

Local Legends' Lunch - Terms and Conditions

By entering the Local Legends' Lunch promotion (**Promotion**), you agree to the following terms and conditions:

1. The Promoter of this Promotion is, collectively, New Sunrise Pty Ltd ACN 31 082 753 571 (**New Sunrise**), Australasian Convenience and Petroleum Marketers Association ABN 71 506 540 351 (**ACAPMA**) and Council of Small Business Organisations of Australia Limited ACN 008 597 304 (**COSBOA**).

WHO CAN ENTER?

2. Entry is free and open to permanent residents of Australia, subject to clause 4.
3. Entrants must be at least 18 years old to enter.
4. Employees of the Promoter, Crosby Textor Research Strategies Results Pty Ltd ACN 101 934 454, Big Red Communications Group Pty Ltd ACN 124 766 123, Match & Wood Pty ACN 622 590 907, and the immediate families of the employees of the aforementioned entities are ineligible to enter.

HOW TO ENTER

5. The promotion will commence at 12.01AM AEDST on Friday 04 December 2020 and will cease at 11.59PM AEDST on Sunday 06 December 2020 (**Promotion Period**). Entrants may enter as many times as they like during the Promotion Period. Incomplete, incorrectly submitted, delayed, illegible, corrupted, misdirected entries or entries submitted outside of the Promotion Period will be deemed invalid.
6. To enter this promotion entrants must, during the Promotion Period, do each of the following:
 - a. host a lunch during the Promotion Period (being 12.01AM AEDST on Friday 04 December 2020 to 11.59PM AEDST on Sunday 06 December 2020);
 - b. buy food, drinks, services, and supplies (collectively, **Supplies**) from local small businesses;
 - c. take a photo of their lunch spread and/or hamper (**Photo**);
 - d. post the Photo to the entrant's Facebook timeline and/or the entrant's Instagram account (**Post**);
 - e. tag or list within the Post the small businesses that the entrant has gathered Supplies from; and
 - f. state in the Post the hash-tags "#golocalfirst" and "#locallegendslunch".
7. All social media accounts containing the Post must be public for the Promoter to communicate with the entrant and notify Prize Winners of the Promotion. Posts made to / in social media accounts that are not public will not be considered.
8. Each Post must be the original independent creation of the entrant and free from any claims, including but not restricted to copyright or trademark claims, by other parties.
9. The Promoter reserves the right, at any time, in its sole discretion, to verify the validity of entries and the identity of entrants. These rights include but are not limited to:
 - a. right to request proof of entry (including store receipt/proof of purchase);
 - b. right to request proof of identity; and
 - c. right to exclude entries where the Promoter reasonably believes any Supplies have been illegally obtained.

10. Entries that contain content the Promoter, in its sole discretion, finds to be offensive, inappropriate, or otherwise at the Promoter's sole discretion infringes any intellectual property rights or rights of any other person or entity, will be considered ineligible.
11. By entering the promotion, the entrant warrants that they meet the entry eligibility requirements as set out in these Terms and Conditions.

HOW TO WIN

12. Each entry will be reviewed and judged by a panel comprised of personnel from the Promoter (the **Panel**).
13. The Prizes (as defined below) will be awarded to entrants as judged by the Panel on criteria (**Judging Criteria**):
 - a. relevance of Supplies;
 - b. variety of Supplies within the Post;
 - c. number of small businesses represented within the Post;
 - d. creativity and presentation; and
 - e. support demonstrated for local small businesses within the Post.
14. All decisions of the Panel, including in relation to judging and selecting Prize Winners and accepting or rejecting entries, are final, and no discussions or correspondence will be entered into.
15. By entering this promotion, entrants agree to allow the Promoter to re-post their entry on the Promoter's social media platforms and through other mediums, including Facebook, Twitter, Instagram, Magazine and YouTube accounts and the Promoter's websites, being www.newsunrise.com.au, www.acapma.com.au and www.golocalfirst.com.au.
16. Entrants agree to grant the Promoter a royalty free, non-revokable, transferable, perpetual and non-exclusive licence to use their entries in all media and entrants will not be entitled to receive any fee.
17. This is a game of skill. Chance plays no part in determining the Prize Winners.
18. To be judged as a Prize Winner, entrants must provide an email or physical address when requested by the Promoter.

PRIZES

19. There will be eight (8) prize winners in total, awarded to the best Local Legends' Lunch Post in each state and territory as judged by the Panel based on the Judging Criteria (**Prize Winners**).
20. Each Prize Winner will receive \$1,000 of New Sunrise credit in the following manner and with the following features (**Prize**):
 - a. the Prize Winner will be contacted and asked to nominate a service station, operated by New Sunrise, that is convenient to the Prize Winner (**Nominated Station**);
 - b. an account with AUD\$1,000 (including GST) will be set up with the Nominated Station (**Credited Account**) for the Prize Winner which can only be drawn upon, and spent on, fuel and convenience products available at the Nominated Station;
 - c. The Credited Account will remain active until 16 December 2021 (**Expiry Date**). After the Expiry Date, any funds remaining in the Credited Account will expire and will be deemed to be forfeited by the Prize Winner.
21. Prize Winners acknowledge and accept that the Prize may be subject to further terms and conditions.

22. The total Prize pool is valued at \$8,000 (including GST).
23. The Prize Winners will be announced and contacted via social media by 11:59PM on Wednesday 16 December 2020. Prize Winners must provide their contact details to the Promoter in order to receive the Prize.
24. If any Prize remains unclaimed after 14 days of the winning entries being announced, the Promoter may deem that the Prize Winner is ineligible to receive the Prize.
25. Prizes are not transferable or exchangeable and cannot be redeemed for cash. The Promoter accepts no responsibility for any variation in the value of Prizes.
26. Upon receipt of a Prize, Prize Winners are solely responsible for maintaining the Prize and the Promoter is not responsible for any damage or loss to the Prize. In the event that the Prize is lost by the Prize Winner, the Promoter will not be responsible for a replacement or reimbursement.

NO LIABILITY

27. The Promoter is not liable for any additional costs incurred by entrants and associated with entering or winning this promotion or associated with the Prizes.
28. The Promoter will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, Specified Claims, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this promotion or accepting or using any Prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the maximum extent permitted by law). The aforementioned term "Specified Claims" in this clause 25 means any expense, damages, claims or losses arising out of the following:
 - a. technical difficulties or equipment malfunction (whether or not under the Promoter's control);
 - b. any entry or Prize claim that is late, lost, altered, damaged, or misdirected due to any reason beyond reasonable control of the Promoter;
 - c. any tax liability incurred by a Prize Winner or entrant;
 - d. acceptance or use of a Prize; or
 - e. any act or omission of the Promoter.
29. All entries will be the property of the Promoter.
30. Personal information provided by entrants will be used by the Promoter for the purpose of conducting this promotion and otherwise in accordance with the entrant's consent. To the extent a party that comprises the collective parties referred to as the 'Promoter' is subject to the Privacy Act 1988, that party will deal with the personal information provided by the entrant in accordance with the Privacy Act 1988.
31. This promotion is in no way sponsored, endorsed, administered or associated with any social media platform, including without limitation Facebook, Instagram, Twitter, or YouTube or any similar platform. All entrants unconditionally and irrevocably release and discharge Facebook, Instagram, Twitter, and YouTube from any and all liability in relation to this Promotion.
32. The Promoter will not be liable for any claims, losses or damages arising from an entrant's breach of terms and conditions, imposed by any social media platform, during the course of the entrant submitting a Post.
33. If this promotion is interfered with in any way or is not capable of being properly conducted due to any reason beyond the reasonable control of the Promoter (including infection by computer virus, bugs, tampering, unauthorised intervention, fraud, or technical failure), the

Promoter reserves its rights to disqualify any entrant, remove any entry, or to modify, suspend, terminate or cancel this promotion, to the extent permitted by law.