

**“TIM AND TAM DAY” PROMOTION**  
**FULL 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.

**Eligibility Criteria**

2. Entry is only open to New Zealand residents aged 16 years or over whose first names begin with the consecutive letters “T-I-M” or “T-A-M”. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion.
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 1<sup>st</sup> cousin.

**Entry Instructions**

4. Promotion commences 0:01am NZST on 07/07/21 and ends 23:59pm NZST on 07/07/21 (“Promotional Period”), or when the number of available prizes (quantity 1,000 as defined below) have been allocated, whichever comes first.
5. To enter, individuals must, during the Promotional Period:
  - Visit [www.arnotts.com/articles/promotions/world-chocolate-day-nz](http://www.arnotts.com/articles/promotions/world-chocolate-day-nz)
  - Complete the required information forms
6. 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.
7. Incomplete or indecipherable entries will be deemed invalid.
8. Entries where the eligibility criteria laid out in #2 cannot be verified will be deemed invalid.
9. Only one entry per person is permitted. Multiple participants are not permitted to share the same email address.
10. 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.

**Winner Determination & Prizes**

11. All judging of entries will be at Arnott’s New Zealand Limited, 61 Davis Crescent, Newmarket, Auckland 1023. All valid entries will be reviewed by a judging panel appointed by the Promoter. The judging panel will determine the winners based on eligibility and order of entry. The decision of the judging panel will be made in its sole and absolute discretion.

12. Once a submission has been validated, winners will receive their prize through postal delivery or similar service to the address specified in the entry process. The prize will be fulfilled within 6-8 weeks of submission.
13. Once the allocated number of eligible entries have been received, the promotion will end.
14. The first 1,000 eligible entries will be deemed winners and each will receive three (3) packs of Tim Tam chocolate biscuits (valued at NZD \$11.40).
15. The Promoter's decision is final and no correspondence will be entered into.

#### General Conditions

16. If the winner of a prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian.
17. If for any reason a winner provided information that led to misdelivery of the prize (including but not limited to an invalid postal address), then the prize will be forfeited.
18. If any prize (or part of any 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.
19. Total prize pool value is up to NZD \$11,400. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
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, 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) to modify, suspend, terminate or cancel the promotion, as appropriate.
22. Any cost associated with accessing the promotional website and the Game is the entrant's responsibility and is dependent on the Internet service provider used.
23. 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.
24. 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 (Cth), as well as any other implied warranties under the ASIC Act (Cth) or similar consumer protection laws in the States and Territories of Australia or any statutory consumer guarantees as provided under consumer protection laws in New Zealand ("**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.
25. 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.

26. As a condition of accepting a prize, the winner must sign any legal documentation as and, in the form, required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form. In the event a winner or winner's companion is under the age of 18, a nominated parent/legal guardian of such person will be required to sign the legal documentation required under this clause on their behalf.
27. The Promoter collects personal information ("PI") in order to administer this promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry is conditional on providing this PI. The Promoter will use and handle PI as set out in its Privacy Policy, which can be viewed at [www.arnotts.com](http://www.arnotts.com). The Arnott's Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI. All entries become the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose personal information to entities outside of New Zealand (for a list of the countries, see the Promoter's Privacy Policy).
28. The laws of Australia apply to this promotion to the exclusion of any other law. Entrants submit to the exclusive jurisdiction of the courts of Australia.
29. The Promoter is Arnott's New Zealand Limited (Company No. 208653) of Level 1, 61-73 Davis Crescent, Newmarket, Auckland, 1023, New Zealand (in New Zealand) and Arnott's Biscuits Ltd (ABN 44 008 435 729) of 24 George Street, North Strathfield NSW 2137 (in Australia).

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