



Product Tester Promotion

Terms and Conditions

Acceptance

This website is owned and operated by Palcove Pty Ltd ABN 46 055 118 404 trading as Cheap as Chips of 12-16 Butler Boulevard, Burbridge Business Park, Adelaide Airport, SA 5950, phone 08 8150 1400 ("Cheap as Chips", "we", "our" or "us").

By registering your details on our Facebook page ("Site"), you are assumed to have read and agreed to be bound by the terms and conditions set out here and the documents referred to throughout ("Terms").

By registering your details on the Site, you are electing to be a Product Tester and the Terms and Conditions for Product Tester Promotion will apply. The Terms may be changed or updated by us from time to time and without prior notice.

Terms of use of the Site

You may use the Site only in accordance with these Terms and, in any event, for lawful and proper purposes which include complying with all applicable laws, regulations and codes of practice within Australia and any other jurisdiction from which you are accessing the Site.

In using the Site, you agree that you:

- are an Australian resident of at least 18 years of age;
- will provide true, accurate, current, complete and non-misleading information;
- will not disclose any unauthorised, false or fraudulent details;
- will not post, transmit or otherwise disseminate any information or images on or via the Site, including images of minors, which is or may be inappropriate, harmful, vulgar, obscene, defamatory, harmful, tortuous, racist or otherwise illegal or offensive;
- will not post images of minors without their parent/guardian's consent;
- will not post, transmit or otherwise disseminate any materials that infringe the proprietary rights of any third party including intellectual property rights and rights of privacy.

If you are provided with a user ID, password or other information as part of our procedures, it is your responsibility to treat such information as confidential and not disclose it to any third party. If you become aware of any unauthorised use of your user ID or password, you must notify us immediately. You are responsible for your method of access to this Site and ensuring that all persons accessing the Site through your internet connection are aware of, and in compliance with the Terms.

Copyright, Trade Mark and other Intellectual Property Rights

Except as otherwise expressly noted, all images, illustrations, designs, graphics, icons, photographs, text, audio clips, video clips and other materials that appear as part of the Site as well as the selection, arrangement and organisation of the foregoing and the Site as a whole (collectively, "Content") are subject to copyright, trade mark, service mark, trade dress and/or other intellectual property rights or licences and rights of privacy, titles and interest in and to which are owned by, licensed or which may otherwise be used by us or our suppliers. All software used on this Site is the property of Cheap as Chips, its suppliers or third parties as applicable and is protected by Australian intellectual property laws.

Submission and uploading material to the Site

Other than personal information which is subject to our Privacy Policy, all reviews, comments, blogs, feedback, suggestions, ideas, original materials, artwork, computer code or product or marketing submissions, submitted or offered to us on or through the Site or otherwise disclosed, submitted or offered by you to us (collectively, "Submissions") shall be and remain the property of Cheap as Chips. Such disclosure, submission shall constitute an assignment to Cheap as Chips of any intellectual property rights in the Submission.

Personal Information

All personal information is collected, used and disclosed in accordance with our Privacy Policy.

Disclaimer of Liability

This Site, Content, any material displayed on this Site, any information available on or through this Site and the software is provided "as is" and "as available" and without any guarantees, conditions or warranties of any kind, either express or implied, as to its accuracy to the fullest extent permitted pursuant to applicable laws.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE SHALL NOT BE LIABLE FOR ANY SPECIAL INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, RELATING TO THE SITE, CONTENT, TERMS AND CONDITIONS INCLUDING YOUR PARTICIPATION OR INABILITY TO PARTICIPATE IN ANY OFFER ON THE SITE.

You acknowledge and agree that Cheap as Chips neither endorses the contents of advertisements or third parties' websites, nor assumes responsibility or liability for the accuracy of material contained therein, or any infringement of third party intellectual property rights arising there from, or any fraud or other crime facilitated thereby.

You understand and agree that you are personally responsible for your behaviour on the Site. You agree to indemnify, defend and hold harmless Cheap as Chips, its affiliates, licensors, employees, and agents from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, indirect, incidental, consequential, and/or exemplary damages), and reasonable attorney's fees, resulting from or arising out of your use, misuse, or inability to use the Site or the Content, or any violation by you of these Terms and Conditions.

You understand and agree that Cheap as Chips are not the manufacturer of products supplied. Should products be delivered in a faulty condition, Cheap as Chips must be notified by the product tester as soon as possible and we will arrange for the product to be returned and a replacement sent out. As such, we cannot be held accountable for product defects that may result in personal

injury, loss or damage to the product tester's consumer goods, land, buildings or fixtures. Products are ordered and supplied from manufacturers to Cheap as Chips.

Law and Jurisdiction

These Terms are to be construed in accordance with the laws of South Australia, Victoria or New South Wales and, in the event of any dispute or claim associated with these Terms, that dispute or claim shall be subject to the exclusive jurisdiction of the courts in that State.

TERMS AND CONDITIONS FOR PRODUCT TESTER PROMOTION

Entry

1. By registering your interest in and/or participating in a Product Test in respect to a Product advertised by Cheap as Chips, you agree to accept and be bound by all terms of these Official Rules and by all decisions of the promoter, Palcove Pty Ltd ABN 46 055 118 404 trading as Cheap as Chips of 12-16 Butler Boulevard, Burbridge Business Park, Adelaide Airport, SA 5950, phone 08 8150 1400 ("Promoter", "Submission", "we", "us", "our").
2. The Promoter reserves the right to verify the validity of entries and to disqualify any entrant who the Promoter believes either has tampered with the entry process or has submitted an entry that is not in accordance with these Official Rules.
4. The promotion commences and ends on the times and dates set out by Cheap as Chips on their Facebook Page ("Promotion Period").
5. Only one entry per person per Product is permitted. Attempts to create multiple accounts for the same product will result in the account for the multiple registrations being revoked.
6. Entries including false details will be disregarded as will any that are automated or mechanically made. The Promoter reserves the right to reject any entry on reasonable grounds.
8. All valid entries received by the end of the Promotion Period will be reviewed by a judging panel. This is a skill based promotion and chance plays no part in determining the winners. Each entry will be individually judged based on their own merits. Product Testers will be selected based on their spelling & grammar skills and the construction of their response to Cheap as Chips post. This will determine users with the required skills to test & write a comprehensive review of a product.
9. The best entry or entries per product will be offered the opportunity to be a Product Tester. The requirements of each product testing campaign will be communicated with the entrant that has been selected as a Product Tester and will vary depending on the Product, however, the Product Tester will be required to at a minimum:
 - a. Collect the item from store by the allocated time
 - b. Test the Product for the required period of time (test periods vary dependent on the type of product)
 - c. Submit to the Promoter via email social@cheapaschips.com.au the written review (see template attached), photos of the entrant with the Product and a video review of the Product by the date set out in the Product Advertisement.

If the selected Product Tester does not comply to the requirements set out in point 9 within 4 days, and do not contact the Promoter to request an extension of time or provide a reason for delay, they will be invoiced for the value of the Product. The product value will be determined by the cost of the product upon purchase.

10. All products will be collected from one of Cheap as Chips stores free of charge, no product or cash alternative will be offered. Once the Product Tester has complied with their obligations in clause 9, they will have the opportunity to keep the product at no cost. We accept no responsibility or liability for loss, damage or personal injury resulting from the use of products. If during the test period a product is found to be faulty, we will request the Product Tester return the product to a specified address so we can request a replacement from the retailer. We do not offer any personal warranty on the products or goods as this remain with the retailer under the Australian Sale of Goods Act 1954, if a product is found to be faulty during the retailers warranty period the product tester will be advised to contact us so we can organise a replacement under the retailer warranty.

11. All entries become the property of the Promoter. The Promoter's decision is final and no correspondence will be entered into. No responsibility is accepted for entries not received by the Promoter. Entries will be deemed void if stolen, forged, mutilated or tampered with in any way.

12. Entrants warrant that their entry in the promotion, including any submissions made to the Promoter does not breach the intellectual property rights of any third party. The entrant indemnifies and will keep the Promoter and its associated suppliers, agencies and affiliates indemnified against any loss, costs (including legal costs), expenses or liability by the Promoter and its associated suppliers, agencies and affiliates may suffer arising out of a breach by the entrant of this clause.

13. All entries are deemed to be received at the time of receipt into the promotion database and not at the time of transmission by the entrant. Any form of automated entry using other devices or software is invalid.

14. The stated value of the Product in the Product Advertisement is the recommended retail value (including GST) in Australia as provided by the supplier and is correct at the time of printing. The Promoter accepts no responsibility for any variation in the value of the Product. The Promoter and its associated suppliers, agencies and affiliates accept no responsibility for any Products damaged or lost in transit.

15. Entrants selected as Product Testers will be notified via private message to obtain their phone number and closest store location. Those selected must confirm their acceptance including confirmation of their address and personal details within 4 days of notification. Any entrant that does not confirm their acceptance and confirm the relevant details within 4 days will forfeit their opportunity to be a Product Tester.

16. Product Testers' names in respect of any Product will not be published on the Site.

17. Depending on the Product, the Product Tester may be required to sign a form to release the Promoter from and indemnify the Promoter against, and all liability arising from use or participation in the Product.

18. The Product is subject to the conditions of entry of the third party supplier of the Product and the Promoter and its related bodies corporate are not responsible or liable for any direct or indirect loss suffered by any entrant as a direct or indirect result of the conduct of any third party supplier.

19. Any costs associated with entering the promotion and accessing the Site are the responsibility of the entrant.
20. If you do not comply with the Official Rules you may be disqualified from all product testing opportunities without further notice. False or deceptive entries or acts will render the entrant ineligible.
21. Entrants agree to participate in any promotional activity surrounding this promotion. The Promoter will require photographs of Product Testers and will require to-use those photographs, the names and images of such Product Testers to publicise on the Site, in e-mails and through any other media for promotion. Individuals should not enter to become a Product Tester if they do not agree to this. Entrants agree that participation in the promotion will be free of charge. Entrants consent to the Promoter and its associated suppliers, agencies and affiliates using their name and image in any media in perpetuity, without limitation and without compensation to the entrant.
22. Entrants agree that by entering the promotion, their personal details may be stored and otherwise processed by the Promoter for the purposes of administering the promotion and for marketing and other purposes. The Promoter may also pass entrants' details to selected third parties to use for the same purposes. Any personal information will be used in accordance with the Privacy Policy.
23. To the fullest extent permitted by law and without limiting any other conditions of entry, the Promoter may, in its discretion, suspend, modify or terminate the Promotion at any time.
24. These terms and conditions do not, nor do they purport to, limit, exclude or modify any non-excludable statutory guarantees as provided under the Competition and Consumer Act 2010 (Cth) or any other warranties (whether express or implied) under any state or federal legislation which cannot be excluded.
25. To the fullest extent permitted by law, the Promoter, its affiliates and third party suppliers and agencies hereby expressly exclude: all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity; any liability for any direct, indirect or consequential loss or damage incurred by any entrant in connection with any entry into the promotion or the use of a Product. As a condition of your entry into any prize draw, you agree to indemnify us and our affiliates, officers, employees and agents from and against any and all liabilities, other expenses (including costs and legal fees) and damages arising out of claims resulting directly or indirectly from such entry.
26. The Promoter is not affiliated with the manufacturer or provider of the Product nor with any of the third parties appearing in the marketing promotional copy unless otherwise indicated.
27. The Promoter undertakes to use reasonable efforts to maintain adequate email, internet and other communication links but is not otherwise responsible for and shall not be liable for: late, lost, delayed, damaged, misdirected, incomplete, illegible, or unintelligible entries; telephone, electronic, hardware, or software program, network, Internet, or computer malfunctions, failures, delays or difficulties; errors in transmission; or prize deliveries attempted but not received. If you are disqualified, the Promoter is under no obligation to publish this fact on this site or anywhere else.
28. Any product guarantees or warranties supplied by manufacturers, where applicable, will be supplied to the product tester.