



ASIAN INSPIRATIONS & MUNCHBOX INSTAGRAM GIVEAWAY CONTEST

Asian Inspirations (www.asianinspirations.com.au) is partnering with Munchbox (www.mymunchbox.com.au) in an Instagram giveaway contest. Follow our Instagram account and like the contest post. Share a photo of your best lunch box creations to Instagram with the hashtag #AixMunchbox to be in the running to win 1 of 5 Munchbox lunchboxes.

Quick recap on how it works:

1. On the 17th of April 2019 at 10:00am AEST, the contest post will be published on Asian Inspirations' Instagram account (www.instagram.com/asianinspirations.com.au/).
2. The Contest Period is from 10:00am AEST on Wednesday the 17th of April 2019, until 11:59pm AEST on Tuesday the 23rd of April 2019.
3. Participants will participate the Asian Inspirations & Munchbox Giveaway Contest via Instagram.
4. Five (5) winners will be chosen from the best kid's lunchbox creations shared on Instagram with the hashtag #AixMunchbox.
5. Winners will be notified via email by 26th of April 2019.
6. Each winner will win one (1) Munchbox lunchbox (Prize) worth \$44.95.
7. The Prize will be sent out to winners by 29th April 2019 via regular post.

Terms and Conditions

Asian Inspirations & Munchbox Instagram Giveaway Contest (from 10:00am AEST on 17th of April 2019 to 11:59pm AEST 23rd of April 2019)

1. Information on how to enter and prizes form part of these terms and conditions of entry. Participation in this Asian Inspirations & Munchbox Instagram Giveaway Contest is deemed acceptance of these terms and conditions.
2. Entry and continued participation in this Asian Inspirations & Munchbox Instagram Giveaway Contest is dependent on entrants following and acting in accordance with the Instagram Terms of Use which can be viewed at <https://help.instagram.com/478745558852511>.



3. This Asian Inspirations & Munchbox Instagram Giveaway Contest adheres to the terms and conditions set out in the Instagram promotion guidelines which can be found at <https://help.instagram.com/179379842258600>.

4. This Asian Inspirations & Munchbox Instagram Giveaway Contest is in no way sponsored, endorsed or administered by, or associated with, Instagram. Entrants understand that they are providing their information to the promoter and not to Instagram. Any questions, comments or complaints regarding the Asian Inspirations & Munchbox Instagram Giveaway Contest must be directed to the promoter and not to Instagram. The information an entrant provides will only be used in the ways outlined in these terms and conditions. Instagram will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the Asian Inspirations & Munchbox Instagram Giveaway Contest (including taking/use of a prize), except for any liability which cannot be excluded by the law.

5. All entrants unconditionally and irrevocably release and discharge Instagram from any and all liability in relation to this Asian Inspirations & Munchbox Instagram Giveaway Contest.

ENTRY INSTRUCTIONS

6. Entry is only open to Australian residents who received the invitation from the Promoter. Employees and the immediate families of the promoter and its agencies associated with this Contest are ineligible to enter. Immediate family 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. If you are under 18 years old as at the start date of the Contest, you are required to obtain your legal guardian's permission to enter and by entering you consent that you have done so.

7. The entrant's First and Last Name as mentioned in the contest page and is used to enter the Contest will be considered as the legal name and winner's name for the prize. An individual can only submit one entry to Asian Inspirations & Munchbox Instagram Giveaway Contest.

8. Contest commences on 10:00am AEST on 17th of April 2019 (Wednesday) and ends at 11:59pm AEST 23rd of April 2019 (Tuesday) (Contest Period).



9. To enter, entrants must complete the following steps during the Contest Period:

- a) Follow Asian Inspirations on Instagram at www.instagram.com/asianinspirations.com.au/
- b) Like the contest post on Instagram.
- c) Share a photo of your best lunch box creations to Instagram with the hashtag—
#AixMunchbox.

10. The time of entry will in each case be the time the online entry is received via Instagram, not at the time of transmission by the entrant.

11. The promoter accepts no responsibility for late, lost or misdirected entries.

12. The promoter reserves the right to verify the validity of entries and to disqualify any entrant who tampers with the entry process or who submits an entry that is not in accordance with these terms and conditions of entry. 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 and exclude from the Giveaway Contest if deemed inappropriate. 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.

DETERMINATION OF WINNERS

13. At the end of the Contest Period, the Promoter will judge all entries submitted via Instagram during the Contest Period against each other based on the following criteria:

- a) Creative lunchbox ideas for kids
- b) Presentation
- c) Photography

14. Subject to the Entry Instructions and Clause 17, five (5) participants will each win one (1) Prize (5 prizes total). Only one (1) prize will be awarded per person.

15. As a game of skill, entries will be judged solely the creativity of the entry. Chance plays no part in determining the winners. Any entry not including a correct answer shall be deemed invalid.



16. The winners will be notified via email immediately after winners have been determined on the 26th of April 2019. The prize must be accepted within 48 hours of the winners being notified. If the winner(s) does not respond (via email) within 48 hours of being notified, they will forfeit their right to the prize. The Promoter will select another winner(s) with the next best valid entry, based on judging criteria outlined in clause 13. The same response time and conditions apply for the second in line

17. Judges' decision is final and no correspondence will be entered into regarding the result or any decisions the promoter makes in connection with the Asian Inspirations & Munchbox Instagram Giveaway Contest.

18. There will be five (5) prize winners in total. Each winner will receive one (1) Prize containing one (1) Munchbox lunchbox.

19. Total prizes worth \$224,754.40 in value as at 8th of Apr 2019. Prizes will be mailed out from 22-28 Compark Circuit, Mulgrave, VIC 3170 on the 29th of Apr 2019 via regular post.

20. The promoter accepts no responsibility for any variation in the prize value. The prize or any unused portion of the prize is not transferable or exchangeable and cannot be taken as cash.

21. In the event that a prize, or an element of a prize, is/are not available, the promoter reserves the right to substitute prize(s) in its discretion to the same and equal recommended retail value and/or specification.

22. The promoter reserves the right to request the winner to provide proof of age and identity. Identification considered suitable for verification is at the discretion of the promoter.



GENERAL

23. If for any reason this giveaway contest is not capable of running as planned (including but not limited to) infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the promoter which corrupts or affect the administration security, fairness, integrity or proper conduct of this giveaway contest, the promoter reserves the right in its sole discretion to cancel, terminate, defer, suspend or modify the giveaway contest.

24. The promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, technical problems or traffic congestion on the internet or at any web site, or any combination thereof, (including but not limited to) any injury or damage to participants or any other person's computer related to or resulting from participation in or downloading any materials in this giveaway contest.

25. Any costs associated with accessing the Asian Inspirations' Instagram or website page is the entrant's responsibility and is dependent on the internet service provider used.

26. The promoter will not be held responsible for any injury, damage or loss to the entrant resulting from participation in the competition to the fullest extent permitted by law.

27. The promoter cannot be held responsible for any third party products or services.

28. 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 (2010), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State 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 giveaway contest.

29. 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 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) taking/use of and/or participation in a prize.

30. In the event of war, terrorism, state of emergency or disaster, or acts of God, the promoter reserves the right to cancel, terminate, modify or suspend the promotion.

31. The promoter shall not be liable for any prizes/merchandise that has been lost, stolen, forged, damaged or tampered with in any way.

32. Entrants agree that they are fully responsible for any materials they submit via the giveaway contest including but not limited to written responses and images ("Content"). The promoter shall not

be liable in any way for such Content to the full extent permitted by law. The promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:

- (a) they will not submit any Content that is unlawful or fraudulent, or that the promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children, or otherwise unsuitable for publication;
- (b) Their Content shall not contain viruses or cause injury or harm to any person or entity;
- (c) They will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
- (d) They will obtain full prior consent from any person who has jointly created or has any rights in the Content to the uses contemplated by these terms and conditions, and the Content does not infringe the rights of any third party;
- (e) They consent to any use of the Content which may otherwise infringe the Content creator's/co-creators' moral rights pursuant to the Copyright Act 1968 (Cth) and warrant that they have the full authority to grant these rights; and
- (f) They will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.



By including the Content in their entry, entrants warrant that they have the permission of the relevant copyright owner to do so and that this permission allows the promoter to use the entry in accordance with these terms and conditions.

Without limiting any other terms herein, entrants agree to indemnify the promoter for any breach of the above terms.

33. As a condition of entering this giveaway contest, each entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) 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.

34. Entrants consent to the promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this giveaway contest (including any outcome), and promoting any products and/or services manufactured, distributed and/or supplied by the promoter.

35. The promoter collects personal information ("PI") in order to conduct the giveaway contest and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry is conditional on providing this PI. The promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <http://www.asianinspirations.com.au/privacy-policy>. In addition to any use that may be outlined in the promoter's Privacy Policy, the promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages to the entrant. The Privacy Policy also contains information about how entrants may access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the promoter. Unless otherwise indicated by the promoter, the promoter may disclose PI to entities outside of Australia (for a list of the countries, see the promoter's Privacy Policy).

36. The promoter is Oriental Merchant Pty. Ltd. (ABN 34 007 368 925) of 10 Westgate Drive, Laverton North, VIC 3026