

Promotion details

<b>Promotion Name</b>	<b>INDOMIE SCRATCH &amp; WIN PROMOTION</b>				
<b>Promoter</b>	The Promoter is INDOANZ PTY LTD, (ABN: 74 649 941 328) of 53 Burford Way, Cranbourne North VIC 3977				
<b>Promotion Type</b>	Game of chance.				
<b>Promotion Period</b>	The Promotion will commence at 12.00am AEST on 22 February 2022 and close at 11.59pm AEST on 17 April 2022.				
<b>Entry restrictions</b>	This promotion is only open to residents of Australia aged 18 years and over for purchases made in Australia. Employees (and their Immediate Families) of the Promoter, of Participating Stores or any of their respective parent companies, subsidiaries or affiliated companies, or any agencies associated with this promotion are ineligible to enter. "Immediate Family" means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child, parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin and the persons referred to above includes natural and non-natural relations (in the opinion of the Promoter). The Promoter is responsible for determining whether a person is an eligible entrant in its absolute discretion.				
<b>How to enter</b>	<p>To be eligible to enter, individuals must purchase, in a single transaction, any participating Indomie noodles – export quality product from a participating store during the promotional period (<b>Eligible Purchase</b>). See Appendix on last page of these conditions for the full list of participating Indomie noodles products. Participating Stores will display promotional materials. If in doubt, an entrant may ask a store whether or not they are participating in the Promotion.</p> <p>To enter, individuals must complete the following steps during the Promotional Period:</p> <ol style="list-style-type: none"> <li>a. Visit the website <a href="http://www.indomie.com.au">www.indomie.com.au</a> ("<b>Website</b>"), input the requested details including full name, residential address, email address, mobile phone number, and the last 4 digits of a participating product barcode, and;</li> <li>b. Submit the fully completed online entry form.</li> </ol> <p>Entrants will then be directed to play, via Website, the promotional 'Scratch to Win' game. The 'Scratch to Win' game will contain a blank panel which the entrant will need to use their finger (for mobile phones or tablets) or a computer mouse (for non-touch screen devices) to rub/traverse across the entire blank panel to reveal whether or not they have won an instant prize. If the entrant reveals three (3) of the same prize image, (from the pool of instant win prizes on offer), they will win the prize indicated.</p> <p>Entrants who have not won a prize will receive the message "Bad Luck. You haven't won an instant prize. Don't worry, you still have a chance to win the Second Chance Major prize".</p> <p>All valid non-winning Instant Win Prize entries received will be automatically placed in the Second Chance Major Prize Draw. Winners of an Instant Win prize will not be entered into the Second Chance Major Prize draw.</p> <p>For the sake of clarity, the winning/losing algorithm of the 'Scratch to Win' game will be based on the volume of entries per day and the rate of entries received throughout the promotion.</p>				
<b>Instant Win Prizes</b>	<p>Instant Win Prize winners will receive one (1) of the prizes listed in the table below</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><b><u>PRIZE</u></b></th> <th style="text-align: right;"><b><u>NUMBER OF PRIZES</u></b></th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">\$100 Prezsee Voucher</td> <td style="text-align: right; padding: 5px;">50</td> </tr> </tbody> </table>	<b><u>PRIZE</u></b>	<b><u>NUMBER OF PRIZES</u></b>	\$100 Prezsee Voucher	50
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	<p>Indomie Merchandise Pack including a Tote Bag, T-shirt ( size determined by Promoter) &amp; an Indomie keyring valued at \$35AUD</p> <p style="text-align: right;">100</p> <p>Total Instant Win Prize pool: \$8,500AUD</p>
<b>Instant Win Prize Winner Notification</b>	<p>Entrants will be notified immediately in writing on screen whether they have won an instant prize. Instant prize winners will be sent an email confirming the details of their prize and will be required to provide additional details to the Promoter in order to claim their prize, via email as directed by the Promoter. Instant Prize winners will have their name will be published on <a href="http://www.indomie.com.au">www.indomie.com.au</a> on the 29/04/22.</p>
<b>Second Chance Major Prize Draw</b>	<p>All valid non-winning Instant Win Prize entries will automatically be entered into the Second Chance Major Prize Draw. There will be one Second Chance Major Prize winner. The Second Chance Major Prize Draw will take place at 6 Hodgson St, Kew Vic 3101 on 22/04/22 at midday AEST. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The first valid entry drawn from all eligible entries received during the Promotion Period in the Second Chance Major Prize Draw will win the Second Chance Major Prize as detailed under 'Second Chance Major Prize'.</p>
<b>Second Chance Major Prize</b>	<p>The Second Chance Major Prize includes:</p> <ul style="list-style-type: none"> <li>- 1 x Prezzee Voucher valued at \$250AUD</li> </ul>
<b>Total Prize Pool</b>	<p>The total value of the prize pool combining the Instant Win Prizes and the Second Chance Major Prize is \$8,750AUD</p>
<b>Second Chance Major Prize Notification</b>	<p>Winner will be notified by phone and e-mail within 2 business days of the applicable draw and their name will be published on <a href="http://www.indomie.com.au">www.indomie.com.au</a> on the 29/04/22.</p>
<b>Instant Win Prize claim Date and Time</b>	<p>All claims for instant win prizes must be received by 11:59pm AEST on 12/08/22. Instant Win Prizes not claimed by this date will be forfeited and distributed in accordance with the Unclaimed Prize Draw.</p>
<b>Unclaimed Prize Draw (Instant Win Prizes &amp; Second Chance Major Prize)</b>	<p>A draw for any instant win prizes that are won, but unclaimed, or the Second Chance Major Prize if won, but unclaimed, may take place on 19/08/22 at the same time and place as the original Second Chance Major Prize Draw, subject to any directions from a regulatory authority. Winners, if any, will be notified by telephone and in writing via email within two (2) business days of the draw and their name will be published on <a href="http://www.indomie.com.au">www.indomie.com.au</a> on the 26/08/22. If for any reason a winner does not take, claim or redeem a prize won in the Unclaimed Prize Draw (or an element of the prize) within 28 days of the Unclaimed Prize Draw, then the prize will be forfeited and no further prize draws will be conducted.</p>
<b>Entry limits</b>	<p>Multiple entries are permitted, subject to the following: (a) only one entry permitted per Eligible Purchase transaction; (b) each entry must be submitted separately and in accordance with entry requirements.</p>
<b>Additional terms and Verification Requirements:</b>	<p>Entrants must retain their original purchase receipt(s) for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant's entries and forfeiture of any right to participate. Participating stores may not supply duplicate receipts for misplaced or indecipherable receipts. In order to claim an Instant Win prize, the date and time listed on the purchase receipt must be prior to the date and time captured by the promotional website for the winning entry.</p> <p>Entrants must, at the request of the Promoter, provide proof of identity, age and residency.</p> <p>The Prize(s) and/or parts of the Prize(s) is/are not transferable or exchangeable and cannot be taken as cash. If any prize (or an element of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equivalent value and/or specification. subject to the approval of any relevant authority.</p> <p>All prizes will be processed at the close of the promotion. Allow 28 days for delivery of prizes from the close date of the promotion. In the event that a prize is</p>

	<p>awarded via the Unclaimed Prize Draw, allow 28 days for delivery from the Unclaimed Prize Draw date.</p> <p>Any ancillary costs associated with redeeming the Prezzy voucher are not included. Any unused balance of the Prezzy voucher will not be awarded as cash. Redemption of the Gift Card is subject to any terms and conditions of the issuer including those specified on the voucher. Conditions apply to the use of the Prezzy voucher which are available at <a href="https://www.prezzy.com.au/">https://www.prezzy.com.au/</a>.</p>
<b>Permit Numbers</b>	NSW Authority Number TP/00906, ACT TP 22/00102, SA Licence No: T22/284.

1. Information on how to enter the **Indomie Scratch & Win Promotion** and prizes form part of these Terms and Conditions. Participation in this Promotion is deemed acceptance of these Terms and Conditions.
2. All entrants acknowledge that the Promoter can rely on these Terms and Conditions even if the Promoter only learns of a person's ineligibility after the Promoter has awarded a prize to the ineligible person. Return of the prize or payment of its equivalent value to the Promoter may be required by the Promoter if this occurs.
3. Each entrant is responsible for ensuring his or her familiarity with these Terms and Conditions at the time of participation. The Promoter's decision not to enforce a specific restriction (whether communicated to an entrant or not) does not constitute a waiver of that restriction or of these Terms and Conditions generally.
4. Incomplete and indecipherable entries and any entry which has incorrectly entered personal information or contact details shall be deemed an invalid entry. No responsibility is accepted by the Promoter for late, lost, misdirected, ineligible or illegible/inaudible entries (including lost, stolen, forged, defaced or damaged proof of entry or things required by the Verification Requirements).
5. The Promoter's decision in relation to any aspect of these Term and Conditions and the Promotion is final and binding on every person who enters. No correspondence will be entered into.
6. 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the **Indomie Scratch & Win Promotion** as appropriate.
7. An entrant's entry must not include any content that contravenes any law, infringes the rights of any person or is obscene, offensive, potentially defamatory, discriminatory, indecent or otherwise objectionable or inappropriate (which includes, without limitation, any content involving nudity, malice, excessive violence or swearing); and
8. The Promoter may, in its absolute discretion, edit, modify, delete, remove or take-down any part of an entrant's entry.
9. Entries must be received by the Promoter and will be deemed to have been received at the time of receipt by the Promoter. Electronic entries are deemed to have been received at the time of receipt into the promotion database and not at the time of transmission by the entrant.
10. Any entrant, prize winner and/or participants in a Promotion event may be required to sign an acknowledgement of risk and waiver of liability for participation in the Promotion or a Prize event and to expressly acknowledge that entry into this Promotion or participation in a Promotion event or Prize may be inherently dangerous, and that if they choose to participate they will do so at their own risk. 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 web site, 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 participants' or any other person's computer related to or resulting from participation in or down-loading any materials in this Promotion. If the Promotion is not capable of being conducted due to circumstances beyond the Promoter's control, including due to any technical or communications problems, the Promoter reserves the right to amend, suspend or cancel the promotion subject to approval from any relevant authority.
11. 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. 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. 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.
12. The Promoter may, in its sole discretion, declare any or all entries made by an entrant invalid, and/or prohibit further participation by an entrant in this Promotion or a prize event/activity if the entrant:
  - a. disrupts, annoys, abuses, threatens, harasses or attempts to do any of these things to the Promoter, another entrant or potential entrant of, or anyone else associated with, this Promotion; or

- b. engages in conduct in relation to this Promotion which is misleading, deceptive, fraudulent or damaging to the Promoter's goodwill or reputation.
13. As a condition of claiming a prize, the Participant may be required to (at the Promoter's discretion) sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
  14. The Promoter may communicate or advertise this promotion using Facebook. However, the promotion 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 completely releases Facebook from any and all liability.
  15. The Promoter and its representatives will not be liable for any damage to or delay in transit of prizes.
  16. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter the Promotion repeatedly is prohibited and will render entries submitted using such means as invalid. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
  17. Except for any liability that cannot be excluded by law, the Promoter (including its 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, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's 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 Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of the prize.
  18. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury, illness or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this promotion or accepting or using any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law). Nothing in these conditions restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the *Competition and Consumer Act 2010* (Cth).
  19. Entrants irrevocably consent and assign to the Promoter all intellectual property including copyright in the images submitted by them during this promotion. Entrants also irrevocably consent to the Promoter using their 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 promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
  20. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties required for the provision of the Prize. Entry is conditional on providing this information. The Promoter may disclose the information for those purposes to its related bodies corporate and contractors. If entrants do not provide the information requested, they will not be able to enter the Promotion.
  21. **CAUTION:** Any attempt to deliberately undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to refer the matter to law enforcement authorities and/or to seek damages or such other civil remedies as the Promoter may determine from time to time to the fullest extent permitted by law.
  22. The Promoter is bound by the Australian Privacy Principles contained in the *Privacy Act 1988* (Cth). A copy of the Promoter's privacy policy can be viewed at <https://indomie.com.au/privacy-policy/>. To request access to, or to update, personal information the Promoter holds about them, entrants can contact the office of the Promoter.

## **APPENDIX:**

### **PARTICIPATING INDOMIE FOODS PRODUCTS**

Product Description
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INDOMIE CUP NDL BEEF 58G
INDOMIE CUP NDL CHICKEN 60G
INDOMIE CUP NDL HOT&SPICY MIGORENG 70G
INDOMIE CUP NDL MI GORENG 75G
INDOMIE BBQ CHICKEN MIGORENG 5PACK
INDOMIE BEEF NOODLE 75G 5PK
INDOMIE CURRY CHICKEN NOODLE 80G
INDOMIE HOT & SPICY MIGORENG 80G
INDOMIE HOT&SPICY MIGORENG NDLE 10PK
INDOMIE HOT&SPICY MIGORENG NDLE 5PK
INDOMIE JUMBO MIGORENG NDLE 129G CTN12
INDOMIE MIGORENG NOODLE 10 PACK
INDOMIE MIGORENG NOODLE 85G CTN40
INDOMIE MIGORENG NOODLE 5PACK
INDOMIE MIGORENG NOODLE 85G
INDOMIE SPECIAL CHICKEN NOODLE 75G
INDOMIE SATAY MIGORENG NOODLE 5PACK
INDOMIE VEGE WITH LIME NDLE 75G 5PK