

**TERMS AND CONDITIONS**  
**"Win a Chocolate Pendant" Promotion**

1. The "Win a Chocolate Pendant" (**Promotion**) is being run by Edible Blooms Pty Ltd ABN 37 191 313 308 of 32 Richmond Rd, Keswick, South Australia 5032 (**Promoter**).
  2. Information on how to enter the Promotion and the prizes to be won form part of these Terms and Conditions. Entry into this Promotion is deemed acceptance of these terms by each entrant.
  3. **Entry Restrictions**
    - 3.1 Entry is only open to Australian residents aged 18 years or over, excluding:
      - (a) the Directors, Officers and employees of the Promoter and all agencies and companies indirectly or directly associated with the Promotion; and
      - (b) the immediate family members of the people described in paragraph (a),
- (Entrants).**
- 3.2 "Immediate family member" means spouse, parent, natural or adopted child, and sibling (whether natural or adopted by a parent), whether or not they live in the same household as the director, employee or officer.
4. **Prize Details**

1 x Chocolate Diamond Pendant on a 9ct gold chain, valued at \$3,999, plus 1 x Edible Bloom valued at \$109 (together, **Prize**). Total prize pool is valued at \$4,108.
5. **Promotion Period**

The Promotion opens at 9:00am AEDT 3/2/2014 and closes at 5:00pm AEDT on 13/02/2014. No entries will be accepted after this time. There will be one prize draw. The winner will be determined at 9:00am on 14/02/2014 and announced on that day. The winner will be contacted via phone and/or email and also published on the Edible Blooms website and Facebook page.
6. **Verification Requirements**
  - 6.1 The Promoter reserves the right, at any time, to verify the validity of entries 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 process. Ineligible entries will be deemed to be invalid, however, 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.
  - 6.2 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.

## 7. **Entry Procedure**

7.1 To enter, Entrants must, during the Promotion Period:

- (a) go to the Promotion webpage at [www.edibleblooms.com.au/winchocpendant](http://www.edibleblooms.com.au/winchocpendant) (**Promotion Webpage**); and
- (b) complete the entry form in accordance with the instructions on the Promotion Webpage, including providing their first name, last name, valid email address, phone number, state and upload the following content:
  - (i) a gift message to a loved one for Valentine's Day of 100 words or less; and
  - (ii) an optional photograph or audio clip that showcases the gift message, (together, **Content**).

7.2 Any cost associated with accessing the Promotional Webpage is the Entrant's responsibility and is dependent on the Internet service provider used.

7.3 An entry will only be eligible for the Promotion where it complies with these Terms and Conditions in every respect. No responsibility is accepted by the Promoter for late, lost, misdirected, ineligible or illegible entries.

7.4 All entries and the content contained in those entries become the property of the Promoter.

7.5 Once submitted, no changes to or withdrawal of an entry will be permitted. Entries will not be returned by the Promoter.

7.6 The Promoter will not be liable for any loss (including but not limited to indirect or consequential loss), damage or personal injury which is suffered or sustained (including without limitation to that caused by any person's negligence) relating to this Promotion or the awarding or taking of the Prize(s) except for any liability which cannot be excluded by law (in which case liability is limited to the minimum amount permitted by law).

7.7 The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, communication network, computer equipment, software, technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including any error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise, injury or damage to entries or to Entrants' or any other person's computer related to or resulting from participation in or downloading any materials in this Promotion.

7.8 If the Promotion is not capable of being conducted on the dates and in the manner described in these Terms and Conditions or otherwise due to circumstances beyond the Promoter's control, including but limited to due to any technical or communications problems, vandalism, power failures, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter reserves the right to amend, suspend or cancel the Promotion.

## 8. **Maximum Number of Entries**

Entrants can enter and submit multiple entries. However, the Promoter reserves the right to reject any entries that are seen as duplicating the same Content multiple times, or manipulating the spirit of the Promotion. In the event that multiple substantially similar entries are identified, the judges may disqualify one or more of those entries in their sole discretion.

## 9. **Judging criteria**

9.1 The Promotion is a game of skill, and chance plays no part in determining the winner.

9.2 The Prize winner will be individually judged based on the Content's creative merit, execution and alignment with the spirit of the Promotion. The Winner will be selected at the end of the Promotion Period by a panel of Judges appointed by the Promoter. The Judges' decision in relation to any aspect of the Promotion will be final and binding on every person who enters. No correspondence will be entered into.

9.3 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.

9.4 Entrants warrant and agree that: (a) the Content submitted is the Entrants' original work and they own all intellectual property rights in the Content (including, without limitation, in any music and script) (b) 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; (c) they have obtained all consents and permissions (including those related to moral rights) necessary, including without limitation the consent of any person identified or otherwise featured in the Content, to submit the Content and allow the Promoter to deal with the Content in accordance with these Terms and Conditions and otherwise without restriction; (d) they will obtain full prior consent from any person who has jointly created or has any rights in the Content, to the uses and terms herein; (e) their Content shall not contain viruses or cause injury or harm to any person or entity; and (f) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, defamation, privacy, publicity and the access or use of others' computer or communication systems.

## 10. **Claims and Prize availability**

10.1 The Promoter and their associated agencies and companies will not be liable for any accident, injury, loss (including but not limited to consequential loss, death, personal injury or damage to property) or claim that may occur:

- (a) during the judging;
- (b) by reason of entry into the Promotion;
- (c) by reason of the winner being unable to accept the Prize; or
- (d) as a result of the winner accepting, or using the Prize.

- 10.2 If a Prize, or any part of a Prize, is unavailable for any reason, the Promoter reserves the right to substitute another prize of equal or greater value for that prize, or element of it, subject to the approval of any relevant authority. The Promoter and its representatives will not be liable for any damage to or delay in transit of prizes.
- 10.3 The Promoter accepts no responsibility for any tax implications that may arise from winning of the Prize. Independent financial advice should be sought.

## 11. **Privacy**

- 11.1 The Promoter may use personal information Entrants provide in entering the Promotion to send information about the Promoter's products and services (including via electronic means). If Entrants do not provide the information requested they may not be able to enter the Promotion. The Promoter is bound by the National Privacy Principles contained in the *Privacy Act 1988* (Cth). If an Entrant wishes not to receive information from the Promoter they can 'opt-out' by clicking on the 'unsubscribe' link at the bottom of the email, or phoning the Promoter on 1300 768 996.
- 11.2 If an Entrant believes that a breach of their privacy has occurred (including, where they believe the Promoter has breached its obligations under the *Privacy Act 1988* (Cth)), or if an Entrant has any other queries or concerns regarding their privacy and the way the Promoter handles their personal information, please refer to the Promoter's privacy policy at [www.edibleblooms.com.au/page/privacy-policy](http://www.edibleblooms.com.au/page/privacy-policy).
- 11.3 The Promoter may communicate or advertise this Promotion using Facebook. The Promotion however, is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants are providing their information to the Promoter and not to Facebook. Each Entrant releases Facebook from any and all liability.

## 12. **Usage of entries**

- 12.1 By submitting an entry to the Promotion, each Entrant assigns all rights, title and interest (including all intellectual property rights) in the entry to the Promoter and consents to the Promoter using the entry in any manner the Promoter wishes (including modifying, adapting or publishing the entry, whether in original or modified form, in whole or in part or not at all), by way of all media, without payment to the entrant (of royalties, compensation or otherwise). Each Entrant acknowledges that no additional documentation is necessary to complete the assignment made in these Terms and Conditions, but that the Entrant will do all things reasonably requested by the Promoter to enable the Promoter to further to assure its title to the rights assigned to it.
- 12.2 By submitting an entry, each Entrant consents to any dealings with the entry that may otherwise infringe their moral rights in the entry. The Promoter may copy any content submitted as part of an entry, cause the content to be seen and/or heard in public, and communicate the content to the public. It may also allow third parties to do these things.
- 12.3 In addition to the above, each Entrant consents to the Promoter using (or permitting authorised third parties to use) the Entrant's name, likeness, image and/or voice (including photographs or recordings) in any media for an unlimited period of time without payment for the purposes of this Promotion and any commercial or non-commercial purpose the Promoter sees fit.

13. **Indemnity**

The Entrant agrees to indemnify and hold harmless the Promoter and each of its agents, instrumentalities, officers and employees and to keep them indemnified, against all loss, actions, proceedings, costs, expenses (including legal fees on a solicitor and own client basis), claims and damages arising from:

- (a) any breach by the Entrant of these Terms and Conditions;
- (b) the submission of the entry into the Promotion;
- (c) the award and/or acceptance of any Prize; and/or
- (d) the use of, or participation in, any component of any Prize.

14. **Limitation of liability**

To the extent permitted by law, all conditions, warranties, guarantees, rights, remedies, liabilities and other terms implied by statute, custom or the common law are excluded from the Promotion and these Terms and Conditions. If any supply under these Terms and Conditions is a supply of goods or services to a consumer within the meaning of the *Australian Consumer Law*, nothing contained in these Terms and Conditions excludes, restricts or modifies the application of any provision, the exercise of any right or remedy, or the imposition of any liability under the *Australian Consumer Law*, provided that, to the extent that the *Australian Consumer Law* permits, the Promoter (including its officers, employees and agents) excludes all liability arising whether in tort (including, without limitation, negligence), contract or otherwise for any personal injury or any other loss or damage (including without limitation loss of profit or loss of opportunity) whether direct, indirect, special or consequential arising in any way out of the Promotion or, if successful, any Prize.

15. **Governing law**

The conduct of the Promotion and these Terms and Conditions are governed by the laws of South Australia. By submitting an entry, the Entrant submits to the exclusive jurisdiction of the courts of South Australia.