

Darrell Lea Made in Australia Giveaway Terms and Conditions

OFFICIAL RULES

THIS CONTEST IS OPEN ONLY TO RESIDENTS, 18 YEARS OF AGE OR OLDER, OF AUSTRALIA. VOID WHERE PROHIBITED. DO NOT ENTER UNLESS YOU MEET THE ELIGIBILITY CRITERIA DESCRIBED BELOW.

CONTEST DESCRIPTION: The Darrell Lea Made In Australia Giveaway (the “Contest”) is hosted by Darrell Lea Confectionery PTY Limited (the “Promoter”) of 3 Brooks Rd, Ingleburn NSW 2565.

AGREEMENT TO RULES: By entering the Contest, you unconditionally consent to these Official Rules and you represent and warrant that you meet the eligibility requirements. In addition, you agree to accept the decisions of the Promoter as final and binding as it relates to the Contest.

ELIGIBILITY: Only legal residents in Australia at the time of entry are eligible to participate. You must be eighteen (18) years of age or older at the time of entry to be eligible to enter. Your social media profile must be public so the Promoter can view your submission.

HOW TO ENTER: To enter the Contest, Entrants must follow @darrelllea on Instagram or TikTok, share a video on TikTok or Instagram sharing why they love their favourite Darrell Lea products and/or favourite Darrell Lea memories using #myDarrellLeaStory. Entry to the Contest is free. Entrants must be legal residents of **Australia** and may apply from anywhere across **Australia**. Entrants may be required to provide Proof Of Identity if selected as a winner to ensure they meet these Official Rules. The Contest begins at 00.00am (AEDT) on 27 February 2023 and closes at 11.59pm (AEDT) on 22 March 2023. (“Contest Period”).

WINNER SELECTION AND NOTIFICATION: A total of 1 entry will be selected based on creativity in response and story. This is a game of skill. Selection of the prize-winning entrant (the “Draw”) will take place at the Promoter’s office on 23 March 2023. The prize-winning entrant will be contacted via Email between 23 March 2023 -29 March 2023. The prize-winning entrant will have 3 days to confirm their details and claim their prize. The prize-winning entrant must follow email instructions to claim the prize. Phone calls or social media messages confirming their email will not be accepted. The Promoter will provide the prize-winning entrant with a year’s supply of Darrell Lea up to the value of \$1,000 **OR** a monetary gift card prize of \$1,000. If for any aspect of this Contest is not capable of running by any reason including technical difficulties, computer glitches, communication & network issues, fraud or unauthorised intervention, the Promoter has the right to postpone or cancel the Contest. Details may be shared with third parties to execute on services including a celebrant, stylist, and photographer.

GENERAL PRIZE CONDITIONS: The prize-winning entrant may not substitute the prize for any other prize or award outside of those listed above. The Promoter reserves the right in its sole discretion to substitute the Prize with a prize of comparable value if the Prize is unavailable for any reason. . All details and other restrictions of the Prize not specified in these Official Rules will be determined by the Promoter in its sole discretion. The prize-winning entrant shall be

responsible and liable for all applicable taxes, fees and costs, and the reporting consequences thereof, and for any other fees or costs associated with receipt, acceptance or use of the prize. The Promoter is not responsible for and will not pay any such taxes, fees or costs.

GENERAL CONDITIONS: The Promoter reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest should virus, bug, non-authorized human intervention, fraud, or other cause beyond its control corrupt or affect the administration, security, fairness, or proper conduct of the Contest, the Promoter may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by the Promoter. The Promoter reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Contest or violates these Official Rules. The Promoter has the right, in its sole discretion, to maintain the integrity of the Contest, to void entries for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by the rules; or the use of bots, macros, scripts, or other technical means for entering.

USE OF PERSONAL INFORMATION: By entering the competition and accepting the terms and conditions, you agree that the Promoter may use your personal information for the purpose of conducting the Contest, and for future promotional, marketing and publicity purposes and disclosing that information to their affiliated entities and contractors for those purposes including the use of your name in promotional formats.

LIMITATION OF LIABILITY: By entering, you agree to release and hold harmless the Promoter and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Contest and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorised human intervention in any part of the entry process or the Contest; and (v) electronic or human error in the administration of the Contest or the processing of entries.