

**SANPELLEGRINO ARE YOU A REAL FOODIE HARRIS FARM
PROMOTION
TERMS AND CONDITIONS**

1. Information on how to enter and the Prize (defined below) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

Promotion Dates

3. Promotion commences on 26 October 2015 and ends at 5pm AEDST on 23 November 2015 ("**Promotional Period**").

Eligibility

4. Entry is only open to residents of NSW who are able to attend a dinner at the specified restaurant at an agreed time between December 2015 and June 2016.
5. 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 these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion.
6. Employees (and their immediate families) of the Promoter, participating retail outlets, and 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 (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.

How to Enter

7. To enter, a person must complete the following steps no earlier than the commencement of the Promotional Period and no later than the conclusion of the Promotional Period:
 - (a) purchase any Sanpellegrino, S.Pellegrino or Acqua Panna (PET or cans) product as a single PET/can, six-pack or twenty-four-pack from any Harris Farm outlet in NSW
 - (b) send an SMS to 0439 770 740 containing their first name, last name and residential postcode, in that order with a space between each item and no commas, which must be received by the Promoter no later than the conclusion of the Promotional Period.
8. Entries are deemed to be received at the time of receipt into the promotion database and NOT at the time of transmission by the entrant.

9. SMS entry cost will vary depending on the mobile network used, but will not exceed 55c. Entrants under 18 years old must obtain telephone account holder's consent.
10. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per six (6) pack of Sanpellegrino, S.Pellegrino or Acqua Panna (PET or cans) purchased in accordance with clause 7; (b) only one (1) entry permitted per twenty-four (24) pack of Sanpellegrino, S.Pellegrino or Acqua Panna (PET or cans) purchased in accordance with clause 7; (c) only one (1) entry permitted per single bottle/can of Sanpellegrino, S.Pellegrino or Acqua Panna (PET or cans) purchased in accordance with clause 7; and (d) each entry must be submitted separately and in accordance with entry requirements.
11. For the sake of clarity, if an entrant purchases a six (6) pack or a twenty-four (24) pack of Sanpellegrino, S.Pellegrino or Acqua Panna (PET or cans), he/she will only be permitted to enter once for that pack purchased, rather than once for every bottle contained within that pack.

Invalid Entries

12. All invalid entries will be rejected and do not go into the draw to win the Prize.
13. SMS entries sent via the Internet are invalid.
14. Any entry that is submitted contrary to these Terms and Conditions is invalid.
15. 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).
16. The Promoter may disqualify any entrant who, in its reasonable opinion, submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process including but not limited to tampering by way of use of techniques designed to avoid the payment of SMS costs or engages in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
17. Any incomplete or indecipherable entry is invalid. Errors and omissions may be accepted at the Promoter's discretion.
18. 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.
19. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.

The Draw and Announcement of the Winner

20. The draw will take place at Sanpellegrino S.p.A Unit 7, 1-3 Compark Circuit, Mulgrave, VIC on 30 November 2015 at 2pm AEDST. The Promoter may draw additional reserve entries and record them in case an invalid entry or ineligible entrant is drawn.
21. The winner will be notified by telephone and in writing by SMS within two (2) business days of the draw and their name will be published in The Australian newspaper on 10 December 2015.
22. The Promoter's decision is final and no correspondence will be entered into.

The Prize

- The first valid entry randomly drawn will win the major Prize, dinner for 6 people at Pilu at Freshwater restaurant, Sydney:
- Menu Sardo for 6 people with optional cheese course and matching wines (valued at \$215 per head)
- 6 x copies of *A Sardinian Cookbook* (valued at \$49.99 per copy)

Total Prize pool valued at \$1590

23. If the Prize (or part of the Prize) is unavailable at the time of the draw, the Promoter, in its discretion, reserves 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.

Collection and forfeiture of the Prize

24. The winner of the Prize will be contacted by SMS and phone, and, in order to do that, the Promoter will record the telephone number of each entrant.
25. 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 the Prize. Purchase receipt(s) must clearly specify the outlet of purchase as a participating retail outlet, that an eligible product was purchased, and that the purchase was made during the Promotional Period but prior to entry.
26. The Prize, or any unused portion of the Prize, is not transferable or exchangeable and cannot be taken as cash.
27. If the winner of the Prize is under the age of 18 years, the Prize will be awarded to the winner's nominated parent or guardians on the winner's behalf.
28. As a condition of entering the promotion and of accepting the Prize, the winner (or his/her parent/guardian, if under the age of 18) and their companion (or their companion's parent/guardian, if under the age of 18)

must 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.

29. If for any reason the winner does not respond to the Promoter's reasonable efforts to make contact for Prize receipt in accordance with clause 20:
- (a) they will forfeit their right to the Prize; and
 - (b) a further draw for the Prize will take place on 29 February 2016 at the same time and place as the original draw, subject to any directions from a regulatory authority,
- in which case the winner will be notified by phone and SMS within two (2) business days of the draw and their name will be published in The Australian newspaper on 10 March 2016.
30. If for any reason the unclaimed Prize draw winner (if any) does not take the Prize by the time stipulated by the Promoter, then the Prize will be forfeited.

Promotion and Privacy

31. The Promoter collects personal information ("PI") in order to conduct the promotion 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. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at www.sanpellegrino.com. 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 laws or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose entrant's PI to any entity outside of Australia.
32. Entrants 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.

Cancellation of Promotion

33. 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, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the

right, in its 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.

Limitation of Liability

34. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective 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.
35. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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: (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) if the 2015 Malaysia Moto Grand Prix event is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a winner or entrant; or (g) taking/use of and/or participation in the Prize.

The Promoter

36. The Promoter is Sanpellegrino Spa (ABN 23 088 820 446) of Unit 7, 1-3 Compark Circuit, Mulgrave, Victoria, 3170, telephone (03) 9560 4011.

NSW Permit No. LTPS/