

## **“ARNOTT’S 50% LESS SUGAR, LOVE ME OR YOUR MONEY BACK” PROMOTION**

### **TERMS AND CONDITIONS**

1. Instructions on how to claim and the Reward (defined below) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions. Offer not valid in conjunction with any other offer.
2. Claims are only open to Australian residents aged 18 years or over.
3. Employees (and their immediate families) of the Promoter, Participating Retailers (defined below) and agencies associated with this promotion are ineligible to claim. 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.
4. Purchase period commences at 9:00am AEST on 15/08/2022 and ends at 11:59pm AEST on 01/10/2022 (“**Purchase Period**”). Claim period commences at 9:00am AEST on 15/08/2022 and ends at 11:59pm AEDT on 08/10/2022 (“**Claim Period**”).
5. The offer will run in all supermarket stores within Australia where Participating Products (as defined below) are sold in-store and online (“**Participating Retailers**”). For clarity, online purchases will be deemed acceptable where a Participating Retailer has an official online store.
6. To be eligible to claim, claimants must purchase a Participating Product from any Participating Retailer during the Purchase Period (“**Qualifying Purchase**”).

Participating Products are as follows;

- Arnott's Scotch Finger 50% Less Sugar ; or
- Arnott's Shortbread Cream 50% Less Sugar

7. To claim the offer, claimants must then complete the following steps during the Claim Period:
  - Visit the promotional claim site at [www.arnottsguarantee.com.au](http://www.arnottsguarantee.com.au) and follow the prompts to the claim page;
  - Input the requested details including full name and mobile phone number;
  - Upload a copy of the purchase receipt when prompted; and
  - Submit the fully completed online claim form.

Upon submitting a valid claim form, claimants will be sent an email to confirm that their provisional claim has been received. Once validated, claimants will receive a Digital Prepaid Mastercard® (“**Reward**”) within 15 business days. Rewards will be loaded with the value of the original purchase price paid by the claimant for the Participating Product as indicated on their purchase receipt. Rewards are subject to the relevant supplier's conditions, including the following conditions which apply to the Digital Prepaid Mastercard (“**Digital Card**”):

- The Digital Prepaid Mastercard is issued by EML Payment Solutions Limited ABN 30 131 436 532 AFSL 404131 pursuant to license by Mastercard Asia/Pacific Pte. Ltd.
- 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 standard terms and conditions, which can be found at <https://thecardnetwork.com.au/pages/terms-conditions>
- Any ancillary costs associated with redeeming a Digital Prepaid Mastercard are not included. Any unused balance of a Digital Prepaid Mastercard will not be awarded as cash. Redemption of a Digital Prepaid Mastercard is subject to any terms and conditions of the issuer including those specified on the Digital Prepaid Mastercard.

8. A Qualifying Purchase receipt must only be used for one (1) claim and must clearly specify:
  - the Participating Product purchased;
  - the price of the Participating Product purchased;
  - the Participating Retailer of purchase;
  - the purchase date and time;
  - the receipt number; and
  - that payment for the Participating Product purchased has been received in full.
9. If the purchase receipt is missing any of the above information, or is illegible or indecipherable, it will render the claim invalid. If a claimant uses the same purchase receipt to submit multiple claims, the Promoter will render all claims submitted by that claimant, using that one receipt, invalid.
10. The Promoter reserves the right, at any time, to verify the validity of claims and claimants (including a claimant'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 claim 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 claims will be deemed invalid.
12. Only one (1) claim is permitted per person during the Claim Period.
13. Claimants must retain their original purchase receipt(s) for all claims as proof of purchase. Failure to produce the proof of purchase for all claims when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of a claimant's claims and forfeiture of any right to a reward. Purchase receipt(s) must clearly specify the store of purchase and that the purchase was made during the Purchase Period but prior to claim.
14. If there is a dispute as to the identity of a claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of the claimant.
15. The Promoter's decision is final and no correspondence will be entered into.
16. If for any reason a claimant does not redeem a Reward by the time stipulated by the Promoter, then the Reward will be forfeited.
17. If the Reward is unavailable, the Promoter, in its discretion, reserves the right to substitute the Reward (or that part of the reward) with a reward to the equal value and/or specification.
18. Rewards, or any unused portion of a Reward, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
19. Claimants consent to the Promoter using their name, likeness, image and/or voice in the event they are a successful claimant (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.
20. 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 claimant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
21. Any cost associated with accessing the offer website is the claimant's responsibility and is dependent on the Internet service provider used. The use of any automated software or any other mechanical or electronic means that allows a claimant to

automatically claim repeatedly is prohibited and will render all claims submitted by that claimant invalid.

22. 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.
23. 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 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 reward value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) use of a Reward.
24. 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 claimant. The Privacy Policy also contains information about how claimants may opt out, access, update or correct their PI, how claimants 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. The Promoter may disclose PI overseas, see the Privacy Policy for more details.
25. The Promoter is Arnott's Biscuits Ltd, (ABN 44 008 435 729), 24 George Street, North Strathfield NSW 2137. ("**Promoter**")