

**Barnacle Bill**  
**50th Anniversary Celebrate & Win Promotion**

**Promotional Period**

1. The promotion runs from 12:00am ACST on 20 September 2020 and 11:59pm ACST on 31 December 2020 (Promotional Period).

**How to enter**

**Entry eligibility requirement**

2. Subject to paragraph 3, to be eligible to enter the promotion, entrants must:
  - a. be South Australian residents aged 18 years or over; and
  - b. attend a participating Barnacle Bill store during the Promotional Period and make an instore purchase of a Barnacle Bill Snack Pack, Sea Chest, Treasure Chest, Crew Pack and Platter, Burger and/or Hot Chips (each an **Eligible Meal**). Participating stores are listed on the Barnacle Bill website at [www.barnaclebill.com.au](http://www.barnaclebill.com.au).
3. The following people are ineligible to enter the promotion:
  - a. employees (and their immediate families) of the Promoter;
  - b. Barnacle Bill franchisees;
  - c. employees (and their immediate families) of a Barnacle Bill franchisee; and
  - d. suppliers of the Promoter who are associated with this promotion.

**Entry method**

4. This promotion has two types of prizes: (1) drawn prizes; and (2) instant prizes.
5. Entrants who purchase an Eligible Meal have the chance to receive one sealed instant win game card per transaction. Not all entrants will receive an instant prize game card. Game cards will be randomly given to entrants at the time of their transaction. Entrants must open and read the game card to reveal whether or not they have won an instant prize. Game cards are strictly limited and will only be available while stocks last.
6. All entrants may enter the chance to win a drawn prize. Whether or not the entrant received an instant prize game card or instant prize does not affect their ability to win a drawn prize, or their chance of winning a drawn prize.
7. To enter for the chance to win a drawn prize, entrants must:
  - a. complete the official entry form (available in store), including by providing their full name, postal address, telephone number and (if available) email address;
  - b. staple their original receipt for an Eligible Meal purchased by them to the official entry form; and
  - c. place the stapled receipt and entry form in the entry box provided in store during the Promotional Period.

**Conditions of Entry**

**Information on how to enter**

8. Information on how to enter and prizes form part of these conditions of entry. Submission of an entry or acceptance of a game card is deemed acceptance of these conditions of entry.

**Entry period and draw**

9. Entries close and must be received in the manner described above in "Entry Method" by the end of the Promotional Period.
10. The draw will take place at 190 Glynburn Road, Tranmere, SA 5073 on 12 January 2021 at 12:00pm.

**Validity of entries**

11. Incomplete, indecipherable, illegible or inaudible entries will be deemed invalid.
12. Any incorrect details submitted may render the corresponding entry invalid.
13. 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 who submits an entry that is not in accordance with these conditions of entry or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

**Limitation on entry**

14. A person may enter multiple times, subject to the following: (a) only one entry permitted per transaction irrespective of how many Eligible Meals are purchased in that transaction; and (b) each entry must be submitted separately and in accordance with the entry requirements.

**Winner notification requirements**

15. Winners (other than instant winners) will be notified within 14 days of the draw in writing using (at the Promoter's discretion) the email address or postal address on the completed entry form.
16. Winners' names and addresses (for prizes valued at over \$250) will be published in the Advertiser on 20 January 2021.
17. The Promoter will also publish the names (but not the addresses) of winners on the Barnacle Bill Facebook Page and Barnacle Bill website at [www.barnaclebill.com.au](http://www.barnaclebill.com.au).

**Promoter's decision is final**

18. The Promoter's decision is final and no correspondence will be entered into.

**Determination of winners**

The first valid entry drawn will win a new Mercedes-Benz A180 Sedan (V177) in Mountain Grey Metallic Paint with automatic transmission; black dinamica/artico trim; Seat Comfort Package, Sports Package (AMG Line) and Vision Package valued at \$59,206.78 (inc. GST and on-road costs). This prize includes all compulsory on-road costs and insurances. The prize also includes \$1500 (by way of cheque) towards comprehensive car insurance for the vehicle. It is the responsibility of the winner to ensure the vehicle is fully insured prior to collecting the vehicle. Additional insurance, additional options, petrol and all other ancillary and ongoing costs are the responsibility of the winner. The Promoter takes no responsibility for any mechanical, body or paint repairs from the date and time of collection of prize. Prize winner must have a current valid Australian State or Territory driver's licence. If the winner is, through any legal incapacity or otherwise, unable to register the car in their own name, then such winner may assign the motor vehicle prize to another person (who consents to such assignment) with legal capacity for the purpose of registration. The Promoter takes no responsibility for any such arrangements between the winner and the third party to whom the vehicle is assigned. It is a condition of entry that the winner provides the Promoter with certified copies of all required documentation before the car is handed over to the winner. Winner will be informed of documentation required at time of notification of winning. As set out in, and subject to, paragraphs 45 and 46 below, the winner of this prize will release the Promoter from all claims and liability in connection with the vehicle.

19. The second valid entry drawn will win a Taste Furniture voucher valued at \$10,000.

20. The third, fourth and fifth valid entries drawn will each win a Holidays of Australia & the World voucher valued at \$2,000.
21. The next 20 valid entries drawn will each win a Coles Myer Voucher valued at \$100.
22. The next 10 valid entries drawn will each win a Family Zoo Pass to Adelaide Zoo valued at \$93.
23. The next 40 valid entries drawn will each win a Wallis Movie Voucher valued at \$40.
24. An entrant with multiple valid entries can win more than one drawn prize.
25. Prizes are subject to the standard conditions of entry of individual prize and service providers.
26. All drawn prizes must be claimed and collected by 5:00PM ASCT on 12 April 2021.
27. If for any reason whatsoever a prize winner does not claim or collect the prize or an element of the prize at the time stipulated at paragraph 26, then that prize or that element of the prize will be forfeited by the prize winner and it will be subject to the unclaimed prize draw described at paragraph 44 below. Cash will not be awarded in lieu of any unclaimed prizes or unclaimed element of a prize).

#### **Instant win prizes**

28. There will be 7,000 instant prizes are available throughout the competition and 10,000 instant prize game cards, 7000 of which will be redeemable for an instant prize.
29. Entrants who purchase an Eligible Meal have the chance to receive one sealed instant win game card per transaction. Not all entrants will receive an instant prize game card. Game cards will be randomly given to entrants at the time of their transaction. Entrants must open and read the game card to reveal whether or not they have won an instant prize. Game cards are strictly limited and will only be available while stocks last
30. Instant win game cards are void if stolen, forged, mutilated or tampered with in any way.
31. Entrants may redeem their instant win prize by presenting and providing the instant win game card in store at any participating Barnacle Bill store by 9:00pm ACST on 31 March 2021, after which time they shall expire and the prize will be forfeited.
32. The following instant prizes are available through the instant win game cards:
  - a. 1,000 x Barnacle Bill Vouchers valued at \$10 each.
  - b. 1,500 x Coca-Cola 375ml cans valued at \$3.00 each.
  - c. 1,500 x Coca-Cola 1.25L bottles valued at \$4.90 each.
  - d. 1,500 x Barnacle Bill Apple Pies valued at \$4.90 each.
  - e. 1,500 x 570ml tub of Gelista Gelato valued at \$9.90 each.

#### **General**

33. If for any reason whatsoever beyond the reasonable control of the Promoter, the promotion 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) subject to any written directions from a regulatory authority, to cancel, suspend, modify, terminate or cancel the promotion.
34. Subject to the unclaimed prize draw clause, if for any reason whatsoever a prize winner does not redeem a prize or an element of the prize by the time stipulated by the Promoter, then the

prize or that element of the prize will be forfeited by the prize winner and cash will not be awarded in lieu.

35. If a prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with an alternative prize to the equal value and/or specification, unless to do so would be prohibited by law and subject to any written directions from a regulatory authority.
36. Unless expressly stated within these Conditions of Entry regarding all prizes, all other expenses become the responsibility of the winner.
37. In the event of war, terrorism, pandemic, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion, subject to any written directions from the various Lottery Departments.
38. Total prize pool value is up to \$125,286.78, consisting of \$81,236.78 in drawn prizes and \$44,050.00 in instant win prizes.
39. Prizes, or any unused portion of a prize, are not transferable or exchangeable and are not redeemable for cash.
40. Any costs in excess of the (GST inclusive) value of the voucher or gift card and all ancillary costs associated with redeeming the prize are not included and are the responsibility of the winner. If the cost of the prize requested by the winner is less than the value of the voucher/gift card, the balance of the value of the voucher/gift card will not be awarded as cash.
41. The Promoter shall not be liable for any instant prize game card, voucher or gift card that has been lost, stolen, forged, damaged or tampered with in any way.
42. Redemption of the voucher or gift card is subject to any conditions of entry specified on the voucher or gift card and the issuer's standard conditions of entry.
43. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought by entrants at their cost.

#### **Unclaimed prize draw**

44. If required, an unclaimed prize draw may take place on 14 April 2021 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners' names and addresses (for prizes over \$250) will be published in the Advertiser on 23 April 2021, unless that person requests in writing prior to 19 April 2021 that their name and address not be published.

#### **Liability clauses**

45. Nothing in these Conditions of Entry limits, excludes or modifies or purports to limit, exclude or modify any statutory consumer guarantees or any implied condition or warranty the exclusion of which from these Conditions of Entry would contravene any statute or cause any part of these Conditions of Entry to be void ("**Non-Excludable Guarantees**"). Subject to the limitations in the preceding sentence, the Promoter excludes from these Conditions of Entry all conditions, warranties and terms implied by statute, general law or custom. Except for liability in relation to a Non Excludable Guarantees, the Promoter (including its officers, employees and agents) excludes 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 Promotion, including, without limitation, the following: (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 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 tax implications; (e) any variation in reward value to that stated in these Conditions of Entry; (f) any tax liability incurred by a successful claimant or entrant and/or (g) a prize or use of a prize.

46. Subject to any Non-Excludable Guarantees, and without otherwise limiting paragraph 45, it is a condition of entry that the winner of the first place drawn prize (i.e. the Mercedes Benz) agrees to release the Promoter (including its officers, employees and agents) from all claims and liability in connection with the vehicle immediately upon taking possession of the vehicle.

#### Privacy

47. The Promoter will collect entrants' personal information in order to conduct the Promotion. Entry is conditional on providing this information.
48. The Promoter may disclose entrants' personal information to third parties, for the purposes of conducting the Promotion and as otherwise permitted or required by law. These third parties may include Barnacle Bill franchisees, prize suppliers, third parties who provide products and services to the Promoter, and other third parties as required or permitted by law. Generally these recipients are located in Australia.
49. Entrants agree 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 of time without remuneration for the purpose of promoting this competition (including any outcome), and promoting any products and services of the Promoter or Barnacle Bill franchisees.
50. Without limiting paragraph 49, the Promoter will publish the names and addresses of prize winners who win a prize value at over \$250 in the Advertiser as set out above. The Promoter will publish the names (but not the addresses) of winners on the Barnacle Bill website at [www.barnaclebill.com.au](http://www.barnaclebill.com.au) and Barnacle Bill Facebook page.
51. By entering the promotion you agree that the Promoter may also use your personal information to send you promotional and marketing information about the products and services of the Promoter and Barnacle Bill franchisees, including by post, email and SMS using the details in the entry form. You can opt out at anytime by contacting Barnacle Bill by email at [admin@barnaclebill.com.au](mailto:admin@barnaclebill.com.au) or by using the opt out mechanism in the communication.
52. Without limiting the above, the Promoter also collects, uses, discloses and handles entrants' personal information in accordance with its Privacy Policy available at <https://www.barnaclebill.com.au/privacy-policy/>. The Promoter's privacy policy contains information about how you may access or seek correction of your personal information held by the Promoter. It also contains information about how you may complain about a breach of the Australian Privacy Principles, and how the Promoter will deal with such a complaint.

#### Promoter's details

53. The Promoter is BBSA Pty Ltd ACN 069 252 811 of 190 Glynburn Road, Tranmere, SA 5073. Ph: 08 8332 4729

#### Licence Number

SA T20/926