



TERMS & CONDITIONS

Mr KP Mangoes Win Your Ultimate \$5k Bliss Out Escape Competition Terms and Conditions

By entering the Mr KP Mangoes “Win Your Ultimate \$5k Bliss Out Escape” Competition, (the “Competition”), you accept the following terms and conditions:

1. The promoter is Red Rich Fruits (NSW) Limited (ABN 98 144 810 364) of 4 Beach Street, Eastern Creek, NSW 2766 (Promoter).
2. The Competition commences at 5pm Australian Eastern Standard Time (AEST) on Wednesday 13th September 2017 and finishes at 5pm on Thursday 9th November 2017 (Competition Period).
3. All entries must be received by the Promoter by 11.59am (AEST) on Friday 3rd November 2017. Late entries will not be accepted.
4. Entry is only open to Australian legal residents. Entrant must be over 18 years of age. Entry must be by an individual, not a company or other organisation.
5. Directors, management and employees of the Promoter and any agencies, firms and/or companies associated with the Competition (including suppliers of the prize) and their immediate families are not eligible to enter.
6. To enter, entrants must either:
 - a. Post a picture of your “bliss out moment” on Facebook or Instagram; and
 - b. tell us in 25 words or less what's your favourite way to bliss out with both the hashtags #ultimateblissout and #mrkpmangoes, and tag your favourite bliss out buddyOR
 - c. Complete all of the required fields within the entry form available at <http://mrkpmangoes.com.au/win-ultimate-bliss-escape/>; and
 - d. Tell us, in 25 words or less, what's your favourite way to bliss out; and upload a photo of your bliss out moment
7. Entry to the Competition is free.
8. Entrants may enter as many times as they wish; however, all entries must be unique. An entry is deemed to be received at the time of its receipt by the Promoter and not at the time of transmission by the entrant.
9. This is a game of skill. Chance plays no part in determining the winner. Each entry will be individually judged, based upon individual creative merit.
10. All entries must be an independent creation by the entrant and free of any claims that they infringe any third-party rights, including but not limited to intellectual property rights.
11. Entries must not have been published previously and/or have been used to win prizes in any other competitions.
12. By entering and participating in this Competition, each entrant agrees to hold harmless, defend and indemnify Facebook and Instagram from and against any and all claims, demands, liability, damages or causes of action (however named or described), losses, costs or expenses, with respect to or arising out of or related to (i) the entrant's participation in the Competition, or (ii) the entrant's participation in any Competition related activities, acceptance of the Major Prize and/or use or misuse of the Major Prize (including, without limitation, any property loss, damage, personal injury or death caused to any

person(s). This Competition is in no way sponsored, endorsed or administered by, or associated with Facebook or Instagram.

13. The judging of the entries will take place between 12:01am Friday 3rd November 2017 and 11.59pm Thursday 9th November 2017. The top 10 entries judged to be the best, in the judge's sole and absolute discretion, will be shown on the www.mrkpmangoes.com.au website, Facebook, and Instagram pages. Our followers will then vote on the top 10 entries on Facebook, the entry with the most "likes" is deemed the Winner of the Major Prize. The online voting will commence from 5.01pm on Friday 3rd November and close at 5pm on Thursday 9th November. The winner will be announced at 1.00pm on Friday 10th November.
14. The Winner will be contacted via email by 5pm Friday 10th November 2017.
15. If the Winner cannot be contacted within 30 days of the draw and the Promoter has made every effort to contact them with the information provided by the entrant, the Major Prize will be awarded to another valid entrant.
16. The winning entry will be published on mrkpmangoes.com.au and our Facebook, Instagram and Twitter pages.
17. There is one Major Prize. The Major Prize is a \$5,000 Flight Centre Travel Voucher, inclusive GST (Travel Voucher).
18. The Travel Voucher will be forwarded to the Winner via express post within fourteen (14) days of the Winner being contacted by the Promoter.
19. The Winner must make their own travel arrangements with Flight Centre.
20. The Major Prize is not transferrable or negotiable or redeemable for cash.
21. The Promoter makes no representation or warranty as to the quality of the goods or services provided by Flight Centre.
22. It is a condition of accepting the prize that the Winner must comply with any conditions of use of the Travel Voucher and Flight Centre's terms and conditions which are available at <http://www.flightcentre.com.au/booking-terms-condition>. It is the responsibility of the winner to confirm such conditions with Flight Centre.
23. Notwithstanding paragraph 28, the Travel Voucher must be used within 12 months of receipt by the Winner. If the winner does not use the Travel Voucher within the 12 months, the Travel Voucher will be forfeited by the Winner. Cash will not be awarded in lieu of the Travel Voucher. Once awarded, the Promoter is not liable for the Travel Voucher if it has been lost, stolen, forged, damaged or tampered with in any way.
24. The Winner is required to obtain the relevant & suitable travel insurance at their own expense, in order to be able to take the Major Prize. It is the Winner's responsibility to ensure that they have the valid documentation, including but not limited to, valid passports, visas, health requirements, which meet the requirements of immigration and other government authorities at every destination. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be the sole responsibility of the traveller/s.
25. Any costs in excess of the value of the Travel Voucher (if applicable), including GST, and all ancillary costs associated with redeeming the prize is the responsibility of the Winner.
26. The Promoter will not be liable for any damage to or delay in transit or receipt of the Major Prize.
27. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought.
28. By entering the Competition, you warrant that:
 - a. The Mandatory Information contained in your entry is true and correct;

- b. You have all necessary rights to enable you to accept these Competition Terms and Conditions and grant the rights contained in these Competition Terms and Conditions to the Promoter; and any details, comments or other material you provide to the Promoter will not infringe the rights (including intellectual property rights) of any third parties.
- 29. You agree to indemnify the Promoter against any cost (including legal expenses), loss, damage or claim for compensation resulting from:
 - a. A claim being made or alleged against the Promoter (or its related bodies corporate), which alleges that any details, comments or other material you provide to the Promoter has infringed the rights (including intellectual property rights) of a third party;
 - b. Your breach of any of the warranties contained in clause 28.
- 30. Each work submitted as part of an entry (Work) becomes the property of the Promoter (for the avoidance of doubt, Work shall include but is not limited to the use of each entrant's "bliss out", image and any photographs taken of an entrant or the Winner). As a condition of entry, each entrant irrevocably grants to the Promoter a non-exclusive perpetual worldwide royalty free licence to use and exploit all intellectual property rights (including, without limitation, copyright) in and to the Work and consents to the Promoter doing (or omitting to do) any acts in respect of the Work which may otherwise constitute an infringement of an entrant's moral rights. For the avoidance of doubt, the Promoter may use all or part of an entrant's Work(s) for promotional, marketing or publicity purposes, whether in respect of the competition, the Promoter or otherwise. Each entrant also agrees to participate in all promotional activity. This licence includes all rights to allow the Promoter to display, distribute, reproduce and create derivatives of the content, in whole or in part, without further review or consent from you, to the public throughout the world on any media platform.
- 31. Any person who, in the opinion of the Promoter, tampers or interferes with the entry process in any way, or who does not properly comply with the entry process or the Competition Terms and Conditions is not eligible to win the Major Prize.
- 32. The Promoter reserves the right to verify the validity of entries and entrants (including an entrant's identity, age and address) and to disqualify any entrant submitting an entry which, in the sole and absolute discretion of the Promoter, includes objectionable content, including but not limited to profanity or potentially insulting, scandalous, racial, inflammatory or defamatory language or material, or otherwise not in keeping with the spirit of the Competition. The Promoter's decision will be final and no correspondence will be entered into. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 33. If an entry is incomplete, incorrect or incomprehensible, or a winning entry is deemed not to comply with these Competition Terms and Conditions, the Promoter reserves the right, in its sole discretion, to discard that entrant's entry and proceed as if that entrant had not entered the Competition. The Promoter's decision in relation to any aspect of the Competition is final and binding on every person who enters. No correspondence will be entered into.
- 34. If for any reason whatsoever beyond the reasonable control of the Promoter, the Competition is not capable of being conducted as reasonably anticipated, the Promoter reserves the right, in its sole discretion, unless to do so would be prohibited by law, to (a) disqualify any entrant; and/or (b) to cancel, suspend, modify, terminate or cancel the Competition.
- 35. It is each entrant's responsibility to inform the Promoter if their personal details change prior to the end of the Competition Period.
- 36. The Promoter accepts no responsibility for late, lost, incomplete, delayed, illegible, corrupted or misdirected entries or for any technical difficulties or periods of unavailability

of the entry mechanism via mrkpmangoes.com.au, Facebook, Instagram, Twitter or email. The Promoter has no control over communication networks or services, including but not limited to the internet, and accepts no responsibility for any problems associated with them.

37. The Promoter will not be liable for any loss (including, without limitation, direct, 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) in connection with this Competition 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 minimum allowable by law). Notwithstanding the foregoing, to the extent that the Promoter is held liable in connection with this Competition, then their liability shall be limited, cumulatively in the aggregate, to the sum of \$100 (one hundred dollars).