

## **Fasta Pasta Competition Guidelines: Photo of the Month**

### 1. Promoter:

The Promoter is FASTA PASTA ADVERTISING PTY LTD, ABN 85 236 734 144

### 2. T&C's:

By participating in this Promotion entrants are deemed to have accepted these Terms and Conditions.

a. Entrants: Entry to the Promotion is open only to Australian residents aged 16 years and over who fulfil the entry requirements.

b. Entry Restrictions: Directors, management, employees, officers and contractors (and their immediate families) of the Promoter or of the agencies or companies associated with this Promotion are ineligible to enter. "Immediate families" means spouse, de facto spouse, parent, natural or adopted child, and sibling.

c. Game of Skill: The Promotion is a game of skill, determining the winner based on the best answer. Entries will be judged based on creativity, originality, and how well they capture the Fasta Pasta experience.

d. Any cost associated with accessing the websites of the Promoter is the entrant's responsibility.

e. Maximum Number of Entries: No maximum, subject to the how to enter criteria

f. Photos must be original content created by the participant Any photos deemed inappropriate or not aligned with Fasta Pasta's values may be disqualified.

g. By entering the competition, participants grant Fasta Pasta the right to use their submitted photos for promotional purposes across social media, email marketing, and on the Fasta Pasta website.

### 4. How to Enter:

1. **Take a Photo:** Capture a memory at Fasta Pasta—this can be from a recent visit or an old favourite memory!
2. **Post on Instagram:** Share your photo to your story, tagging @fastapasta.
3. **Make It Public:** Ensure your Instagram profile is set to public so we can see your entry.
4. **Multiple Entries:** Feel free to post photos from multiple visits; each visit counts as a separate entry!

Entries open October 7, 2024 at 12.00pm (AEST) and close October 31, 2024, at 11.49pm (AEDT)

#### 5. Prize Details:

a. Prize: 5 winners will each receive a **\$100 Fasta Pasta voucher**

b. The prize awarded by the Promoter is non-transferable and cannot be exchanged for any valuable consideration, in particular for money. Any attempt to sell the prize or attempt to exchange the prize for valuable consideration, will result in the cancellation of the prize. The Promoter has the sole and absolute discretion to decide such matters.

c. If the Prize (or part of the Prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute for the Prize (or that part of the Prize) a prize of equal or greater value and/or specification.

#### 6. Notification of Winner(s):

a. The 5x winners will be notified by social media by @fastapasta only, within 48 hours of the Prize being awarded and the winner's name will appear on Fasta Pasta social once prize has been accepted.

Facebook profile - <https://www.facebook.com/FastaPastaRestaurant>

Instagram profile - <https://www.instagram.com/fastapasta/>

b. The Promoter may select additional reserve entries and record them in order in case an invalid entry or ineligible entrant is selected or the Prize is unclaimed.

c. If a winner cannot be contacted within fourteen (14) calendar days of first notification attempt, if the Prize notification is returned as undeliverable, if the winner rejects the prize, or in the event of noncompliance with these rules, their prize will be forfeited and an alternative winner may be selected from all remaining eligible entries. Upon Prize forfeiture, no compensation will be given.

d. The Promoter may at its discretion amend any aspect of this Promotion or of these Terms and Conditions or cancel this Promotion, subject to applicable laws in each Relevant State/Territory. Any amendment will be notified on the Promoter's website.

7. Nothing in these Terms and Conditions limits, excludes or modifies the statutory consumer guarantees provided under the Australian Consumer Law or any implied condition or warranty the exclusion of which from these Terms and Conditions would contravene any statute or cause any part of these Terms and Conditions to be void (Non-Excludable Guarantees). Except for the Non-Excludable Guarantees, the Promoter excludes from these Terms and Conditions all conditions, warranties and terms implied by statute, general law or custom. Except for liability in relation to a Non Excludable Guarantees, the Promoter (including its officers, employees and agents) excludes all liability whether arising in tort (including without limitation negligence), contract or otherwise for any personal injury or any other loss or damage (including

without limitation loss of opportunity or loss of profits) whether direct, indirect, special or consequential, arising in any way out of the Promotion, including, without limitation, 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 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 tax implications; and/or (e) the Prize (including any variation in value) or the taking or use of the Prize.

#### 8. Privacy:

(a) In accordance with the Privacy Act (1988) (Cth), the Promoter notifies entrants that entry to the Competition involves the collection of personal information about entrants, such as their name, address, mobile phone number and email address. This is collected for the purpose of establishing eligibility, carrying out the Competition and notifying the winner. If the information is not provided, the entrant may not participate in the Competition. Entrants' personal information may be disclosed to State Lottery agencies and winner's name published as required under the relevant lottery legislation.

(b) The information that entrants provide will be used by the Promoter for the purpose of conducting this Promotion. By entering this Promotion, entrants consent to the storage of their personal information on the databases of the Promoter and used in accordance with the Promoter's Privacy Policy. The Promoter is bound by the Australian Privacy Principles in the Privacy Act 1988.

#### 9. Discontinuation of the Competition or Disqualification of an Entrant

i. Subject to State legislation; The Promoter reserves the right to discontinue the Competition at any time and in its sole and absolute discretion may cancel, terminate or modify the Competition without the need to provide compensation to entrants or attempted entrants.

ii. The Promoter reserves the right, in its sole and absolute discretion to verify the validity of entries and entrants and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with (or whom the Promoter reasonably suspects has tampered with) the entry process or the winner selection process or who has otherwise been misleading or fraudulent in the course of the Competition.

#### 10. Exclusion of Liability

i. The Promoter makes no representation nor provides any warranties as to the quality or suitability of the prizes offered.

ii. The Promoter is not responsible for any losses associated with any change to the value of any prizes.

iii. To the extent permitted by law, the Promoter is not liable for any loss suffered or sustained by any person or to personal property including, but not limited to, consequential (including economic) loss by reason of any act or omission, deliberate or negligent, by the Promoter or its servants or agents, in connection with the arrangements for the supply of any goods or services by any person to the prize winner and where applicable, to any person or persons accompanying the prize winner.

iv. The Promoter's decision on all matters relating to this Competition will be final.

v. The Promoter is under no obligation to provide reasons for any of its decisions.

vi. The Promoter is under no obligation to engage in any form of correspondence whatsoever with entrants or purported entrants, or their representatives, in any matters relating to the Competition.

Vii. This competition is in no way sponsored, endorsed, or administered by, or associated with Instagram. Participants release Instagram of any responsibility related to the competition.