

**Fromager d'Affinois Buy & Win Terms & Conditions ("Conditions of Entry")**

<b>Schedule</b>	
<b>Promotion:</b>	Fromager d'Affinois Buy & Win
<b>Promoter:</b>	Calendar Cheese Company Pty Ltd ABN 68 070 470 870, Level 2, 262 Lorimer Street, Port Melbourne, VIC 3207
<b>Promotional Period:</b>	<b>Start Date:</b> 21/05/22 at 12:01am AEST <b>End Date:</b> 15/08/22 at 11:59 pm AEST
<b>Eligible entrants:</b>	Entry is only open to Australian residents who are 18 years and over.
<b>How to Enter:</b>	<p>To enter the Promotion, the entrant must complete the following steps during the Promotional Period:</p> <ul style="list-style-type: none"> <li>a) purchase a specially marked Fromager d'Affinois Petit d'Affinois ("Participating Product") from a participating store within Australia, as outlined below ("Participating Venues"); and</li> <li>b) visit IndulgeAndWin.com, follow the prompts to the Promotion entry page and fully complete and submit the online entry form with their personal details (first name, last name, email address, mobile number and state/territory of residence), the unique code located inside the on-pack sticker of the Participating Product, and upload a scanned copy or photo of the receipt for the qualifying transaction.</li> </ul> <p>Participating Venues include any Woolworths, Coles, David Jones, Harris Farm Markets, IGA or any other store that stocks Fromager d'Affinois Petit d'Affinois.</p> <p><b>Proof of Purchase:</b> The entrant must retain proof of purchase. The proof of purchase required is an original receipt of the qualifying transaction and the unique code located underneath the label of the Participating Product.</p> <p>The entrant must fill out the online entry form for every entry.</p> <p>The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity) and to disqualify any entrant who submits an entry that is not in accordance with these Conditions of Entry or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.</p>
<b>Entries permitted:</b>	<p>Multiple entries are permitted subject to the following:</p> <ul style="list-style-type: none"> <li>a) only one (1) unique code per entry is permitted;</li> <li>b) the same unique code cannot be used more than once;</li> <li>c) unrecognized unique codes will be deemed invalid; and</li> <li>d) each entry must be submitted separately and in accordance with the entry instructions above.</li> </ul> <p>The entrant is eligible to win a maximum of one (1) prize (excludes SA residents).</p>
<b>Total Prize Pool:</b>	AUD \$16,000.00

<b>Prize Description</b>	<b>Number of this prize</b>	<b>Value (per prize)</b>	<b>Winning Method</b>
<b>Prize 1:</b> The prize is a \$1,000 Vault Pays-enabled Prepaid Mastercard®.	1	AUD\$1,000.00	Instant Win
<b>Prize 2:</b> The prize is a \$500 Vault Pays-enabled Prepaid Mastercard®.	6	AUD\$500.00	Instant Win
<b>Prize 3:</b> The prize is a \$100 Vault Pays-enabled Prepaid Mastercard®.	45	AUD\$100.00	Instant Win
<b>Prize 4:</b> The prize is a \$50 Vault Pays-enabled Prepaid Mastercard®.	150	AUD\$50.00	Instant Win
<b>Prize Conditions:</b>	Any ancillary costs associated with redeeming a Vault Pays-enabled Prepaid Mastercard are not included. The Vault Pays-enabled Prepaid Mastercard must be activated within 2 months of issue and is valid for 12 months after activation. At expiry of the Vault Pays-enabled Mastercard any unused balance will be forfeited. We will		

	not give you notice prior to expiry. Card expiry and balance can be found on your mobile device in your digital wallet. The Vault Pays-enabled Prepaid Mastercard is issued by EML Payment Solutions Limited (ABN 30 131 436 532) AFSL 404131 pursuant to license by Mastercard Asia/Pacific Pte.Ltd. See <a href="http://www.vaultps.com.au/terms">www.vaultps.com.au/terms</a> for terms and conditions. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.
<b>Winner notification:</b>	The winners will be notified on screen upon entry form submission.  Winners of instant win prizes above \$250 will be published at IndulgeAndWin.com by 16/08/22.
<b>Unclaimed Prizes:</b>	A second chance draw will be held for unclaimed instant win prizes. The draw will be held at TPF THINK PTY LTD, Level 1, 33-41 Balmain St, Cremorne VIC 3121, Australia on 04/10/22 at 12:00 pm. The winners will be notified by phone and email within seven (7) days of the redraw. The winners of prizes above \$250 will be published at IndulgeAndWin.com by 05/10/22.

1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Valid and eligible entries will be accepted during the Promotional Period. No late entries will be accepted.
4. Employees (and their immediate family members) of the Participating Venues, agencies/companies directly associated with the conduct of this Promotion, the Promoter, businesses involved in determination of winner/s for the Promotion, businesses involved in the management of the Promotion, any organisation benefiting from the Promotion, the Promoter's distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" 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.
5. Instant Win:
  - a) Winners will be notified immediately if they have won on screen upon entry form submission.
  - b) Quality control errors will not invalidate an otherwise valid prize claim.
  - c) Unless otherwise due to fraud or ineligibility under these Conditions of Entry, all prize claims in excess of the advertised prize pool will be honoured. Any unclaimed instant win prizes will be awarded in the unclaimed prize draw.
  - d) Instant win game materials void if stolen, forged, mutilated or tampered with in any way.
  - e) The instant win results will be final and binding. This is a game of chance.
6. Where applicable, all reasonable attempts will be made to contact each winner.
7. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by 03/10/22, or is unavailable, they forfeit the prize and unclaimed prize draw will be conducted in accordance with the Schedule.
8. Where entry is allowed by purchase or subscription, the cost of the product or service is no greater than the cost would be without the opportunity to participate in the Promotion.
9. Entrants must keep their proof of purchase specified in the How to Enter section for each entry as proof of purchase ("Proof of Purchase"). If an entrant fails to produce the Proof of Purchase for a specific entry or each entry, as and when requested by the Promoter, the Promoter has the right to invalidate the entrant's respective entry/entries for which Proof of Purchase cannot be provided and/or all entries submitted by that entrant and/or forfeit the entrant's right to a prize. Proof of Purchase must clearly specify: (a) the store of purchase as an eligible store; (b) the required product/s or service/s to be purchased for entry; and (c) that the purchase was made during the Promotional Period and prior to entry.
10. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.

11. If a prize is unavailable the Promoter reserves the right to substitute the prize to a similar prize of equal or greater value and specification, if the winner agrees in writing and subject to any written directions of a regulatory authority. If the winner does not agree despite reasonable attempts by the Promoter to reach an agreement and the prize is not available due to circumstances beyond the Promoter's control, the Promoter may substitute the prize with another similar item or items determined by the Promoter to be of equal or higher value.
12. No entry fee is charged by the Promoter to enter the Promotion. Where entry is allowed online, there is no additional cost to enter the Promotion other than any cost paid by the entrant to access the website or social media platform of entry via their Internet service provider.
13. Each prize will be awarded to the person named in the entry and any entry that is made on behalf of an entrant or by a third party will be invalid. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
14. Subject to regulatory approval, the Promoter reserves the right to amend the Promotion and its Conditions of Entry at any time and for any reason, and will notify entrants of any such amendments as soon as reasonably practicable on the competition page at IndulgeAndWin.com. It is the entrant's responsibility to regularly check the promotional page for any amendments.
15. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically if the entrant consents to the use of their information for marketing purposes. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth). Please read the Promoter's privacy policy which is located at <https://www.calendarcheese.com.au/privacy-policy>. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. Personal information collected from entrants will not be disclosed to any entity located outside of Australia. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion.
16. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and State/Territory or postcode of residence.
17. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency.
18. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry or Schedule 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. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.
20. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.

21. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry and Schedule. In the event that there is a dispute concerning the conduct of the Promotion or claiming a prize, the Promoter will resolve the dispute in direct consultation with the entrant. If the dispute cannot be resolved the Promoter's decision will be final.
22. 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 or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
23. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
24. The Promoter accepts no responsibility for any tax implications arising from the prize winnings and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
25. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
26. The laws of Victoria apply to this competition. Entrants submit to the exclusive jurisdiction of the laws of Victoria.
27. Authorised under: ACT Permit No. TP 22/00289.1, NSW Authority No. TP/01674 and SA Permit No. T22/209.