

# Spudshed 'Watch the Round 22 RAC Derby with Tony' Competition

## Terms and Conditions of Entry

1. The promoter is Vegie Bandits Pty Ltd (ACN 079 441 044) trading as Spudshed (ABN 31 079 441 044) (**Spudshed**).
2. Information on the Prize and how to enter form part of these Terms and Conditions of Entry (**T&CE**).
3. By entering the Competition entrants agree to be bound by these T&CE.
4. Entry is open to all West Australian residents aged 18 years or over, excluding employees, suppliers (and immediate family members of employees and suppliers) of Spudshed or any related entities (**Eligible Persons**).
5. Spudshed Watch the Round 22 RAC Derby with Tony Competition 2022 (**Competition**) runs from 00:00am (AWST) on Wednesday 27 July 2022 to Midnight (AWST) on Tuesday 9 August 2022 (**Promotion Period**).
6. One entry will be chosen from all of the eligible entries (**Winner**).
7. The Winner will receive 3x Tickets to the Round 22 RAC Derby in a Suite at Optus Stadium with Tony Galati on Saturday 13 August at 5:40pm (AWST) (**Prize**).
8. The Winner will be drawn and contacted between 08:00 (AWDT) and 16:00 (AWDT) on Wednesday 10 August 2022 (**Prize Draw**).

### How to enter

9. For a chance to win, during the Promotion Period:
  - i. download the free **Spudshed App** (available on the App Store or get it on Google Play) and register by entering your personal details in the required fields. You must enter a valid email address to enter the Competition; and
  - ii. spend at least \$50 in a single transaction on any goods (excluding tobacco products and tobacco related products) from any Spudshed store within Western Australia which displays advertising for this Promotion (**Qualifying Transaction**); and
  - iii. scan the barcode on the Spudshed App when completing a Qualifying Transaction and receive automatic entry into the Prize Draw (**Eligible Entry**); and
  - iv. receive one BONUS entry into the Prize Draw for each subsequent amount of \$50 or more spent in a Qualifying Transaction (Eg spend \$150 and receive 3 entries into the Prize Draw) (**Bonus Entry**).
10. Entrants who provide incorrect, misleading or fraudulent information are ineligible for the Competition and all entries of an entrant who is deemed by Spudshed to have provided incorrect or misleading information may, at the discretion of Spudshed be deemed invalid.
11. 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.
12. Entries are deemed to have been received at the time of receipt into Spudshed's database and not at the time of transmission by the entrant.
13. Spudshed may contact an entrant at any time after receiving an entry, including without limitation during or after the Promotion Period, for the purpose of determining whether the entrant and entry comply with these T&CE.
14. Spudshed will require an entrant to provide proof of identity, age and residency. Identification considered suitable for verification is at Spudshed's discretion.
15. Spudshed assumes no responsibility for any incorrect, ineligible, invalid, late, lost or misdirected entries or for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, technical problems or traffic congestions on the Internet or at any website, or any combination thereof, including but not limited to, any injury or damage to participants or any other persons computer related to or resulting from participation in or downloading any materials in this Competition.
16. Spudshed reserves the right in its sole discretion to disqualify any individual who Spudshed has reason to believe has breached any of these T&CE's or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Competition. Spudshed's legal rights to recover damages or other compensation from such an offender are reserved.
17. Details from entries will be collected and used for the purposes of conducting this Competition (which may include disclosure to third parties for the purpose of processing and conducting the Competition) including retaining information for 12 months and for promotional purposes. By completing the app registration, entrants' consent to receive future Spudshed promotional or marketing materials, including weekly specials and to the use of their information as described and agree that Spudshed may use this information without any further reference or payment to the entrant.
18. Entrants consent to Spudshed using their name, likeness, image and or voice in the event that they are a winner, in any media for an unlimited period of time without remuneration for the purpose of promoting Spudshed and this Competition (including any outcome).

## Prize Draw

19. Spudshed will randomly select the winner of the Prize, using a computer drawing system, from Eligible Entries received during the Promotion Period.
20. The Prize will be drawn between 08:00 (AWDT) and 16:00 (AWDT) on Wednesday 10 August 2022 and announced on the Spudshed Facebook page no later than Midday (AWDT) on Friday 12 August 2022 if the winner has been successfully contacted.
21. The winner will be notified and contacted by email or telephone and will be required to provide proof of identity that corresponds with the registration details on the Spudshed App.
22. If the winner cannot be contacted or does not respond to any contact made by Spudshed within 2 days, they will forfeit the Prize and a new winner will be drawn.
23. In the event, there is a dispute concerning the conduct of this Competition, the decision of Spudshed is final and binding. As such no correspondence will be entered into.
24. Spudshed accepts no responsibility for any tax implications or ongoing costs that may arise from winning of the prizes. Independent financial advice should be sought.
25. Spudshed takes no responsibility for incorrect account details supplied by the Winner (if applicable), and no compensation will be provided in the event that erroneous details are provided.
26. If for any reason this Competition is not capable of running as planned, including but not limited to, prize availability, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Spudshed which corrupts or affect the administration, security, fairness, integrity or proper conduct of this Competition, Spudshed reserves the right in its sole discretion to substitute the Prize for another item, or cancel, terminate, modify or suspend the Competition.
27. To the full extent permitted by law, Spudshed, its employees and any related companies exclude all liability for loss including any damage, claim, injury, cost or expense which is suffered or incurred by any person in connection with the Competition, including any indirect, economic or consequential loss, any loss arising from the negligence of a relevant party and/or any liability for person's injury or death.
28. The laws of Western Australia govern this Competition.