



## “Soba-licious” Contest

With the “Soba-licious” contest, we invite you to share your knowledge of Japanese Soba Noodles by submitting your answers on the Contest Page during the 28-days contest period. You could be the one taking a \$300 supermarket groceries gift card and Hakubaku products home!

Quick recap on how it works:

1. On the 20<sup>th</sup> March 2023 at 10:00am AEDT, the “Soba-licious” contest page will be live. From this time, the Contest Period will begin.
2. The Contest Period is from 10:00am AEDT on Monday the 20<sup>th</sup> March 2023, until 11:59pm AEST on Sunday the 16<sup>th</sup> April 2023.
3. Winners will be chosen from the correct answer to the three (3) multiple choice questions and the most creative and relevant answer to the question “*In 25 words or less, tell us what would you cook with Hakubaku Soba Noodles, and why?*” in the Contest Page.
4. Winners will be notified via email by Friday 28<sup>th</sup> April 2023.
5. Winners will be announced on Asian Inspirations’ Facebook page on Tuesday 5<sup>th</sup> May 2023.
6. One (1) Grand Prize winner will win a grand prize comprising of one (1) \$300 supermarket groceries gift card, one (1) Hakubaku Organic Soba 270g, one (1) Hakubaku Organic Ramen 270g, one (1) Hakubaku Organic Udon 270g and one (1) Hakubaku Organic Somen 270g worth AUD \$316 in total.
7. Three (3) consolation prize winners will each win a consolation prize comprising of one (1) \$50 supermarket groceries gift card, one (1) Hakubaku Organic Soba 270g, one (1) Hakubaku Organic Ramen 270g, one (1) Hakubaku Organic Udon 270g and one (1) Hakubaku Organic Somen 270g worth AUD \$66 in total.
8. The prizes will be sent out to winners by 12<sup>th</sup> May 2023.

### Terms and Conditions

“Soba-licious” Contest (from 10:00am AEDT on 20<sup>th</sup> March 2023 to 11:59pm AEST 16<sup>th</sup> of April 2023)

1. Information on how to enter and prizes form part of these terms and conditions of entry. Participation in this contest is deemed acceptance of these terms and conditions.
2. Entry and continued participation in this contest is dependent on entrants following and acting in accordance with the Facebook Terms of Service which can be viewed at <http://www.facebook.com/terms.php>, and with Instagram Terms of Use which can be viewed at <https://help.instagram.com/581066165581870>.
3. This contest 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](https://www.facebook.com/page_guidelines.php#promotionsguidelines), and Instagram promotion guidelines, which can be found at <https://help.instagram.com/179379842258600>.



4. This contest 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 contest (including taking/use of a prize), except for any liability which cannot be excluded by the law.

5. By entering and participating, all entrants unconditionally and irrevocably release and discharge Facebook and Instagram from any and all liability in relation to this contest.

### **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 Contest Page and used to enter the contest will be considered as the legal name and winner's name for the prize. An individual can submit more than one (1) entry to the "Soba-licious" contest.

8. Contest commences at 10:00am AEDT on 20<sup>th</sup> March 2023 (Monday) and ends at 11:59pm AEST 16<sup>th</sup> April 2023 (Sunday) (Contest Period).

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

- a) Click on the "Soba-licious" contest link via Asian Inspirations Facebook Page (<https://www.facebook.com/AsianInspirations>), Asian Inspirations Instagram (<https://www.instagram.com/asianinspirations.com.au/>) or Asian Inspirations Website (<https://asianinspirations.com.au/>).
- b) Submit one (1) contest entry by answering the 3 multiple choice questions and by answering the question "In 25 words or less, tell us what would you cook with Hakubaku Soba Noodles, and why?" in the Contest Page. Entrants may submit more than 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, incomplete, incorrectly submitted 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 Contest Period, the Promoter will judge all entries submitted in the Contest Page during the Contest Period against each other based on the correct answer to the multiple-choice questions, and creativity and relevance of the answer to the question *"In 25 words or less, tell us what would you cook with Hakubaku Soba Noodles, and why?"*
14. Subject to the Entry Instructions and Clause 17, the entrant with the correct answer to the multiple choice questions, and the most creative and relevant answer to the question *"In 25 words or less, tell us what would you cook with Hakubaku Soba Noodles, and why?"* as determined by the promoter, will win a grand prize comprising of one (1) \$300 supermarket groceries gift card, one (1) Hakubaku Organic Soba 270g, one (1) Hakubaku Organic Ramen 270g, one (1) Hakubaku Organic Udon 270g and one (1) Hakubaku Organic Somen 270g. The next best three (3) entrants as determined by the promoter will each receive one (1) \$50 supermarket groceries gift card, one (1) Hakubaku Organic Soba 270g, one (1) Hakubaku Organic Ramen 270g, one (1) Hakubaku Organic Udon 270g and one (1) Hakubaku Organic Somen 270g. Only one prize will be awarded per entrant.
15. As a game of skill, entries will be judged solely on accuracy, creative merit and relevance to the question. Chance plays no part in determining the winners. Any entry not including a relevant response to the questions shall be deemed invalid.
16. The announcement of winners will take place at Oriental Merchant Pty Ltd, 22-28 Compark Circuit, VIC 3170 on the Asian Inspirations Facebook page on Friday 5<sup>th</sup> May 2023.
17. The winners will be notified via email immediately after winners have been determined. 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.



18. 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.

19. There will be four (4) prize winners in total. One (1) Grand Prize Winner will receive one (1) \$300 supermarket groceries gift card, one (1) Hakubaku Organic Soba 270g, one (1) Hakubaku Organic Ramen 270g, one (1) Hakubaku Organic Udon 270g and one (1) Hakubaku Organic Somen 270g. The three (3) consolation prize winners will each receive a consolation prize comprising of one (1) \$50 supermarket groceries gift card, one (1) Hakubaku Organic Soba 270g, one (1) Hakubaku Organic Ramen 270g, one (1) Hakubaku Organic Udon 270g and one (1) Hakubaku Organic Somen 270g.

20. Total prizes worth AUD \$514 in value as at 2<sup>nd</sup> of March 2023. Prizes will be sent out from 22-28 Compark Circuit, Mulgrave, VIC 3170 by 12<sup>th</sup> May 2023.

21. 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.

22. 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.

23. 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**

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

25. 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 contest.

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



27. 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.

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

29. 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 contest.

30. 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.

31. 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.

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

33. 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 and/or copyright 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 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.

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 contest (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.