

Terms and Conditions

Harvey Beef WA Grill Master Competition

1 Definitions

- (a) Unless the context requires otherwise, in these terms and conditions:
- (b) **Participating Store** means an IGA Supermarket located in Western Australia;
- (c) **Prize** means each of the prizes referred to in clause 5.1 (as substituted from time to time);
- (d) **Prize Winner** means an entrant that is selected in accordance with clause 4.1;
- (e) **Promotion** means the "Harvey Beef WA Grill Master Competition" promotion.
- (f) **Promotion Period** means the period commencing at 12:01am (WST) on Wednesday, 24 September 2025 and ending at 11:59pm (WST) on Tuesday, 21 October 2025
- (g) **Harvey Beef, us, we, and our** refers to Harvey Industries Group Pty Ltd (trading as Harvey Beef) (ABN 64 117 597 985) of Level 7, 190 St Georges Terrace, Perth 6000, WA;
- (h) **you and your** refers to the person entering the Promotion and accepting these terms and conditions.

2 Eligibility

To be eligible to enter the Promotion, you must:

- (a) be 18 years of age or older; and
- (b) be a resident of Western Australia

Employees (and their immediate families) of Harvey Industries Group Pty Ltd (trading as Harvey Beef), Harvest Road Group Pty Ltd, Harvest Road Oceans Pty Ltd, Harvest Road Agribusiness Pty Ltd, IGA Supermarkets, and any agencies associated with this Promotion are ineligible to enter.

3 Entry to the Promotion

To enter the Promotion, you must scan the Harvey Beef QR code displayed at a Participating Store or visit the following website address: <https://www.harveybeef.com.au/goldentongs>, and complete and submit the Promotion entry form during the Promotion Period. No other methods of entry will be accepted. You may only submit one Promotion entry form.

4 Draws

4.1 Prize Winners

- (a) At 2:00 pm (WST) on Thursday, 23 October 2025 at Level 7, 190 St Georges Terrace Perth, WA 6000 we will select ten (10) x eligible entries at random as the Prize Winners.

4.2 Award of Prizes

A Prize will be awarded to a Prize Winner only once they have claimed their Prize in accordance with clause 6 of these terms and conditions.

5 Prize

5.1 Prizes

- (a) Each Prize Winner will receive: one (1) Harvey Beef meat pack, Harvey Beef branded merchandise, and an opportunity to participate in the Harvey Beef WA Grill Master competition.

5.2 Prize Value

- (a) The maximum total retail value of each Prize is \$242.90.

5.3 Prize Conditions

Each Prize is subject to the following conditions:

- (a) **No sale, transfer or exchange of Prize:** each Prize is non-transferable and cannot be exchanged or redeemed for cash, resold (at a premium or otherwise) or advertised or offered for resale through any medium. If for any reason, a Prize Winner cannot take any component of their Prize, then the Prize will be forfeited.
- (b) **Prize Terms:** the components of each Prize are subject to availability. If any component of a Prize is unavailable for any reason due to circumstances beyond our reasonable control, we reserve the right to substitute that component of the Prize with another prize of equal or greater value, subject to any applicable laws or written directions made under applicable legislation.
- (c) **Additional Terms:** it is a condition of accepting a Prize that the Prize Winner must comply with any conditions of use applicable to that Prize. We are not responsible or liable for any loss, damage or injury suffered by any Prize Winner as a result of the Prize Winner accepting and/or using a Prize, except for any loss, damage or injury which is due to our negligence or wilful misconduct or which cannot be excluded by law.

6 Claim of Prize

We will contact each Prize Winner via email and phone within two (2) business days of the draw completed in accordance with clause 4.1 to notify them that they are a Prize Winner. Each Prize Winner must provide photo identification (and any other information we reasonably request) via email to our nominated representative to verify that they meet the eligibility criteria set out in clause 2 and that they are the relevant Prize Winner.

Each Prize Winner must collect their Prize from a Participating Store within seven (7) days of being notified they are a Prize Winner.

7 Redraw

We reserve the right to redraw Prizes, in accordance with the terms and conditions of the original draw, if a Prize Winner is unable to satisfy these terms and conditions or forfeits their right to their Prize. A redraw is to occur up to a maximum of

ten times (or any other number of times as determined in our sole discretion). If a Prize Winner has not claimed their Prize in accordance with these terms and conditions after ten redraws (or the number of redraws we determine) the Prize will be forfeited.

8 Winner publicity

You irrevocably agree that we may use your entry for any matter incidental to the Promotion (or any other promotion we run) without compensating you for such use, including by:

- (a) reproducing and communicating your entry to the public in whole or in part; and
- (b) publicising, broadcasting and communicating your name, character and likeness to the public.

9 General conditions

- (a) **Use of automated software:** the use of any automated entry software or any other mechanical or electronic means which allows you to automatically enter the Promotion repeatedly is prohibited and will render all entries submitted by you invalid.
- (b) **Lost or delayed communications:** we will not be responsible for any delayed, lost or misdirected email or any other communication.
- (c) **Disclaimer:** our responsibility to provide a Prize is limited to the Prizes described in these terms and conditions. We do not accept any further liability or commitment beyond what is stated in these terms and conditions and will not be liable for any failure of our agents or contactors to supply Prizes as stated. All times are best estimates only and we do not guarantee that events will take place exactly at the times stated in these terms and conditions.
- (d) **Release:** to the extent permitted by law:
 - (1) you and any other person partaking in any component of a Prize, release and indemnify us in respect of any claim, loss, damage, injury, expense, cost or charge sustained or in any way incurred in connection with the Prize or Promotion or your or their participation in the Prize or Promotion; and
 - (2) Us, our related entities, their officers, employees, contractors and agents will not be liable for any loss, damage personal injury or other liability (including direct, indirect, consequential and economic losses) suffered or sustained in connection with this Promotion, the promotion of this Promotion, or the use of any Prize.
- (e) **Force Majeure:** we will not be responsible for any forces of nature, pandemics, acts of

God, war (declared or undeclared), riot, explosion, acts of terrorism, labour or industrial dispute including strike, action or inaction of Government (including in relation to COVID-19), forced or cessation of or interruption to trade and any other acts which are not reasonably within our control and may affect the Promotion or a Prize. If one or more of these acts occur, we reserve the right to cancel the Promotion, defer the Promotion, or change these terms and conditions.

- (f) **Disputes:** in the event of a dispute, our decision is final and binding and no correspondence will be entered into.
- (g) **Privacy Notice:** we may collect your personal information (including, for example, your name, handle and contact details) for the purposes of:
 - (1) conducting the Promotion, including publicising the results of the Promotion;
 - (2) running future promotions;
 - (3) our general marketing and publicity activities; and
 - (4) any other purposes related or ancillary to the above purposes.

We may disclose the personal information we collect to our related entities, the employees, contractors and agents of our related entities, and our employees, contractors, agents, partners and co-promoters in connection with the above purposes. By entering this Promotion, unless you otherwise advise us, you consent to the retention and use of your personal information in this manner. Additional information about how we collect, use and disclose personal information, and the privacy complaints process, is available in our privacy policy available at <https://www.harveybeef.com.au/privacy-policy/>.

- (h) **Amending these terms and conditions:** subject to any applicable laws or written directions made under applicable legislation, we reserve the right to amend these terms and conditions to address any misinterpretation, misinformation or misunderstanding that may arise in the application of these terms and conditions.
- (i) **Acceptance of Terms and Conditions:** your participation in the Promotion constitutes an acceptance of these terms and conditions. If you do not accept all of these terms and conditions, you must not participate in the Promotion.
- (j) **Disqualification:** we may disqualify you from participating in the Promotion for any

reason in our sole discretion. You agree that any decision to disqualify you is final.

- (k) **Cancellation of the Promotion:** subject to any applicable laws or written directions, we reserve the right to cancel the Promotion at any time for any reason whatsoever.