"ARNOTT'S CRISPBREADS WIN \$1K WOOLWORTHS" PROMOTION

TERMS AND CONDITIONS

- 1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
- 2. Entry is only open to Australian residents aged 18 years or over.
- 3. Employees (and their immediate families) of the Promoter, Participating Stores (defined below) and agencies associated with this promotion are ineligible to participate. 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.
- 4. The promotion commences at 9:00am AEDT on 04/10/2023 and ends at 11:59pm AEDT on 07/11/2023 ("**Promotional Period**").
- To be eligible to enter, individuals must purchase (either in store or online) any Salada, Cruskit or Vita-Weat product (each an "Eligible Product") from a Participating Store during the Promotional Period ("Qualifying Purchase"). A participating store is any Woolworths store nationally that stocks an Eligible Product (each a "Participating Store"). In case a purchase receipt is not automatically provided to an entrant at the time of making their Qualifying Purchase, it is the entrant's responsibility to request such material.
- 6. To enter, after making their Qualifying Purchase, individuals must then undertake the following steps during the Promotional Period:
 - Visit www.arnotts.com/promos;
 - Follow the prompts to the entry page;
 - Input the requested details including their full name, mobile phone number, a valid email address and residential address;
 - Upload a copy of their original purchase receipt clearly showing that the purchase is a Qualifying Purchase, including where the Qualifying Purchase was made, the Eligible Product purchased, and the date of purchase (which must be during the Promotional Period but before submitting an entry); then
 - Submit the fully completed online entry form.
- 7. Multiple entries are permitted, subject to the following: (a) only one (1) entry is permitted per Qualifying Purchase regardless of the number of Eligible Products purchased in that transaction in excess of one (1); and (b) each entry must be submitted separately and in accordance with entry requirements.
- 8. Entrants must retain a copy of their purchase receipt as proof of purchase. Failure to produce the proof of purchase when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of the entrant's entries and forfeiture of any right to a prize. Purchase receipt must clearly specify the Participating Store of purchase and that the purchase was made during the Promotional Period but prior to entry.
- 9. There will be one (1) draw conducted from the entries received each day of the Promotional Period, for a total of 35 draws ("**Daily Draws**"). Subject to the starting and closing time of the Promotional Period, entries into each Daily Draw will open at 12am and close at 11.59pm each day based on NSW local time. All Daily Draws will take

place at Anisimoff Legal, 3 Amy Close Wyong NSW 2259 at 11:00am AEDT on 10/11/2023. **Entries in each Daily Draw will NOT be entered into any subsequent Daily Draw(s).** The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. Winners will be notified in writing within seven (7) days and their names will be published at www.arnotts.com/promos on 15/11/2023.

- 10. The first valid entry drawn in each Daily Draw will each win a \$1,000 awarded in the form of a Digital Pre-Paid Mastercard®. The total prize pool value is A\$35,000.
- 11. The Promoter's decision is final and no correspondence will be entered into.
- 12. The Digital Prepaid Mastercard is issued by EML Payment Solutions Limited ABN 30 131 436 532 AFSL 404131 pursuant to license by Mastercard. T&Cs apply. Mastercard and the circles design are registered trademarks of Mastercard International Incorporated. Redemption of the Digital Prepaid Mastercard is subject to the applicable terms and conditions, which can be found at https://thecardnetwork.com.au/pages/terms-conditions. Any ancillary costs associated with redeeming a Digital Pre-Paid Mastercard are not included. Any unused balance of a Digital Pre-Paid Mastercard will not be awarded as cash. Redemption of a Digital Pre-Paid Mastercard is subject to any terms and conditions of the issuer including those specified on the Digital Pre-Paid Mastercard.
- 13. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. 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. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- 14. Incomplete or indecipherable entries will be deemed invalid.
- 15. 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.
- 16. The Promoter's decision is final and no correspondence will be entered into.
- 17. Subject to the unclaimed prize draw clause, if for any reason a winner does not take/redeem a prize by the time stipulated by the Promoter, then the prize will be forfeited.
- 18. If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
- 19. A draw for any unclaimed prizes will take place at 11:00am AEDT on 07/12/2023 at the same time and place as the original Daily Draws, subject to any directions from a regulatory authority. Winners, if any, will be notified by email within seven (7) days of the draw and their name/s will be published online at www.arnotts.com/promos on 14/12/2023.

- 20. 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 promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
- 21. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, pandemic, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
- 22. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used. 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. 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, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States 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 promotion.
- 24. 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 (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; or (f) use of a prize.
- 25. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. 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 www.arnotts.com/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 or telephoning the entrant, provided the entrant has given express consent. The Privacy Policy also contains information about how entrants may opt out, 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. Entrants PI may be held and processed overseas by the Promoter's related companies and service providers. The Promoter has service providers and/or related companies that are based in various countries, including; Australia, New Zealand, Japan, Hong Kong, Malaysia, Indonesia, Singapore, Taiwan, India, the United Kingdom and United States. When the Promoter transfers PI to others or outside Australia or New Zealand, they will comply with applicable privacy laws and will take steps to ensure it is treated in the same way that the Promoter would treat it.

26. The Promoter is Arnott's Biscuits Ltd, (ABN 44 008 435 729), 24 George Street, North Strathfield NSW 2137 ("**Promoter**").

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