

## 2020 INDOMIE NOODLES WIN YOUR KIT PROMOTION

### TERMS AND CONDITIONS

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to residents of Australia, aged 15 years or older (eligible entrants) excluding directors, management and employees of the Promoter (Touch Football Australia)
3. The promotion commences 12noon AEST on 7/09/20 and closes 11.59pm AEST on 10/10/20 (Promotional Period)
4. To enter, eligible entrants must, during the promotional period like and/or follow the Indomie Australia Facebook & Instagram page and enter the draw on [www.indomie.com.au](http://www.indomie.com.au) website.
5. 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) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
6. Incomplete or indecipherable entries will be deemed invalid.
7. Eligible Entrants are permitted one entry (multiple entries are not permitted).
8. 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.
9. The winners will be selected via a random prize draw of all entrants.
10. The Prize Draw will be held at 1.00pm (AEDST) on Monday 12 October 2020 at Touch Football Australia's Sydney Office, 44 Driver Avenue, Moore Park, NSW, 2021 (Promoter).
11. The result of the competition is final, and no correspondence will be entered into.
12. There are six prizes in total. The total prize pool value is \$950.00 inclusive of GST. The grand prize of 15 x playing tops is valued at \$700 inclusive of GST. Five bonus prizes consisting of a SNR-Classic Touch Football are valued at \$49.99 each inclusive of GST. The promoter accepts no responsibility for any variation in the value of the prize.
13. The major prize winner will receive 1 x set of 15 playing shirts valued at RRP \$700. Five additional bonus prize winners will each win 1 x Senior Classic Touch Football valued at RRP \$49.99. Touch Football Australia will ship the prizes directly to the prize winners.

14. The prize must be taken as stated and no compensation will be payable if a winner is unable to redeem the prize as stated. Prizes are not exchangeable or redeemable for cash or other goods or services. A prize cannot be transferred to any other person, unless agreed to by the Promoter. It is a condition of accepting a prize that the winner accept the conditions of use of that prize.
15. If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of the equal value and/or specification, subject to any written directions from a regulatory authority.
16. It is a condition of accepting a prize that a winner agrees to participate in and cooperate with all reasonable media requests, including but not limited to, being interviewed, photographed and filmed and such persons grant the Promoter a perpetual, non-exclusive license to use such interview, footage and photographs in all media worldwide and will not be entitled to any fee for such use. The inclusion of any such footage or photographs (including but not limited to creative control of the feature) will remain with the Promoter at all times. The winners also grant the Promoter the right to licence such footage or photographs to the Sponsor for use in media promoting the Sponsor. As a condition of accepting a prize the winners agree to sign any waivers and releases in such form as are determined by the Promoter in their absolute discretion for the purpose of accepting the prize package, to confirm their consent to participate in any media activities, and to confirm their consent to use of their photographs or footage by the Sponsor.
17. The prize winners will be personally notified by email by 5.00pm Friday 16 October 2020
18. 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) to modify, suspend, terminate or cancel the promotion, as appropriate.
19. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used
20. 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.
21. 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) any tax liability incurred by a winner or entrant; or (f) use of a prize.

22. Entrants' personal information will be disclosed to the Sponsor for the purposes of conducting the draw and awarding the prizes. The Sponsor is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at <http://indomie.com.au/>
23. Entrants' personal information will be collected by the Sponsor. Personal information will be stored on the Sponsors database. The Sponsor may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Sponsor is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at <http://indomie.com.au/>
24. The Promoter is Touch Football Australia Limited, ABN 55 090 088 207 of suite 1/18 Napier Close, Deakin ACT 2600. Entrants can contact the Promoter in relation to the promotion by mail to this address or by telephone to (02) 6212 2800
25. The Sponsor is Indomie, Tax ID Number 02.993.085.6-431.001, of PT INDOFOOD CBP SUKSES MAKMUR Tbk, Sudirman Plaza, Indofood Tower, 23rd Floor, Jl. Jend. Sudirman Kav 76-78, Jakarta 12910, Indonesia (Sponsor)