

Terms & Conditions

Gradi – Frozen Pizza & Fresh Pizza Promotion

Schedule	
Promotion:	Gradi – Limited time Offer (LTO) Frozen & Fresh Pizza Promotion
Promoter:	Gradi Fine Foods Pty Ltd (ABN 13 633 610 563)
Promotional Period:	Start date: 12/05/25 at 12:01 am AEDT End date: 22/06/25 at 11:59 pm AEDT
Eligible entrants:	Entry is only open to Australian residents who are 18 years and over.
How to Enter:	<p>To be eligible to enter the Promotion, the entrant must purchase either a) a 400 Gradi Spicy Diavola or Margherita Frozen Pizza Range (Promotional Product) or b) a 400 Gradi Margherita, Diavola or Rustica Fresh Pizza Range (Promotional Product) from any Coles in Australia that stocks Promotional Products during the Promotional Period (Qualifying Transaction)</p> <p>Or If a purchase receipt is not automatically handed to the entrant, it is their responsibility to request such material from a member of staff.</p> <p>To enter the promotion, entrants must then undertake the following steps during the Promotional Period:</p> <ul style="list-style-type: none">- Purchase an LTO Frozen range pizza – Margherita or Spicy Honey Diavola or a fresh range pizza - Margherita, Diavola or Rustica- Follow both @400gradi_au and @everdureau and post a story of their pizza tagging both @400gradi_au and @everdureau before the end date of 22/6/2025. <p>Proof of Purchase: All entrants must retain their purchase receipt for their Qualifying Transaction.</p>

Entries permitted:	<p>Entrants may enter multiple times provided each entry is submitted separately in accordance with the entry instructions above, subject to the following:</p> <ol style="list-style-type: none"> only one (1) entry is permitted per transaction (regardless of the number of Promotional Products purchased in that Qualifying Transaction in excess of one (1)). For example, three (3) Promotional Products purchased in one (1) Qualifying Transaction will be eligible to receive one (1) entry; a maximum of one (1) entry permitted per person per day (based on entrant's Instagram account) each entry must be submitted separately and in accordance with entry requirements; and
Total Prizes	<p>There are up to 1 individual prizes to be won.</p> <p>Prize includes the option to choose (1) Everdue KILN R Series Oven RRP \$999</p> <p>Available colour options (subject to stock availability):</p> <ul style="list-style-type: none"> • KILN R Series Oven – Graphite (Code: EKILN2) • KILN R Series Oven – Terracotta (Code: EKILN2T) • KILN R Series Oven – Stone (Code: EKILN2S) <p>Please allow up to 2 weeks for shipping and delivery.</p> <p>Plus flights and accommodation for you and a friend to Melbourne, Victoria value up to \$1500. Please note if you reside in Melbourne, Victoria you are responsible for your own transport to the Masterclass.</p> <p>Plus 2 tickets to a Masterclass with world pizza champion Johnny Di Francesco at 400 Gradi Brunswick value of \$500.</p>
Total Prize Pool:	Total prize pool value is up to \$3,000
Winner notification:	The winner will be notified immediately via DM (direct message) to their Instagram handle.

Unclaimed Prizes:

A second chance draw for any prize if unclaimed and any Winners, if any, will be notified by Instagram DM within seven (7) days of the draw and their details will be published (first initial, surname and postcode) online at <http://400gradi.com.au> on the 1/08/2025.

1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Valid and eligible entries will be accepted during the Promotional Period.
4. Employees (and their immediate family members) of the participating retailer (Coles), agencies/companies directly associated with the conduct of this Promotion, the Promoter, businesses involved in determination of winner/s for the Promotion, businesses involved in the management of the Promotion, any organisation benefiting from the Promotion, the Promoter's distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" 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.
5. Entrants must keep their proof of purchase, as specified above for each entry as proof of purchase ("Proof of Purchase"). If an entrant fails to produce the Proof of Purchase for a specific entry or each entry, as and when requested by the Promoter, the Promoter has the right to invalidate the entrant's respective entry/entries for which Proof of Purchase cannot be provided and/or all entries submitted by that entrant and/or forfeit the entrant's right to a prize. Purchase receipt(s) must clearly specify: (a) the store of purchase as an eligible store; (b) the required product/s or service/s to be purchased for entry; and (c) that the purchase was made during the Promotional Period and prior to entry.

6. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
7. The winner and their friend must be able to fly domestically from their location to Melbourne, Victoria.
8. The winner is responsible for their own transfers to and from the airport, food and any other costs associated with travelling to Melbourne, Victoria to claim the prize.
9. The flights, accommodation, and Masterclass can be claimed between October 2025-October 2026 subject to Masterclass availability and availability of Johnny Di Francesco.
10. No entry fee is charged by the Promoter to enter the Promotion.
11. Each prize will be awarded to the person named in the entry and any entry that is made on behalf of an entrant or by a third party will be invalid. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
12. The Promoter's decision is final and no correspondence will be entered into.
13. If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize of equal value and/or specification, subject to any written directions from a regulatory authority.
14. Quality control errors will not invalidate an otherwise valid prize claim. Unless otherwise due to fraud or ineligibility under these Terms and Conditions, all prize claims in excess of the advertised prize pool will be honoured.
15. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at <https://400gradi.co>. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to

assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. Personal information collected from entrants will not be disclosed to any entity located outside of Australia.

16. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and State/Territory or postcode of residence.
17. It is a condition of accepting the prize that a winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize.
18. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
19. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth) ("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 promotion.
20. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.

21. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
22. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
23. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
24. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion or claiming a prize, the Promoter will resolve the dispute in direct consultation with the entrant. If the dispute cannot be resolved the Promoter's decision will be final.
25. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) arising in any way in connection with: (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 (whether or not after their receipt by the Promoter) 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; (f) this Promotion; or (g) accepting or using any prize (or recommendation). For any liability which cannot be excluded by law, that liability is limited to the minimum allowable by law.

26. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material for an unlimited period without further reference or compensation to them.
27. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
28. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.