

## “DRAKES SUPERMARKETS – MCCAIN \$12K GIVEAWAY CONSUMER PROMOTION”

### **HOW TO ENTER**

To be eligible to enter individuals must purchase any McCain Pickers range product in the one transaction in-store at any participating Drakes Supermarket in South Australia or Queensland during the promotional period.

Participants can enter either by:

- a. Online: visit [www.drakes.com.au/competitions](http://www.drakes.com.au/competitions) and follow the links to enter your details as prompted. Entrants must keep an original copy of their receipt as proof of purchase.
- b. myDrakes App: Automatic entry into the promotion is triggered upon scanning your myDrakes App in an eligible transaction at the register during the promotion.

### **TERMS AND CONDITIONS**

1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to all terms and conditions. Parents/guardians may be required by the Promoter to enter a further agreement as evidence of consent to enter this Promotion.
3. Employees (and their immediate families) of the Promoters, participating Drakes Supermarkets, the Prize Providers and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: parent, sibling, child or spouse.
4. The Promoters reserve 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. Errors and omissions will be accepted at the Promoters' discretion. Failure by the Promoters' to enforce any of their rights at any stage does not constitute a waiver of those rights.
5. Incomplete, indecipherable, or illegible entries will be deemed invalid.
6. Multiple entries permitted, subject to the following: (a) only one entry permitted per purchase receipt; (b) only one entry permitted per person per day; and (c) each entry must be submitted separately and in accordance with entry requirements.
7. If there is a dispute as to the identity of an entrant, the Promoters reserve the right, in their sole discretion, to determine the identity of the entrant.
8. Promotion commences on 24/07/2024. Final entries close 9:00pm AEST on 20/08/2024.
9. The prize draw will take place, via random name generator, at Drakes Supermarkets Media Centre (15 Alfred Avenue, Beverley South Australia 5009) 12:00noon on 26/08/2024. The winners will be notified in writing and via phone within 7 days of the prize(s) being drawn and the winners details (last name, first initial and postcode) posted online at [www.drakes.com.au/competitions/competition-winners](http://www.drakes.com.au/competitions/competition-winners).
10. The Promoters' decision is final, and no correspondence will be entered into.
11. The first valid entry drawn will win 1 x \$5,000 Visa Gift Card;  
The next eight (8) valid entries will win: 1 x Phillips Air Fryer, valued at \$350  
The next twenty-five (25) valid entries will win 1 x \$200 Drakes Gift Card.
12. Total prize pool is valued at AU \$12,800 (inc GST).
13. The prize or any unused portion of the prize, are not exchangeable and cannot be taken as cash, unless otherwise specified.
14. A draw for the prize, if unclaimed may take place on 23/09/2024 at the same time and place as the original draw, subject to any directions from a regulatory authority. The winners will be notified in writing within seven days of 23/09/24 and posted online at [www.drakes.com.au/competitions/competition-winners](http://www.drakes.com.au/competitions/competition-winners). The winners of the draws Last name, First initial and post code will be published as per the [Lotteries Regulations 2021](#) (SA) which require all prizes \$250 or great to be to be published in within 30 days of the major prize draw and/or unclaimed prize draws.
15. Subject to Clause 14, if for any reason a winner does not redeem the prize by the time stipulated by the Promoters and/or the Prize Providers, then the prize or that element of the prize will be forfeited.
16. If the prize is unavailable, the Promoters and/or the Prize providers, in their discretion, reserve the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.

17. Entrants consent to the Promoter and/or the Prize Providers using the entrant's name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoters and/or the Prize Providers.
18. 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 Promoters, the Promoters reserve the right, in their sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
19. Except for any liability that cannot be excluded by law, the Promoters and the Prize Providers (including their officers, employees and agents) exclude 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, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoters' and/or the Prize Providers control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoters and/or Prize Providers) due to any reason beyond the reasonable control of the Promoters; (d) any variation in prize value to that stated in these Terms and Conditions; or (e) participation in/use of the prize.
20. In the event of war, terrorism, state of emergency or disaster, the Promoters reserve the right to cancel, terminate, modify or suspend the promotion, subject to any written directions from a relevant regulatory authority.
21. As a condition of accepting the prize, the winner must sign any legal documentation as and in the form required by the Promoters and/or the Prize Providers in their absolute discretion, including but not limited to a legal release and indemnity form.
22. The Promoter is bound by the Australian Privacy Principles contained in the Privacy Act 1988 (Cth). The Promoters collect 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, as otherwise required by law, including to any Australian regulatory authority. Entry is conditional on providing this information and if entrants do not provide the information requested, they may not be able to enter the Promotion. The Promoter will not transfer the entrant's personal information overseas, except upon the entrant's request, or if the Promoter is permitted or authorized to do so by law.
23. The Promoter may, for an indefinite period, unless otherwise advised, use the personal information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. 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 Promoters on (08) 8415 6100 or by emailing [Privacy@drakes.com.au](mailto:Privacy@drakes.com.au). All entries become the property of the Promoters.
24. The Promoter is Drake Supermarkets Pty Ltd, Upper Level 159 Henley Beach Road, Torrensville, SA 5031.
25. The Prize Provider is McCain Foods (Aust) Pty Ltd, L10 616 St Kilda Road, Melbourne, VIC 3004.
26. These Terms and Conditions shall not be interpreted or constructed to create an association, agency, joint venture or partnership between the Promoter and the Prize Providers or to impose any liability attributable to such a relationship upon either party.
27. SA Licence No: T24/633