

Ginger of the Month Terms & Conditions

1. Information regarding prizes and how to enter forms part of these Terms and Conditions. By entering this Promotion, the Entrant agrees to these Terms and Conditions.
2. Entries for the “Ginger of the Month” promotion (the “Promotion”) opens on the first day of each calendar month at 12:01am and close at 11:59pm AEDT on the last calendar day of each month (the “Promotion Period”). For example for entrants wanting to enter in the June Promotion they would need to submit their entry between 12:01am June 1st and 11:59pm June 30th. If they submitted on the 1st of July their entry would instead go into eligibility for July’s promotion.
3. This promotion is open to residents of Australia only, aged 14 years and over submitting on their pets behalf.
4. Employees (and their immediate families) of the Promoter, including any parent, subsidiary or affiliated company and agencies associated with this promotion are ineligible to enter or vote. 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. Entrants under 18 years of age must have parental/guardian approval to enter and further, the parent/guardian of the Entrant 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 entering this Promotion,
6. The Promoter is Buderim Ginger Limited (ACN 010 978 800) of 50 Pioneer Rd, Yandina, Queensland 4561.

How to Enter

7. To enter, an Entrant must complete the online entry form available at <http://www.theingernet.com/competitions/enter/ginger-pet> during the Promotion Period and:
 - a. Enter the mandatory fields including:
 - i. First and Last Name;
 - ii. Email address;
 - iii. Postcode

- b. Answer the competition question, “Tell us a little about why your pet is the most adorable, loveable or sassy ginger of them all?”
 - c. Upload at least 1 and no more than 4 photographs of the Entrant which clearly displays that they have ginger in their fur, feathers, scales, skin or exterior.
 - d. Acknowledge that the Entrant has read these Terms and Conditions and accept these by checking the appropriate box.
8. By submitting an application, Entrants acknowledge, agree and expressly consent to the photograph submitted by the Entrant and chosen by the Promoter, the Entrant’s name and the answer to the competition question;
 - a. being made public via the Promoter’s website, on the Ginger Net ‘Ginger Pets’ gallery page <http://www.thegingernet.com/ginger/#!/channel/ginger-pet> and various social media networks, including Facebook, Instagram, Pinterest and Twitter;
 - b. being shared by members of the public via email and various social media networks.
9. Photographs must be submitted in JPEG or PNG format and can be no larger than 5MB each.
10. All Entrants must have ginger or red hair, fur, feather, skin or exterior via natural means during the Promotion Period.
11. The Promoter will review and moderate each entry before it is uploaded to the live webpage and the Promoter reserves the right to not publish any images in the Promoter’s sole discretion.
12. No inappropriate images including but not limited to animal mistreatment, animal exploitation or inappropriate animal welfare will be accepted and will disqualify the applicant’s entry
13. One of the photographs submitted by each Entrant will be chosen by the Promoter, at its sole discretion, to post online at the ‘Ginger Pets’ channel gallery page at <http://www.thegingernet.com/ginger/#!/channel/ginger-pet> . All eligible images will be published live within 24 hours of being submitted.
14. Only 1 entry per Entrant is permitted per month for this Promotion. The Promoter reserves the right to verify the validity of entries.

Prizes

15. Prizes:

There is 1 'Major' prize to be won as part of the Promotion:

- a. 1x \$100 Petbarn voucher
- b. 8 x Buderim Ginger Pack (RRP \$40) including:
 - i. Either 1 x bottle of Buderim Ginger Refresher Cordial, OR 1 x bottle of Buderim Ginger Revitalise Cordial;
 - ii. 1 x jar of Buderim Ginger Original Marmalade;
 - iii. 4 x cans of Buderim Ginger Beer;
 - iv. 1 x pack of Buderim Ginger Bears;
 - v. 1 x Frisbee;
 - vi. 1 x Beach ball; and
 - vii. Ginger T-Shirt

16. The maximum retail value of the prize pool is \$140 based on the recommended retail price of the prizes listed above, as at the commencement of the Promotion.

Prize Winners

17. The Ginger of the Month Winner is chosen by representatives from the Promoter. The winner will be determined at the offices of the Promoter on the 3rd day of each month. The Prize Winners will be notified via email within three days of determination of the Winner.

18. All Prize Winner's names will be published on www.thegingernet.com and on Buderim Ginger Limited's and The Ginger Net's social media sites including Facebook: <https://www.facebook.com/buderimginger> <https://www.facebook.com/thegingernet> Twitter: <https://twitter.com/TheGingerNet> <https://twitter.com/BuderimGinger> Instagram: <http://instagram.com/buderimginger> <http://instagram.com/thegingernet>

General

19. These Terms & Conditions are available as a link from the Promoter's website.
20. This is a game of skill and chance plays no part in determining the Prize Winners.
21. The Promoter reserves the right, at any time, to verify the validity of entries, votes and Entrants (including an entrant's identity, age and place of residence) and to disqualify any Entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry or voting process. Errors and omissions will 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.
22. The Promoter reserves the right, at any time, to invalidate any votes which it reasonably suspects have been submitted using false, incorrect, fraudulent or misleading information, including but not limited to personal details and contact information and/or votes that have been submitted through the use of multiple identities, email addresses or accounts.
23. Incomplete or indecipherable entries will be deemed invalid.
24. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
25. The Promoter reserves the right to re-draw the prize for Ginger of the Month should the Prize Winner be unable to satisfy these terms and conditions, forfeits or is not able to be contacted within seven (7) days of the determination of the prize winner.
 - a. If required, the Ginger of the Month will be awarded to the runner up, which is the entrant deemed second by the Promoter.
26. The Prize Winners will be notified with the details provided in the online entry form. The Promoter is not responsible for any notification that is misdirected, lost or damaged, or if a prize winner cannot be contacted due to incorrect details being provided in the online entry form.
27. The Promoter will post the Prizes to each Prize Winner using the postal address provided by the Prize Winner. The Promoter provides no warranty with respect to the timeliness, accuracy or otherwise of any postal or delivery service which it utilises and will not incur liability for any failed delivery of a prize.
28. The Major Prize (bookings, tickets and registrations) will be delivered via registered post to the Prize Winner.

29. The Promoter will arrange for and meet the costs of shipping/postage to the prize winner using the postal address provided by the prize winner on the entry form, provided that address is within Australia.
30. The Promoter does not accept any responsibility for variation in the value of the Major Prize items. The Major Prize does not include any costs of a personal, ancillary or related nature not expressly stated in these Terms and Conditions. All such costs are the responsibility of the Prize Winner
31. When an entrant submits any photographs or materials via the promotion including comments ("Content"), the Entrant, unless the Promoter advises otherwise, licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display such Content for any purpose in any media, without compensation, restriction on use, attribution or liability. Entrants agree not to assert any moral rights in relation to such use and warrant that they have the full authority to grant these rights. Entrants agree that they are fully responsible for the Content they submit. The Promoter shall not be liable in any way for such Content to the full extent permitted by law. Entrants 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 shall not contain viruses or cause injury or harm to any entity; and (c) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.
32. Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.
33. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner, likeness, image and/or voice if a winning team, (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.
34. 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 entrant/voter; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.

35. To the full extent permitted by law, the Promoter is not liable for any loss suffered or sustained to persons or property, including but not limited to, consequential (including economic) loss by reason of any act or omission, deliberate or negligent by the Promoter or its agents, in connection with the arrangement for supply or the supply of any goods or services by any person to the Prize Winners. This clause does not affect and it is not intended to affect, any rights a consumer might have which are not able to be excluded under applicable Australian consumer protection laws.
36. If any act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these terms and conditions, the Promoter will not be liable for any failure to perform (or delay in performing) its obligations. The Promoter reserves the right (subject to any applicable law) to cancel, terminate, modify or suspend this promotion or any part of it.
37. The use of any automated entry software or any other means including but not limited to mechanical or electronic means that allows an person to automatically enter or vote repeatedly is prohibited and will render all entries/votes accrued by that Entrant as being invalid. The Promoter reserves the right to disqualify any Entrant for tampering with the voting process in any way, directly or indirectly.
38. Entries are only valid for the Promotion when received as per these terms and conditions.
39. The Promoter is not responsible for any technical errors in communication networks, internet access or for the prevention of entry to the promotion. All internet costs incurred in entering the promotion are the entrant's responsibility and must be made with the consent of the account holder.
40. The Promoter's decision is final and no correspondence will be entered into.
41. The Prize is not transferable or assignable and cannot be taken as cash. For the avoidance of doubt, if a prize-winner chooses not to redeem any element of the Prize, then that element will be forfeited and neither cash nor any other form of compensation will be provided by the Promoter in lieu of that declined element of the Prize; and the Promoter accepts no responsibility whatsoever for the reduction in value of the Prize.

42. 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 2010 (Cth), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State 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.
43. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to access, update or correct information to the Promoter. All entries become the property of the Promoter. The Promoter will also use and handle personal information as set out in its privacy policy which can be accessed by visiting <http://www.buderimginger.com/privacy-policy>.