ARNOTT'S "VITA-WEAT JULY NATIONAL" CONSUMER PROMOTION TERMS AND CONDITIONS

- 1. Information on how to enter and the prize(s) 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 and agencies associated with this promotion 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.
- 4. Entries into the promotion open 12:00AM AEST on 1 July 2024 and close at 11:59PM AEST on 27 August 2024 ("**Promotional Period**").
- 5. To be eligible to enter, individuals must purchase any Vita-Weat, Salada or Cruskit product (each an "Eligible Product"), in a single transaction, from any retailer or supermarket in Australia that stocks the Eligible Products during the Promotional Period ("Qualifying Purchase").
- 6. To enter, individuals must then visit www.Arnotts.com/promos, follow the prompts to the promotion entry page, input the requested details (including first name, last name, email address, post code and mobile phone number), upload a copy of their purchase receipt and submit the fully completed entry form during the Promotional Period.
- 7. Multiple entries are permitted, subject to the following: (a) only one entry permitted per Qualifying Purchase; and (b) each entry must be submitted separately and in accordance with entry requirements.
- 8. Only one (1) prize is permitted per person (excluding SA residents).
- 9. Entrants must retain their original 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 store of purchase and that the purchase was made during the promotional period but prior to entry.
- 10. 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.
- 11. Incomplete, indecipherable, or illegible entries will be deemed invalid.
- 12. 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.

- 13. The draw will take place at Anisimoff Legal, 3 Amy Close, Wyong NSW 2259 on 30 August 2024 at 12:00PM AEST. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winner will be notified by telephone and in writing within seven (7) business days of the draw and their name will be published at www.Arnotts.com/promos on 6 September 2024.
- 14. The Promoter's decision is final and no correspondence will be entered into.
- 15. The first valid entry drawn will win a trip for two (2) adults to Paris France, valued at up to \$19,200. Prize includes:
 - Return economy airfares from the winner's nearest Australian capital city to Paris, France;
 - All airline and airport taxes;
 - Return private transfers from the airport to accommodation;
 - 5 nights' accommodation in a 5-star twin room with breakfast included; and
 - AU\$1,000 spending money (for the winner only).
- 16. All travel is subject to availability at all times and may be dependent on select seat class with airlines or specific room category availability with an accommodation partner. Prize to be redeemed and travelled by 31/08/2025. Block out periods include all Australian School & Public Holidays along with all other special event periods.
- 17. 2024 Block out dates include but are not limited to: 1st January 5th February, 29th March 1st April, 15th April 26th April, 10th June, 8th 19th July, 30th September 11th October, 23rd December 31st December.
- 18. 2025 Block out dates include but are not limited to: 1st January 5th February, 14th April 25th April, 9th June, 7th 18th July, 29th September 10th October, 22nd December –31st December.
- 19. All bookings must be made a minimum of 90 days in advance of requested departure dates. All bookings and documentation regarding the prize must be made via Free-2-Travel Holidays Pty Ltd or their agents. Redeeming the prize is conditional on acceptance of the terms and conditions of travel as detailed by Free-2-Travel Holidays Pty Ltd and the airline carriers in accordance with normal travel practices. No portion of the prize is redeemable for cash. The prize is non-refundable or transferable. Winner and companion must be in possession of a valid passport with a minimum of 6 months validity on it prior to departure. Winner is responsible for any amendment fees issued by airlines or suppliers once booking is confirmed and ticketed. Winner is responsible for any additional taxes and/or resort fees associated with the chosen accommodation. unless otherwise stated. Visas, valid passports, additional spending money, meals (other than those included) and any other ancillary costs, including but not limited to insurance and any applicable insurance excesses, that are not listed in the travel prize package descriptions above are the responsibility of the travel prize winner and his/her nominated traveling companions as incurred. It is the winner's responsibility to organise transport to/from the airport departure/return point from to the winner's place of residence. Prize winner and travel companions must have valid travel insurance for their period of travel.
- 20. Winner and their companion must depart from and return to the same departure point and travel together. Frequent flyer points will not form part of the prize. Prize is subject

- to the standard terms and conditions of individual prize and service providers. Winner may be required to present their credit card at the time of accommodation check in.
- 21. Subject to the unclaimed prize draw clause, if for any reason the winner does not take the prize (or an element of the prize) at/by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
- 22. If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
- 23. Total prize pool value is up to \$19,200.
- 24. Prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
- 25. A draw for the prize, if unclaimed, may take place on 30 September 2024 at the same time and place as the original draw, subject to any directions from a regulatory authority. The winner, if any, will be notified by telephone and in writing within seven (7) business days of the draw and their name will be published www.Arnotts.com/promos on 1 October 2024.
- 26. 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.
- 27. 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, 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.
- 28. 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.
- 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, 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.
- 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 (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) taking of a/the prize.

- 31. 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 https://www.arnotts.com/articles/new/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, where the entrant has expressly given 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, 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.
- 32. The Promoter is Arnott's Biscuits Limited (ABN 44 008 435 729) of 24 George Street, North Strathfield, NSW 2137. Telephone 1800 24 24 92 (Free Call).

NSW Authority TP/ 01454. ACT Permit No. TP24/ 00470. SA Permit No. T24/ 379.