

WIN a Picnic Glow Up (COMPETITION)

1. By participating, entrants agree to be bound by these terms and conditions. The Promoter is Yumi's Quality Foods (ABN 43 159 271 959) of Level 2, 11 Talavera Rd, Macquarie Park, NSW (**Promoter**).
2. The competition commences at 12:01 AEST on 20 June 2022 and ends at 23.59 AEST on 1 July 2022 (**Competition Period**).
3. Entry is open to Australian residents who are aged 18 years or over (**Eligible Entrants**). Directors, management, employees, and their immediate families, of the Promoter, retailers, suppliers, associated entities, and agencies associated with this competition are ineligible to enter.
4. To enter, Eligible Entrants must, during the Competition Period:
 - (a) visit Yumi's Instagram page (@yumisdips);
 - (b) follow @yumisdips;
 - (c) like the competition post;
 - (d) tag a friend they would like to share a Yumi's dip with; and,
 - (e) under the competition post reply with a response in 25 words or less to the following: *"Tell us in 20 words why you like Yumi's dips."*
5. The first prize is one of 3 x Yumi's Sharing Packs (including a Yumi's Vintage Cooler Box, Yumi's handcrafted serving platter and a bunch of Yumi's products) to the value of \$343.50 per pack and the second prize is one of 5 x Yumi's handcrafted long serving platters to the value of \$55 per pack (\$1305.50 total prize value). The prize is not transferable or redeemable for cash. The Promoter is not liable for any loss, damage or injury suffered as a result of any winner accepting and/or using the Prize, except for any liability which cannot be excluded by law.
6. Judging will take place on 4 July 2022 (**Judging Date**). All entries will be judged individually on their merits based on creativity. The best entry as determined by the judge in their absolute discretion will win the Prize. This is a game of skill and chance plays no part in determining the winner.
7. Prizes will be delivered to the address nominated by the Eligible Entrant within 28 days after the close of the Competition Period. Winners will be notified within 48 hours of the judging taking place via direct message on Instagram.
8. All Prizes will be distributed after the close of the Competition. If a Prize is not claimed within three months of the Judging Date, the Promoter will distribute any unclaimed Prizes to the next best ranking entry.
9. Eligible Entrant's personal information will be collected and used for the purpose of conducting this Competition. This may require disclosure to third parties, including local regulatory authorities and the Promoter's agents or third-party service providers, for conducting the Competition, or for promotion and marketing (including for direct marketing) (**Purpose**). By entering this Competition, Eligible Entrant's consent to the use of their personal information for the Purpose.
10. A copy of the Promoter's privacy policy is available at <https://yumis.com.au/privacy-policy/>. The privacy policy contains information about how individuals may access or correct personal information or make a privacy related complaint.
11. Eligible Entrants warrant that their entry is not in breach of any third-party intellectual property rights. Eligible Entrants agree to indemnify the Promoter and their associated agencies against all losses, damages, claims and costs by third parties arising out of, connected to, or resulting from, a breach of the warranty.
12. Eligible Entrants grant the Promoter a non-exclusive licence to use their name, likeness, image, voice, and the content of their entry in any way the Promoter wishes in all media for the purposes of the Promoter's business on its website, social media or in any marketing campaign, without payment of royalties or compensation.
13. By using and entering this Competition on Instagram, Eligible Entrants: agree to comply with Instagram's terms of use, release Instagram from all claims based on, related to, or arising from the Competition; and acknowledge and agree that this Competition is in no way sponsored or endorsed by or affiliated with Instagram.
14. The Promoter's decision is final, and binding and no correspondence will be entered into.
15. The Promoter reserves the right to disqualify individuals who submit entries that are not in compliance with these terms and conditions, to request verification of the social media profile of Eligible Entrants and the age, identity, and residential address of winners.
16. Winners may have rights under the Australian Consumer Law and other similar legislation which cannot be excluded, restricted, or modified by the Promoter. These terms and conditions do not exclude, restrict, or limit those statutory rights in any way. However, to the extent that it is permitted to do so by law, the Promoter (including its officers, employees, and agents) exclude all liability whether arising in tort (including without limitation negligence), contract or otherwise for any personal injury or any other loss or damage (including without limitation loss of opportunity or loss of profits) whether direct, indirect, special, or consequential, arising in any way out of the Competition, including, without limitation:
 - (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 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 market value to that stated in these terms and conditions;
 - (e) any tax implications; or
 - (f) the Prize or use of the Prize.

17. The Promoter reserves the right in its sole discretion to take any action that may be available to it, and to cancel, terminate, modify, or suspend the Competition, or amend these terms and conditions, unless to do so would be prohibited by law.