any interference or damage to computer systems which may arise in connection with accessing the Eat Local SA Website or any other website linked to the Eat Local SA Website.

Access to the Eat Local SA Website may be terminated at any time without notice.

Intellectual Property

By entering a Competition, an Entrant grants to Eat Local SA and to any member or sponsor of Food SA sponsoring the Competition or providing the Prize, an irrevocable, perpetual non-exclusive royalty free license to download, print, display, perform, reverse engineer, modify, adapt copy, reproduce, transmit, disseminate and publish any images or material contained in or submitted with an Entrant's entry and to create derivative works from any part of such image or material for any purpose and to grant sublicenses of the same.

Disclaimer

Eat Local SA makes no express or implied warranty or representation in connection with any Competition other than those set out in these terms and conditions or the Specific Terms and Conditions for the Competition.

Tax Liability

Liability for tax on Prizes received may vary in accordance with individual circumstances. Entrants should seek their own independent tax advice in respect of any Prizes received.

Any tax, liability or duty arising from Prizes received by an Entrant is the responsibility of the Entrant.

Limitation on Liability

To the fullest extent permitted by law:

- any liability that Eat Local SA may have to an Entrant whether for negligence, breach of contract or otherwise in respect of a Competition is, to the fullest extent permitted by law, limited to conducting the Competition and awarding Prizes in accordance with these terms and conditions and the Specific Terms and Conditions for the Competition
- Eat Local SA will have no liability whatsoever for any loss of profits or any other incidental, consequential or indirect loss or other consequence in connection with the Competition.

No waiver

No granting of time indulgence or failure to enforce a provision of these terms and conditions shall constitute a waiver by Eat Local SA of the same.

Release and indemnity

Each Entrant releases and indemnifies Eat Local SA from and against any liability arising from:

- any breach of these terms and conditions or the Specific Terms and Conditions for the Competition by the Entrant
- any use or misuse of a Prize by the Entrant
- any other conduct by the Entrant which entitles Eat Local SA to terminate the participation in the Competition of the Entrant.

Privacy

Eat Local SA collects personal information to provide and market its services and sponsorship opportunities and may disclose that information to its contractors who assist it with these activities and to its members and sponsors. It may disclose personal information to its IT service providers in the USA and to other overseas recipients as part of providing its services, where required or authorised by law or where consent to such disclosure is given. Eat Local SA's **Privacy Policy** contains information about how an individual may access or correct information Eat Local SA holds about the individual, how complaints about a breach of privacy can be made to Eat Local SA and how such complaints will be dealt with.

By entering the Competition, an Entrant irrevocably consents to Eat Local SA disclosing the Entrant's personal information to any member or sponsor of Eat Local SA sponsoring the Competition or providing the Prize.

Governing Law

These terms and conditions will be construed according to and governed by the law of South Australia, Australia. The parties submit to the exclusive jurisdiction of the courts in and of South Australia in relation to any dispute arising under these terms and conditions.

Definitions

In these terms and conditions unless the context otherwise requires:

- **Competition** means any trade promotion or competition other than a lottery or game of chance, promoted by Eat Local SA from time to time
- **Competition Page** means in respect of a Competition the web page on the Eat Local SA Website promoting the Competition
- **Competition Period** means in relation to a Competition, the Competition Period as set out in the Specific Terms and Conditions for the Competition
- **Entrant** means an entrant in a Competition and who is eligible to enter that Competition in accordance with these terms and conditions
- **Intellectual Property** and **Intellectual Property Rights** includes property and rights in connection with copyright (including future copyright and rights in the nature of or analogous to copyright), know-how, trade mark, service mark, design, inventions (including patents), semi-conductor or circuit layout rights, trade, business or company names, or other proprietary rights, or any rights to registration of such rights (including all renewals and extensions)
- **Prize** means in respect of a Competition, the prize, award or other benefit to be awarded to the winner of the Competition as set out in the Specific Terms and Conditions for the Competition

- **Specific Terms and Conditions** means in respect of a Competition, the terms and conditions of entry for that Competition published by Eat Local SA at or about the time of the Competition
- **Eat Local SA** means Food South Australia Incorporated ABN 59 149 235 570
- **Eat Local SA Website** means the website at www.eatlocalsa.com.au.

Interpretation

In these terms and conditions, and in the Specific Terms and Conditions for a Competition, unless the context otherwise requires:

- headings do not affect interpretation
- singular includes plural and plural includes singular
- words of one gender include any gender
- a reference to a party includes its executors, administrators, successors and permitted assigns
- a reference to a person includes a partnership, corporation, association, government body and any other entity
- a provision is not to be construed against a person because that person prepared it;
- an unenforceable provision or part of a provision may be severed, and the remainder of the terms and conditions continues in force, unless this would materially change the intended effect of those terms and conditions
- the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions.