

Conditions of Entry

1. The competition is known as the 'Spatone Apple Instagram Competition' **(Competition)**.
2. The Promoter is Martin & Pleasance. Pty. Ltd (ACN) of 7 Rocklea Drive Port Melbourne VIC 3207 (Telephone: 03 9427 7422) **(Promoter)**.
3. Information on how to enter the Competition and the prize form part of these Terms and Conditions. Participation in this Competition is deemed acceptance of these Terms and Conditions. Any updates to these Terms and Conditions will be published on the Promoter's website at <https://www.martinandpleasance.com/wp-content/uploads/2020/06/SpatoneapplesocialCompetitionJulyAugfinal.pdf>. It is the entrant's responsibility to check these Terms and Conditions for updates regularly.
4. Eligibility to enter the Competition is subject to compliance with these Terms and Conditions. Individuals must be Australian residents to be eligible to enter. All entrants under 18 years old of age (as at the commencement of the Competition) must have parental/guardian approval to enter and 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 entrant entering this Competition.
5. The following persons are ineligible to enter the Competition or win the prize for themselves or on behalf of any other person:
 - (a) office holders, management, employees and contractors of the Promoter;
 - (b) any nominee, retailer or supplier associated with the Competition;
 - (c) immediate family members of persons listed in (a) and (b) where 'immediate family members' means any of the following: spouse (including a de facto spouse), ex-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 first cousin, whether or not they live in the same household as the person listed in (a) or (b).
6. The Competition commences at 3pm AEDT on Friday 3rd of July and concludes at 9am AEDT Monday the 27th of July **(Competition period)**. No entries will be accepted after this time. There will be three individual competitions in the competition period, open as follows:
 - w/c 29th June - comp dates: 3pm Friday 3rd July - 9am Monday 6th July
 - w/c 6th July - comp dates: 3pm Friday 10th July - 9am Monday 13th July
 - w/c 20th July - comp dates: 3pm Friday 24th July - 9am Monday 27th July
7. Entries which do not complete the below entry steps will be deemed ineligible.

How to enter

8. The competition will be hosted on the @spatone_anz Instagram page on three separate posts, posted on:
 - w/c 29th June - comp dates: 3pm Friday 3rd July - 9am Monday 6th July
 - w/c 6th July - comp dates: 3pm Friday 10th July - 9am Monday 13th July
 - w/c 20th July - comp dates: 3pm Friday 24th July - 9am Monday 27th July

To enter, entrants will be required to follow the Spatone Instagram page (@spatone_anz) and comment on the @spatone_anz post and tell us in the post comments 'how you maintain a healthy immune system for a chance to win 1 months' worth of Spatone Apple to help support your immunity'. Entrants can enter as many times as they like, and each comment will be considered as one entry. The most creative answer wins.

9. Judging will take place on each of the below dates:

- 12pm AEDT Monday 6th July
- 12pm AEDT Monday 13th July
- 12pm AEDT Monday 27th July

at Martin and Pleasance, 7 Rocklea drive, Port Melbourne by representative(s) of the Promoter. The winners will be selected based on the most creative answer (game of skill).

10. The winner/s will be notified via a response to their Instagram comment by the promoter. The winner/s will be required to respond to @spatone_anz via Direct Message on Instagram, providing their full name and residential address for posting of the prize. Winners must contact the promoter within five days of being notified they have won the prize. Failure to do so will result in a new winner being chosen as per point 9. by the promoter. Prizes will be sent out to the winners within 28 days of Martin and Pleasance receiving their name and address. Addresses must be a residential address, not a PO Box.

11. It is the responsibility of each eligible entrant to ensure that their details, including their full name and address details are correct.

Prize

12. There are 6 prizes available (2 x winners per post) which consist of:
1 x 28 day box of Spatone liquid iron – apple.

Total Prize Value: \$229.80 (including any GST) based on recommended retail prices.

13. The prizes are not transferrable, changeable, exchangeable or redeemable for cash or other goods or services. Any images associated with the prize are for promotional purposes only. The prizes will be subject to any conditions imposed by the Promoter or by the supplier or the organiser of the prize. Vouchers are subject to the usual terms and conditions of the voucher issuer, including any expiry date.

Other Terms and Conditions

14. Any change in value occurring between the publishing date and the date the prizes are claimed is not the responsibility of the Promoter. If a prize or any element of a prize is unavailable for any reason, the Promoter reserves the right to substitute that prize or element with another item of equal or higher value as determined by the Promoter, subject to the approval of any relevant authority if required.

15. The Promoter reserves the right to verify the validity of entries (including an entrant's identity, age and place of residence) and to disqualify any eligible entrant (and to prohibit that entrant from resubmitting an entry into the Competition) where the Promoter believes that the entry or the entry process has been tampered with or

where any entry has been submitted otherwise than in accordance with the Terms and Conditions. The Promoter may also disqualify any entrant who acts in a disruptive manner or who acts with intent or effect of annoying, abusing, threatening or harassing any other person or who behaves in a manner which may diminish the good name or reputation of the Promoter or any of its related bodies corporate or the agencies or companies associated with this Competition, or who engages in conduct which is contrary to law or is otherwise inappropriate.

16. Entries must not include any content that contravenes any law, infringes the rights of any person or is obscene, offensive, potentially defamatory, discriminatory, indecent, objectionable or inappropriate (which includes any content involving nudity, malice, excessive violence or swearing).

17. The Promoter accepts no responsibility for any lost, late, misdirected entries, illegible entries (including lost, stolen, forged, defaced or damaged entries) or entries deemed ineligible due to incorrect entrant information. The Promoter will not accept entries which are incomplete, illegible, or which are generated by computers or other automated means.

18. The Promoter's decision in relation to any aspect of the Competition is final and binding on each person who enters and no correspondence will be entered into. Any failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

19. All entries into the Competition become the absolute property of the Promoter where applicable. The entries may be used by the Promoter in marketing material, including PR and social media activities, unless otherwise stated by the entrant in writing. Entrants consent to the Promoter using the entrant's name, image and likeness in the event they are the winner (including photograph, filming and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Competition (including the outcome) and promoting any products manufactured, distributed, and/or supplied by the Promoter or its related companies.

20. By entering this Competition, each entrant accepts full responsibility for the decision to participate in the Competition and agrees to take the prize should he/she be selected as a winner. The Promoter shall not be liable for any loss or damage whatsoever suffered, including but not limited to direct or consequential loss, or personal injury suffered or sustained in connection with any prizes or entering the Competition. The Promoter shall not be responsible for any costs associated with entering the Competition, including but not limited to, internet costs and photo costs. The winner releases the Promoter, its related bodies corporate, affiliates, officers, agents, employees and suppliers (the "Released Parties") from all liability, loss and damage of any kind arising out of or in connection with the acceptance of, and participation in, any prize. Without limiting the foregoing, the Released Parties will not be liable for any loss or damage whatsoever which is suffered (including but not limited to direct or consequential loss) or for any personal injury suffered or sustained in connection with the prize which cannot be excluded by law (in which case liability is limited to the minimum amount allowable by law).

21. Without limiting the previous paragraph, the Promoter and its associated agencies and companies will not be liable for any damage, loss or delay in transit to the prize or be liable for any damage that occurs to the prize.

22. The Promoter reserves the right, at its sole discretion and without notice, to cancel, modify or suspend these terms and/or this Competition in whole or in part, including, but not limited to in the event of fraud, technical or other difficulties or if the

integrity of the Competition is compromised, subject to any written directions from various Australian lottery departments and without liability to the entrant. The contact details of the winning entry may be passed onto a third party for prize notification and fulfilment.

23. If this Competition is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law and subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Competition as appropriate. If that happens, the Promoter reserves the right to select a winner from entries received at that time.

24. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the Competition or suspend or modify a prize, subject to any written directions from a relevant regulatory authority.

25. The Promoter is not liable for any tax implications arising from any prize winnings. Independent financial advice should be sought by the prize winner if necessary. Where this Competition involves, for GST purposes, supplies being made for non-monetary consideration, entrants will follow the Australian Taxation Office's stated view that where the parties are at arm's length goods and services exchanged are of equal GST inclusive market values.

26. Entrants provide their information to the Promoter and not to Facebook or Instagram. This Competition is in no way sponsored, endorsed or administered by, or associated with Facebook or Instagram. Each entrant agrees to completely release Facebook and Instagram from any and all liability in connection with this Competition. Any questions, comments or complaints about this Competition must be directed to the Promoter and not to Facebook or Instagram.

27. Entrants' details may be used for future promotions carried out by the Promoter. Entrants can request not to receive information about future promotions by emailing info@mandp.com.au or unsubscribing from email communications. The Promoter may continue to provide entrants with information for an indefinite period unless and until advised otherwise by the entrant.

28. The Promoter collects personal information ("PI") in order to conduct the Competition 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. By entering this Competition and providing your PI, you agree to such disclosure. Although you may choose not to provide certain information, please be aware that this may affect your eligibility to enter the Competition. The Promoter will use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.martinandpleasance.com/terms-conditions/>. An entrant can gain access to, update or correct any personal information held by contacting the Promoter at info@mandp.com.au. All personal information will be held at the office of the Promoter. 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 entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. The Promoter will not disclose entrant's personal information to

any entity outside of Australia.

29. These Terms and Conditions are governed by the laws of Victoria. Entrants submit to the exclusive jurisdiction of the courts of Victoria.