

## “TIM TAM DIAMOND 60TH” PROMOTION

### TERMS AND CONDITIONS

#### **PARTICIPATION**

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. The Promoter is Arnott’s Biscuits Ltd (ABN 44 008 435 729) of 24 George Street, North Strathfield NSW 2137, telephone 1800 24 24 92 (“**Promoter**”).
3. Entry is only open to Australian residents aged 18 years or over.
4. 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.

#### **HOW TO ENTER**

5. Entries into the promotion open at 12.00am AEST on 1 July 2024 and close at 11:59pm AEST on 1 September 2024 (“**Promotional Period**”).
6. To be eligible to enter, individuals must, during the Promotional Period, purchase (in-store or online) any packet of Tim Tam biscuits (“**Eligible Product**”) from any participating retail outlet that sells the Eligible Product (“**Qualifying Transaction**”).
7. To enter, individuals must then, undertake the following steps during the Promotional Period:
  - visit [www.timtam60thbirthday.com](http://www.timtam60thbirthday.com) and follow the prompts to the entry page;
  - input the requested details (including full name, email address, mobile phone number for the Qualifying Transaction);
  - upload a copy of their purchase receipt clearly showing where the Qualifying Transaction was made, the Eligible Product purchased and the date of purchase; and
  - submit the fully completed entry form.
8. There are three (3) components to this promotion: (a) the instant win prize; (b) the Woolworths exclusive prize draw; and (c) the major prize draw.

#### **INSTANT WIN**

9. Once the fully completed entry form is submitted on [www.timtam60thbirthday.com](http://www.timtam60thbirthday.com), each entrant will be notified instantly on screen whether or not they are a winner of an instant win prize and, if a winner, will receive a confirmation email including details of the prize won.
10. The Promoter will use a computerised program which will randomly allocate fifty thousand (50,000) ‘winning moments’ between the start and end of the Promotional Period (each a “**Winning Moment**”). The first valid entry received during a Winning Moment will win an instant prize. If no entries are received during a Winning Moment, then there will be no winner and no instant prize awarded for that Winning Moment.
11. For the sake of clarity, any instant win prizes that are not initially awarded during a Winning Moment (as no entrant has entered during a Winning Moment) will not be included in the unclaimed prize draw.
12. There will be fifty thousand (50,000) instant win prizes available. Each instant win prize winner will win one (1) AU\$20 VISA iGoDirect digital gift card (“**Gift Card**”).

13. The Gift Card has full tap and pay capability and is accepted anywhere VISA is accepted.
14. The Gift Card is issued by iGoDirect Group Pty Ltd and Terms & Conditions apply. In order to activate the Gift Card, you must: a) Have a mobile device which supports Apple Pay or Google Pay; b) Be in Australia with location services enabled on your mobile device; c) Download the True Rewards App, create a membership and accept the terms and conditions of the True Rewards App; and d) Agree to any applicable terms of use, privacy policy and/or any other terms of Apple Pay or Google Pay.
15. The Gift Cards are valid for 12 months, as advertised on the Gift Card and in the email containing the Gift Card, and will expire on the date indicated on the face of the Gift Cards shown in the True Rewards App.
16. After the Gift Card has expired it is no longer valid, and all transactions will be declined. Winners agree that they have no right to receive a refund of any unused value remaining and that unused value will become True Rewards' property immediately following the expiry date unless True Rewards elects otherwise.
17. Any ancillary costs associated with redeeming a Gift Card are not included. Any unused balance of a Gift Card will not be awarded as cash. Redemption of a Gift Card is subject to any terms and conditions of the issuer including those specified on the Gift Card. To read the full Gift Card Terms and Conditions, go to <https://truerewards.com.au/visa-gift-card-terms>.

**WOOLWORTHS EXCLUSIVE PRIZE DRAW**

18. To enter the Woolworths exclusive prize draw, entrants must make their Qualifying Transaction at a Woolworths store (either online or in-store) and follow the entry steps set out in clause 7 above.
19. Entrants must retain their original purchase receipt(s) from a Qualifying Purchase, which must clearly specify that the Qualifying Transaction was made at Woolworths and that the purchase was made during the Promotional Period but prior to entry.
20. There will be one (1) draw conducted for all entries received from entrants who have made a Qualifying Purchase at Woolworths in each week of the Promotional Period, for a total of nine (9) draws (each a **“Woolworths Weekly Draw”**). Entries into each Woolworths Weekly Draw will open and close on the dates/times indicated in the table below. Entries in each Woolworths Weekly Draw will NOT be entered into any subsequent Woolworths Weekly Draw(s). Each Woolworths Weekly Draw will take place at KollwitzOwen Pty Ltd, Suite 8/799 Springvale Road, Mulgrave VIC 3170 on the dates/times indicated in the table below.

Draw	Date Open	Entries	Date Close	Entries	Date and time of prize draw	Number of winners	Winners published
Weekly Draw 1	12.00AM	AEST on 01/07/2024	11:59PM	AEST on 07/07/2024	08/07/2024 at 1:00PM AEST	1	10/07/2024
Weekly Draw 2	12.00AM	AEST on 08/07/2024	11:59PM	AEST on 14/07/2024	15/07/2024 at 1:00PM AEST	1	17/07/2024
Weekly Draw 3	12.00AM	AEST on 15/07/2024	11:59PM	AEST on 21/07/2024	22/07/2024 at 1:00PM AEST	1	24/07/2024
Weekly Draw 4	12.00AM	AEST on 22/07/2024	11:59PM	AEST on 28/07/2024	29/07/2024 at 1:00PM AEST	1	31/07/2024
Weekly Draw 5	12.00AM	AEST on 29/07/2024	11:59PM	AEST on 04/08/2024	05/08/2024 at 1:00PM AEST	1	07/08/2024
Weekly Draw 6	12.00AM	AEST on 05/08/2024	11:59PM	AEST on 11/08/2024	12/08/2024 at 1:00PM AEST	1	14/08/2024
Weekly Draw 7	12.00AM	AEST on 12/08/2024	11:59PM	AEST on 18/08/2024	19/08/2024 at 1:00PM AEST	1	21/08/2024
Weekly Draw 8	12.00AM	AEST on 19/08/2024	11:59PM	AEST on 25/08/2024	26/08/2024 at 1:00PM AEST	1	28/08/2024
Weekly Draw 9	12.00AM	AEST on 26/08/2024	11:59PM	AEST on 01/09/2024	02/09/2024 at 1:00PM AEST	1	04/09/2024

21. The first valid entry drawn in each Woolworths Weekly Draw will win one (1) \$1,000 Woolworths e-Gift Card.
22. Any ancillary costs associated with redeeming a Woolworths e-Gift Card are not included. Any unused balance of a Woolworths e-Gift Card will not be awarded as cash. Redemption of a Woolworths e-Gift Card is subject to any terms and conditions of the issuer including those specified on the Woolworths e-Gift Card. To read the full Woolworths e-Gift Card Terms and Conditions, go to <https://giftcards.woolworths.com.au/about/terms-and-conditions>.

### MAJOR PRIZE DRAW

23. There will be one (1) draw conducted for all entries received from entrants in each week of the Promotional Period, for a total of nine (9) draws (each a “**Weekly Draw**”). Entries into each Weekly Draw will open and close on the dates/times indicated in the table below. Entries in each Weekly Draw will NOT be entered into any subsequent Weekly Draw(s). Each Weekly Draw will take place at KollwitzOwen Pty Ltd, Suite 8/799 Springvale Road, Mulgrave VIC 3170 on the dates/times indicated in the table below.

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Weekly Draw 3	12.00AM	AEST on 15/07/2024	11:59PM	AEST on 21/07/2024	22/07/2024 at 1:00PM AEST	1	24/07/2024
Weekly Draw 4	12.00AM	AEST on 22/07/2024	11:59PM	AEST on 28/07/2024	29/07/2024 at 1:00PM AEST	1	31/07/2024
Weekly Draw 5	12.00AM	AEST on 29/07/2024	11:59PM	AEST on 04/08/2024	05/08/2024 at 1:00PM AEST	1	07/08/2024
Weekly Draw 6	12.00AM	AEST on 05/08/2024	11:59PM	AEST on 11/08/2024	12/08/2024 at 1:00PM AEST	1	14/08/2024
Weekly Draw 7	12.00AM	AEST on 12/08/2024	11:59PM	AEST on 18/08/2024	19/08/2024 at 1:00PM AEST	1	21/08/2024
Weekly Draw 8	12.00AM	AEST on 19/08/2024	11:59PM	AEST on 25/08/2024	26/08/2024 at 1:00PM AEST	1	28/08/2024
Weekly Draw 9	12.00AM	AEST on 26/08/2024	11:59PM	AEST on 01/09/2024	02/09/2024 at 1:00PM AEST	1	04/09/2024

24. The first valid entry drawn in each Weekly Draw will win their choice of a diamond or diamond jewellery from Cerrone up to the maximum value of \$10,000 AUD (each a “**Major Prize**”).
25. Major Prize winners will receive the following:
- A consultation with a Cerrone jeweller, either in person or online, depending on the Winner’s location;
  - Their choice of diamond cut from the range of Cerrone diamonds supplied including round, oval, emerald cut, square and cushion;
  - Their choice of setting for the diamond from a range of 3 x ring designs and 3 x pendant designs; and
  - Their choice of gold for the setting.
26. Major Prize winners will have the opportunity to upgrade their piece of jewellery above the \$10,000 prize value, for an additional fee payable direct to Cerrone.
27. Winners of a Major Prize will be notified by email within two (2) business days of the relevant Weekly Draw by The Zoo Republic of level 2/137 Pyrmont St, Pyrmont NSW, and their names will

be published online at [www.timtam60thbirthday.com](http://www.timtam60thbirthday.com) on the dates specified for the Weekly Draw in the table above.

## GENERAL

28. 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 is ineligible to enter, has submitted an invalid entry, 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 right to recover damages or other compensation from such an offender is reserved.
29. Incomplete or indecipherable entries will be deemed invalid.
30. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per Qualifying Transaction regardless of the number of Eligible Products purchased in a Qualifying Transaction in excess of one (1); (b) each entry must be submitted separately and in accordance with entry requirements; and (c) only three (3) entries are permitted per person per calendar day of the Promotional Period.
31. There is a limit of three (3) instant win prizes per person (except for SA residents).
32. Entrants must retain a copy of their purchase receipt(s) for all entries as proof of purchase. Failure to produce the proof of purchase for all entries 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(s) must clearly specify the store of purchase, products purchased and that the purchase was made during the Promotional Period but prior to entry.
33. 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.
34. The Promoter's decision is final and no correspondence will be entered into.
35. Subject to the Unclaimed Prize Draw clause, if for any reason a winner does not take / redeem a prize at/by the time stipulated by the Promoter, then the prize will be forfeited, and no compensation will be payable.
36. 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.
37. Total prize pool value is up to AUD \$1,099,000.
38. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
39. A draw for any unclaimed or unwon prizes may take place on 01/10/2024 at the same time and place as the original draws, subject to any directions from a regulatory authority ("**Unclaimed Prize Draw**"). Winners, if any, will be notified by email within two (2) business days of the Unclaimed Prize Draw by The Zoo Republic of level 2/137 Pymont St, Pymont NSW and their names will be published online at [www.timtam60thbirthday.com](http://www.timtam60thbirthday.com) from 03/10/2024.
40. 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.

41. 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 Promoters. The ensuing copyright in any material will rest with the Promoter, without any claim to compensation from the entrants.
42. 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 as appropriate; or (b) subject to any written directions from a regulatory authority (if any), to modify, suspend, terminate or cancel the promotion, as appropriate.
43. The Promoter reserves the right, at any time, to verify the validity of claims and determine the eligibility of entrants (including an entrant's identity) and to disqualify any entry or refuse to award a prize where false or misleading details have been given by an entrant, or where an entrant has behaved in a fraudulent or dishonest manner, or otherwise not in accordance with these terms and conditions or the spirit of the promotion.
44. 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.
45. 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. 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.
46. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including their respective officers, employees and agents) are not responsible for and exclude 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.
47. 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](http://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, 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.

**NSW Permit No. TP/ 01454. ACT Permit No. TP24/ 00344. SA Permit No. T24/ 279.**