

**Bravo™ Apples – Chance to Win \$100,000 Terms & Conditions ("Conditions of Entry")**

Schedule			
<b>Promotion:</b>	Bravo™ Apples – Chance to Win \$100,000		
<b>Promoter:</b>	WA Farm Direct Pty Ltd ABN 16 165 089 636, 66 Catalano Circuit, Canning Vale, WA 6155, Australia.		
<b>Promotional Period:</b>	<b>Start date:</b> 01/08/21 at 12:01 am AEST <b>End date:</b> 31/10/21 at 11:59 pm AEDT		
<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 entrant must complete the following steps during the Promotional Period:</p> <p>a) Scan the on-product QR code or visit <a href="http://www.bravoapples.com.au">www.bravoapples.com.au</a> and follow the links; then</p> <p>b) Login via their email/Facebook/Google/Twitter account (as prompted) then complete any and/or all of the entry methods as listed on the website to earn the corresponding number of entries.</p> <p>Entries will be entered into a weekly prize draw. From all valid entries received during the entire Promotional Period, one entry will be drawn and will get the chance to play a game for the chance to win up to \$100,000.</p>		
<b>Entries permitted:</b>	<p>Each listed entry task to earn entries into this Promotion may only be completed once by each person (de-duped by email address and mobile phone number and account used for entry).</p> <p>Maximum one (1) weekly prize per person (de-duped by email address and mobile phone number) during entire Promotional Period.</p>		
<b>Total Prize Pool:</b>	Up to AUD \$103,600		
Prize Description	Number of this prize	Value (per prize)	Winning Method
<b>Major Draw Prize:</b> The prize is opportunity for the Major Draw Winner to play a game for chance to win up to \$100,000. Further details of the Game are listed below.	1	Up to AUD\$100,000	Major Draw: computerised random selection at 01/11/21 at 12pm AEDT.
<b>Weekly Draw Prize:</b> The prize is \$200 paid by direct deposit to the winner's nominated bank account in the winner's name.  The winner must provide their bank account details to the Promoter in order for the prize to be awarded.	13 (1 per Weekly Draw)	AUD\$200.00	Weekly Draw: computerised random selection - from 09/08/2021 to 01/11/2021 at 11:30 am AEST/AEDT, as applicable in NSW.
<b>Game Details:</b>	<ul style="list-style-type: none"> <li>The first valid entry drawn in the Major Draw will win that entrant ("Participant") the opportunity to play a contingency game ("the Game") for the chance to win up to AUD\$100,000.</li> <li>The Game will be held on a date between 15<sup>th</sup> November 2021 – 3<sup>rd</sup> December 2021 between 9am – 5pm (Monday to Friday).</li> <li>Exact location, date and time of the Game to be confirmed with the Participant directly by 5<sup>th</sup> November 2021 and will depend on covid or any potential covid restrictions or limitations.</li> <li>In order to participate in the Game, if the drawn Participant resides outside of the same State/Territory as the Game location, he/she will receive one return economy airfare from his/her nearest capital city in Australia to nearest capital city airport to the Game location, one night minimum 3-star accommodation and return transfers from airport/accommodation and accommodation/Game location, valued in total at up to AUD\$1,000, depending on point of departure. If the drawn Participant resides within the same State/Territory as the Game location, the Participant will be responsible for transport to and from the Game. Spending money, meals, taxes (excluding airline and airport taxes), insurance, transport to and from departure point, transfers, items of a personal nature (including but not limited to in-room charges) and all other ancillary costs are not included. If the Participant cannot attend the Game, the Participant may appoint a proxy over 18 years of age to play the Game on his/her behalf provided the Participant gives the Promoter written, signed notice to that effect before the start of the Game - written confirmation of this must be provided to the Promoter at least 5 business days before the Game date.</li> </ul>		

	<ul style="list-style-type: none"> <li>• Travel Allowance is null and void – if the Game is completed via Teleconference or Zoom or the winner resides in the same State/Territory as the Game location. Travel allowance is only provided if the Game is held in person, not via Teleconference or Zoom. It is at the Promoter’s discretion how the Game will be conducted – in person or via tele-conference / zoom. If due to COVID or unforeseen circumstances interrupts travel and/or the Game, the Promoter may conduct the Game via Zoom / teleconference.</li> <li>• The Game will consist of twenty-five (25) Bravo™ Apples which correlate to twenty-five (25) numbered envelopes.</li> <li>• Two (2) envelopes will contain a promotional message representing the <u>AUD\$100,000 prize (“Grand Prize”)</u>. The other twenty-three (23) envelopes will each contain a promotional message representing a Minor Prize.</li> <li>• The Participant must choose only two (2) apples/envelopes without touching, handling or interfering in any way with any of the other apples/envelopes on display. If the Participant is found to have breached this condition, he/she will be disqualified.</li> <li>• If the Participant selects two (2) apples/envelopes both containing the promotional message representing the Grand Prize, subject to verification by the judges, the Participant (or if the Participant is a proxy, the drawn winner they are playing on behalf of) will win the <u>Grand Prize of AUD\$100,000</u>.</li> <li>• If the Participant selects one (1) apple/envelope containing a promotional message representing the Grand Prize and one (1) apple/envelope containing a promotional message representing the Minor Prize then the Grand Prize will not be given away and, subject to verification by the judges, the Participant (or if the Participant is a proxy, the drawn winner they are playing on behalf of) will win <u>Major Prize of AUD\$5,000</u>.</li> <li>• If the Participant selects two (2) apples/envelopes both containing the promotional message representing the Minor Prize, then the Grand Prize will not be given away and, subject to verification by the judges, the Participant (or if the Participant is a proxy, the drawn winner they are playing on behalf of), will win <u>Minor Prize of AUD\$2,000</u>.</li> </ul>
<b>Winner notification:</b>	Each winner will be contacted by phone and email within fourteen (14) days of the respective draw. The winners will be published at <a href="http://www.bravoapples.com.au">www.bravoapples.com.au</a> by 05/11/21.
<b>Unclaimed Prizes:</b>	Prizes must be claimed by 08/11/21 at 11:30 am AEDT. In the event of an unclaimed prize, the prize will be redrawn on 08/11/21 at 12pm AEDT at Hive Marketing Group, Suite 222, 117 Old Pittwater Road, Brookvale NSW 2100, Australia. The winners of the redraw will be notified by phone and email within fourteen (14) days of the redraw. The winners will be notified publicly (and their details published) at <a href="http://www.bravoapples.com.au">www.bravoapples.com.au</a> by 10/11/21.  If there are no prize winner/s or winner/s for this Promotion cannot be found, this information will be published at <a href="http://www.bravoapples.com.au">www.bravoapples.com.au</a> .

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.
4. Employees (and their immediate family members) of 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. Draws:
  - a) Weekly Draws: The Weekly Draws will take place at Hive Marketing Group, Suite 222, 117 Old Pittwater Road, Brookvale NSW 2100, Australia at 11:30 am AEST/AEDT (as applicable in NSW) on 09/08/21, 16/08/21, 23/08/21, 30/08/21,

06/09/21, 13/09/21, 20/09/21, 27/09/21, 05/10/21, 11/10/21, 18/10/21, 25/10/21 and 01/11/21 by computerised random selection. Entries open/close for each Weekly Draw are as listed in the table below (times are in AEST/AEDT, as applicable in NSW). Entries in each Weekly Draw will NOT be entered into any subsequent Weekly Draws.

i) The first valid entry drawn in each Weekly Draw will be the winner of the Weekly Prize.

Promotional Week	Entries Start Date / Time	Entries Close Date / Time	Draw Date / Time
1	01/08/2021 – 12.01am	08/08/2021 – 11.59pm	09/08/21 – 11.30am AEST
2	09/08/2021 – 12.00am	15/08/2021 – 11.59pm	16/08/21 – 11.30am AEST
3	16/08/2021 – 12.00am	22/08/2021 – 11.59pm	23/08/21 – 11.30am AEST
4	23/08/2021 – 12.00am	29/08/2021 – 11.59pm	30/08/21 – 11.30am AEST
5	30/08/2021 – 12.00am	05/09/2021 – 11.59pm	06/09/21 – 11.30am AEST
6	06/09/2021 – 12.00am	12/09/2021 – 11.59pm	13/09/21 – 11.30am AEST
7	13/09/2021 – 12.00am	19/09/2021 – 11.59pm	20/09/21 – 11.30am AEST
8	20/09/2021 – 12.00am	26/09/2021 – 11.59pm	27/09/21 – 11.30am AEST
9	27/09/2021 – 12.00am	03/10/2021 – 11.59pm	05/10/21 – 11.30am AEDT
10	04/10/2021 – 12.00am	10/10/2021 – 11.59pm	11/10/21 – 11.30am AEDT
11	11/10/2021 – 12.00am	17/10/2021 – 11.59pm	18/10/21 – 11.30am AEDT
12	18/10/2021 – 12.00am	24/10/2021 – 11.59pm	25/10/21 – 11.30am AEDT
13	25/10/2021 – 12.00am	31/10/2021 – 11.59pm	01/11/21 – 11.30am AEDT

b) **Major Draw:** The Major Draw will take place at Hive Marketing Group, Suite 222, 117 Old Pittwater Road, Brookvale NSW 2100, Australia at 12pm AEDT on 01/11/21 using computerised random selection.

i) The first valid entry drawn in the Major Draw will win the opportunity to play the Game for the chance to win up to AUD\$100,000.

c) The Promoter may draw reserve winners in case of ineligible or invalid entries.

d) If a draw is scheduled on the weekend or a public holiday, the draw will be conducted at the same time and location on the following business day. The Promoter will ensure each draw is open for public scrutiny and anyone may witness the draw on request. The winner of a drawn prize is determined by chance.

6. 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 the time specified by the Promoter, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize.

8. The value of the prizes is accurate and based upon the recommended retail value of the prizes (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prizes after that date.

9. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.

10. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and specification, subject to any written directions of a regulatory authority.

11. No entry fee is charged by the Promoter to enter the Promotion.

12. 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.

13. 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. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at [www.bravoapples.com.au](http://www.bravoapples.com.au). 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. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. Personal information collected from entrants will not be disclosed to any entity located outside of Australia.
14. 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.
  15. It is a condition of accepting the prize that a winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize.
  16. 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 and the provision of the prize is the sole responsibility of the third party and not the Promoter. 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. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
  17. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry 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).
  18. 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.
  19. 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.
  20. All material submitted on entry (e.g. photo(s), image(s), drawing(s), comment(s), sound/video recording(s) and answer(s) to a promotional question) must NOT: (a) be in breach of any laws, regulations and rights, e.g. any laws regarding intellectual property (copyright, trademarks, etc), defamation and privacy; (b) be defamatory, obscene, derogatory, pornographic, sexually inappropriate, contain nudity, aggressive, violent, abusive, harassing, threatening, objectionable or discriminate/vilify any section of the community with respect to race, ethnicity, nationality, religion, origin, sexual preference, mental illness, disability or gender or unsuitable for publication; or (c) contain viruses. Entrants warrant that they own or have the right to license the copyright in any entry submitted by them into this Promotion, for the purposes of this Promotion, that no rights have been granted to any third party in respect of any such entry which would prevent the entry being used as contemplated by this Promotion, and that the use by the Promoter of any such entry will not breach any laws or infringe the rights of any person (including without limitation with respect to privacy, intellectual property and defamation). Entrants must obtain prior consent from any person or from the owner(s) of any property that appears in their entry. By entering, all entrants license and grant the Promoter, its affiliates and sub-licensees an exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (including any portion of their entry) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability. Entrants further agree, upon request by the Promoter, to assign all of their rights, title and interest (including copyright) in and to their entry to the Promoter and to sign any legal documentation to confirm such assignment. Entrants agree that their entry is their original work and does not infringe the rights of third parties, or that they have obtained full prior consent from any person who has

jointly created or has any rights in the aforementioned material. Entrants consent to any use of their entry that may otherwise infringe their moral rights. Entrants are responsible for all entries they submit on entry. The Promoter will not be liable for any entries, to the extent permitted by law. The Promoter reserves the right to remove, request removal or decline to publish any entry or portion of an entry for any reason whatsoever, including if in breach of these Terms and Conditions. The Promoter will have no liability to entrants if it exercises this right and entrants must comply with any request made by the Promoter pursuant to this paragraph. The entrant warrants and represents that any material sent or provided by the entrant to the Promoter will not infringe any copyright, trademarks or other intellectual property rights of any third party (including moral rights) and that the entrant has all rights to use the materials and has obtained all necessary consents to comply with any relevant privacy and/or confidentiality requirements. Entrants agree to indemnify the Promoter for any breach of the Terms and Conditions including this clause.

21. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. 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 willful 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. Unless otherwise specified, a prize is a single event for the winner (and where relevant their guests) and cannot be separated into separate events or components.
25. The Promoter accepts no responsibility for any tax implications 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.
26. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
27. Authorised under: **ACT Permit No. TP21/01155, NSW Authority No. TP/01186 and SA Permit No. T21/1045.**