

BONUS SOCKS SET WITH PURCHASE OF 3 PACKS OF TIM TAMS (any variety)

1. Information on how to participate in this offer and the reward forms part of these Terms and Conditions. Participation in this offer is deemed acceptance of these Terms and Conditions. Offer not valid in conjunction with any other offer.
2. The offer is 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 offer 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. This is an offer of a gift with purchase which comprises 2 x pairs of socks with Tim Tam design in a gift box (the **"Tim Tam sock set"**) valued at \$40, All Tim Tam sock sets are one size fits all. The first 8,000 valid claims received will each receive a Tim Tam sock set.
5. The offer commences at 00.01am AEST on 10/5/2023 and closes at 11.59pm AEST on 13/06/2023 or when the Promoter's allocation of gifts (being a total of 8,000 Tim Tam sock sets) has been exhausted, whichever occurs first (**"Offer Period"**).
6. To be eligible to claim the Tim Tam sock set claimants must purchase (either in store or online) any **three (3)** Tim Tam products (an **"Eligible Product"**) in **one transaction** from a Participating Store during the Offer Period (**"Qualifying Purchase"**). Participating stores include IGA, Supa IGA, IGA X-Press, Drakes, Foodworks, Foodland, Supa Valu, Romeos, Friendly Grocer, The Local Grocer and Campbells stores within Australia and any other independent grocers that display advertising material communicating this Promotion or communicate this Promotion through other means including social media and catalogues that stocks an Eligible Product (each **"a Participating Store"**). In case a purchase receipt is not automatically provided to a claimant at the time of making their Qualifying Purchase, it is the claimant's responsibility to request such material.
7. **Postage and packaging payment is required.** A payment of \$10 is required for every claim of a Tim Tam sock set. If multiple claims are made, payment will be required for each Tim Tam sock set claimed/dispatched.
8. To claim the Tim Tam sock set after making a Qualifying Purchase, claimants must then undertake the following steps during the Offer Period and while stocks (being the Promoter's allocation of gifts specified in clause 5) of Tim Tam sock sets last:

- a. Scan the QR code displayed on the promotional point of sale in store (or featured in the store catalogue) using a compatible device OR visit arnotts.com/bonus-tim-tam-socks;
 - b. Follow the prompts to the claim page on the site;
 - c. Input the requested details including their full name, mobile phone number, a valid email address and residential address;
 - d. Upload a copy of their **original purchase receipt clearly showing where the Qualifying Purchase was made, the Eligible Product purchased (which must be a Qualifying Purchase) and the date of purchase (which must be during the Offer Period but before submitting a claim)**;
 - e. Supply payment details for postage and packaging; and then
 - f. Submit the fully completed online claim form.
9. Once payment has been received and the claim verified, claimants will receive a return online message acknowledging their claim.
10. Multiple claims are permitted, subject to the following: (a) only one (1) claim is permitted per Qualifying Purchase regardless of the number of Eligible Products made in that transaction (subject to the minimum of three (3) Eligible Products); and (b) each claim must be submitted separately and in accordance with claim requirements.
11. Claimants must retain a copy of their purchase receipt, for all claims, as proof of purchase. Failure to produce the proof of purchase, for all claims, if requested may, in the absolute discretion of the Promoter, result in invalidation of ALL a claimant's claims and forfeiture of any right to a reward.
12. Incomplete or indecipherable claims will be deemed invalid.
13. 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 offer. 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. 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. Rewards are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.

17. If the Tim Tam sock set is unavailable, the Promoter, in its discretion, reserves the right to substitute the Tim Tam sock set with a reward of equal value and/or specification.
18. If this offer 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 claimant; or (b) to modify, suspend, terminate or cancel the offer, as appropriate.
19. Any cost associated with accessing the promotional 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 submit claims repeatedly is prohibited and will render all claims submitted by that claimant invalid.
20. 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 offer.
21. 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.
22. The Promoter collects personal information ("**PI**") in order to conduct the offer and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and reward suppliers. Participation 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 the Promoter may use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the claimant in accordance with the Promoter's Privacy Policy and provided the claimant has given express consent. 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 claims become the property of the Promoter. The Promoter will not disclose PI to any entity outside of Australia.

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