



S&B WASABI SAMPLE GIVEAWAY

With the S&B Wasabi Sample Giveaway, we invite you to take part in our wasabi sampling by submitting your entry on the Giveaway Page during the 21-day giveaway period. You could be one of 300 winners to receive a S&B Wasabi Sample & Recipe Pack!

Quick recap on how it works:

1. On the 23rd of November 2020 at 10:00am AEDT, the S&B Wasabi Sample Giveaway page will be live. From this time, the Giveaway Period will begin.
2. The Giveaway Period is from 10:00am AEDT on Monday the 23rd of November 2020, until 11:59pm AEDT on Sunday the 13th of December 2020.
3. Winners will be chosen from the first 300 entries.
4. Each winner will win one (1) S&B Wasabi Sample & Recipe Pack.
5. The sample pack will be sent out to winners by 8th of January 2021.

Terms and Conditions

S&B Wasabi Sample Giveaway (from 10:00am AEDT on 23rd of November 2020 to 11:59pm AEDT 13th of December 2020)

1. Information on how to enter and sample pack form part of these terms and conditions of entry. Participation in this giveaway is deemed acceptance of these terms and conditions.
2. Entry and continued participation in this giveaway is dependent on entrants following and acting in accordance with the Facebook Statement of Rights and Responsibilities which can be viewed at <http://www.facebook.com/terms.php>, and with Instagram Statement of Rights and Responsibilities which can be viewed at <https://help.instagram.com/581066165581870>.
3. This giveaway adheres to the terms and conditions set out in the Facebook promotion guidelines which can be found at https://www.facebook.com/page_guidelines.php#promotionsguidelines, and Instagram promotion guidelines, which can be found at <https://help.instagram.com/179379842258600>.
4. This giveaway is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. Entrants understand that they are providing their information to the promoter and not to Facebook or Instagram. Any questions, comments or complaints regarding the contest must be directed to the promoter and not to Facebook or Instagram. The information an entrant provides will only be



used in the ways outlined in these terms and conditions. Facebook or 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 giveaway (including taking/use of a sample), except for any liability which cannot be excluded by the law.

5. All entrants unconditionally and irrevocably release and discharge Facebook and Instagram from any and all liability in relation to this giveaway.

ENTRY INSTRUCTIONS

6. Entry is only open to Australian residents aged 13 years and older. 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 Giveaway Page and used to enter the giveaway will be considered as the legal name and winner's name for the sample pack. An individual can only submit one (1) entry to the S&B Wasabi Sample Giveaway.

8. Giveaway commences at 10:00am AEDT on 23rd of November 2020 (Monday) and ends at 11:59pm AEDT 13th of December 2020 (Sunday) (Giveaway Period).

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

- a) Click on the S&B Wasabi Sample Giveaway link.
- b) Submit one (1) entry by filling in the registration form. Entrants can only submit one (1) entry.

10. The time of entry will in each case be the time the online entry is received by the promoter, 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 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 Giveaway Period, the Promoter will judge all entries submitted in the Giveaway Page during the Giveaway Period against each other based on submission time of the entry.

14. Subject to the Entry Instructions, the three hundred (300) earliest entries, as determined by the promoter, will each receive one (1) S&B Wasabi Sample & Recipe Pack. Only one (1) sample pack will be awarded per entrant.

15. Judges' decision is final and no correspondence will be entered into regarding the result or any decisions the promoter makes in connection with the contest.

16. There will be three hundred (300) winners in total. Each winner will receive one (1) S&B Wasabi Sample & Recipe Pack.

17. Sample packs will be mailed out from 22-28 Compark Circuit, Mulgrave, VIC 3170 by 8th of January 2021.

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

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

20. 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

21. If for any reason this giveaway 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, the promoter reserves the right in its sole discretion to cancel, terminate, defer, suspend or modify the giveaway.

22. 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.

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

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

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

26. 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.

27. 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 sample pack claim that is late, lost, altered, damaged or misdirected due to any reason beyond the reasonable control of the promoter; (d) any variation in sample pack 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 sample pack.



28. In the event of war, terrorism, state of emergency or disaster, pandemics, epidemics or other viral outbreaks, or acts of God, the promoter reserves the right to cancel, terminate, modify or suspend the promotion.

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

30. Entrants agree that they are fully responsible for any materials they submit via the 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.

34. As a condition of entering this giveaway, 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.

35. 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 (including any outcome), and promoting any products and/or services manufactured, distributed and/or supplied by the promoter.

36. The promoter collects personal information ("PI") in order to conduct the 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 <https://www.oriental.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).

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