



Woolworths Aspiring Athletes Competition

Terms & Conditions March 2018

Information on how to enter and prizes form part of these conditions. By participating, entrants agree to be bound by these conditions. Entries must comply with these conditions to be valid.

Eligible Entrants

Entry is open to residents of Australia over the age of 18 who have children (or are guardians of children) aged 3-13. Employees and their immediate families of the Promoter, its related entities and any agencies associated with this competition are ineligible to enter.

To enter

each entrant must, during the Entry Period:

(a) Submit a completed Competition Entry Form on the **Woolworths Aspiring Athletes** microsite platform www.woolworths.com.au/aspiringathletes

Limits on Entry

Limit applies of one entry per person.

Entry Period

The competition commences at 00.01 AEST on 21 March 2018 and closes at 23.59 AEST on 19 April 2018. ("**Entry Period**").

Judging Dates

Judging will take place from 20 April 2018 to 4 May 2018. All entries will be judged individually on their merits based on their creative answer.

The best entry in each state or territory as specified below, as determined by the judging panel, will be the winners ("**State/Territory Winner**"):

- New South Wales
- Australian Capital Territory
- Victoria
- South Australia
- Queensland
- Western Australia
- Tasmania
- Northern Territory

The judging panel will then select one overall 2018 Woolworths Aspiring Athletes National Winner from the State/Territory winners.

Each State/Territory winner will receive a prize ("**State/Territory Prize**"). The 2018 Woolworths Aspiring Athletes National Winner will win the "State/Territory Prize" as well as the National prize ("**National Prize**").

Entries will be judged by a panel of judges from Woolworths and third parties.



Woolworths Aspiring Athletes Competition

Terms & Conditions March 2018

Prize Details

Prize consists of:

State/Territory Prize:

Each of the State/Territory winners will receive two thousand Australian Dollars (\$2,000) to go towards fulfilling their kid's sporting dreams and a year's supply of Woolworths Fresh Food Kids Friendly Mini Fruit for Kids packs to be fulfilled by a Woolworths Wish Gift Card to the value of \$260 (year's supply based on x2 bags @\$2.50 each for 52 weeks = \$260).

There will be 8 State/Territory prizes in total with a total value of \$18,080.

National Prize:

The 2018 **Woolworths Aspiring Athletes** National Winner will receive a major prize of a money-can't-buy two hour meet and greet session with an Australian Athlete. The athlete will be brought to the National Winner's nearest major city. The winner will be provided with an additional travel voucher of \$200 to be used to get to the major city location of the meet and greet. This will be provided in a travel voucher so that the monies provided can be used for either accommodation or transport. Alternatively, the winner will receive a \$1,000 travel voucher to take the National Winner and their child to the major Australian city in which the athlete is located. The travel voucher will provide the National Winner with the monies for transport and accommodation. All costs that exceed the \$1,000 must be covered by the National Winner. The travel voucher may not be redeemed for any other services other than for transport and accommodation to the two hour meet and greet session with the athlete.

The cost of all insurances (travel) etc. are to be covered by the National Winner. Woolworths cannot accept responsibility for any costs incurred due to the change of the time or date of the National Prize meet and greet session.

The value of two hours with an Australian athlete is deemed as money-can't-buy, and therefore does not have a specific monetary value.

All prize values are correct as at the date of these terms and conditions and are in Australian Dollars, but to the extent permitted by law, no responsibility is accepted by the Promoter for any variation in the value of the prize after that time.

Prize Limitations

State/Territory Prize: The \$2,000 provided as the prize will be delivered to the winners via cheque by registered Australian Post or EFT. Each winner will be required to provide their full name per their bank account details to be placed on the cheque. Cheques are not transferable and cheques will not be reissued.

The Woolworths Wish Gift Card with a \$260 value will be delivered to the winner by registered post. For terms and conditions relating to the Woolworths Wish Gift Card, please visit <https://everydaygiftcards.com.au/gift-cards/learn-more/terms-and-conditions>.



Woolworths Aspiring Athletes Competition

Terms & Conditions March 2018

Prize Delivery

The collection of the National Prize is the responsibility of the winner and it will expire after a year.

Each prize will be delivered to a location to be advised by the Promoter. The Promoter will arrange a date and time suitable for the collection of the prize and advise the winner of the location that the prize must be collected from.

Notification of Winners

Winners will be notified by the telephone number provided on the entry 'Nomination Form' by 18 May 2018.

FURTHER DETAILS

1. If consumers are required to upload a photograph to enter, entrants must adhere to the following conditions:
 - (a) by submitting a photograph, entrants agree to the photograph being made available for public viewing;
 - (b) any person depicted in a photograph uploaded must be decently dressed and presented;
 - (c) all photographs are subject to the approval of the Promoter. The Promoter reserves the right to vet all entries at any time and reserves the right to request the removal of any entries from any Platform or such websites at any time in its absolute discretion. However, the Promoter is not responsible for any photographs uploaded to any Platform (as defined in clause 13) or website and visitors to the site view it at their own risk;
 - (d) entrants must own the copyright in the photograph uploaded or be entitled and have permission to use the photograph in the manner contemplated by these terms, including use of the photograph for promotional purposes in accordance with clause 18;
 - (e) the entrant has the permission of each other person featured in the photograph, or, if any other person is under the age of 18, the permission of their parent or legal guardian, to enter the photograph in accordance with these terms and conditions, including consent to each condition in this clause 1; and
 - (f) entrants must notify each other person featured in the photograph, or, if any other person is under the age of 18, that person's parent or legal guardian, of the Promoter's privacy policy (available at <https://www.woolworths.com.au/Shop/Discover/about-us/privacy-policy>) and each person or parent or legal guardian (as the case may be) has agreed to that privacy policy.
2. If the winner of a prize is under 18 years of age, the prize will be awarded to winner's parent or legal guardian.
3. Entries must be received by the Promoter during the Entry Period. Entries received after the close of the Entry Period will not be accepted.
4. This competition is a game of skill. Chance plays no part in determining the winner(s). The judges' decision is final and binding – no correspondence will be entered into.
5. All ancillary costs including but not limited to insurance, taxes (excluding GST), meals, drinks, transport, transfers, spending money, fuel, oil and services costs, safety gear to comply with state and territory regulations, in-room charges and any and all other expenses incurred as a consequence of receiving the prize are the sole responsibility of the winner.



Woolworths Aspiring Athletes Competition

Terms & Conditions March 2018

6. Prizes are not transferable and are not redeemable for cash. In particular, prizes may not, without the prior consent of the Promoter and any applicable third party supplier of the prize (“Supplier”), be resold or offered for resale at a premium (including via online auction sites) or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services. If a prize is sold or used in breach of this condition, the Promoter or the Supplier may, at their absolute discretion, withdraw the prize(s). Where a prize has been withdrawn in accordance with this clause, no refund, substitute or compensation will be offered and if the prize is a ticket, the winner and any person has purchased or otherwise bears that ticket will be refused entry.
7. The Promoter accepts no responsibility for late, lost or misdirected entries or other communications. The Promoter assumes no responsibility for any failure to receive an entry or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches, theft or destruction, any cause beyond the Promoter’s control, or unauthorised access to or alteration of the competition. If such problems arise, then the Promoter may modify, cancel, terminate or suspend the competition. Further, the Promoter at its sole discretion may recommence this competition under the same conditions.
8. If any prize becomes unavailable for reasons beyond the Promoter’s control, the Promoter may substitute a prize of equal or greater value.
9. All reasonable attempts will be made to contact the winners. If a winner does not claim their prize within 14 days of being notified, their entry will be deemed invalid and the Promoter may award their prize to the next best entry determined by the judges.
10. If an entrant’s contact details change at any time after the date which they enter the competition, that entrant must notify the Promoter of their correct contact details immediately.
11. The Promoter reserves the right to request verification of age, identity, residential address of winners and any other information from entrants relevant to entry into or participation in this competition. Verification is at the discretion of the Promoter, whose decision is final. The Promoter reserves the right to disqualify any individual who provides false information, fails to provide information, is in breach of these conditions, provides entries that are offensive or otherwise inappropriate in the sole opinion of the Promoter, conspires with others to gain an unfair advantage or who is otherwise involved in any way in manipulating, interfering or tampering with the conduct of this competition, or who has engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the competition. The Promoter’s legal rights to recover damages or other compensation from such an offender are reserved.
12. If consumers are required to purchase a product to enter, then it is a condition of the prize being awarded to the winner that the winner retain a clear copy of their original receipt and provide it to the Promoter as proof of a valid purchase to enter this competition.
13. The Promoter shall not be liable for any loss, damage or injury suffered or sustained (even if caused by negligence) as a result of accepting and/or using a prize or in relation to the competition, except for any liability which cannot be excluded by law. Any prize supplied by a third party supplier is subject to the terms and conditions of that third party supplier. The Promoter is not responsible or liable for any loss, damage or injury suffered by any winner as a result of the conduct of any third party supplier or otherwise as a result of the winner accepting and/or using a prize (even if caused by negligence), except for any liability which cannot be excluded by law. Nothing in these conditions restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the *Competition and Consumer Act 2010 (Cth)*.



Woolworths Aspiring Athletes Competition

Terms & Conditions March 2018

14. If in the conduct of this competition, the Promoter is liable for a breach of any guarantee, warranty, condition or other term that applies under the *Competition and Consumer Act 2010 (Cth)* or is implied by any other commonwealth, state or territory law that cannot by law be excluded, the Promoter's liability under that legislation is limited, to the extent permitted by law, to the cost of replacement of any benefit or prize won.
15. Without limiting the previous paragraph, the Promoter and its associated agencies and companies will not be liable for any damage, loss or delay in transit to the prize.
16. Before the prize is awarded, the winner and any other person(s) sharing the prize with the winner may be required to sign an agreement to release the Promoter from any liability arising from the use or participation in the prize.
17. Entrants consent to the Promoter using their name, image and/or voice in the event that they are a winner in any media for an unlimited period of time without remuneration for the purpose of promoting this competition (including any outcome) and/or promoting any products manufactured, distributed and/or supplied by the Promoter. Entrants confirm and promise that their entry is original and does not infringe the intellectual property rights of any third party. If the entry or any part of the entry is provided to the entrant by a third party, the entrants warrant that they have obtained the relevant copyright and other intellectual property rights permission to submit the entry for the purposes of this competition. Further, entrants agree that the Promoter has an unrestricted, irrevocable, transferable, divisible right and licence to use and modify their entry (including but not limited to amending, editing, selecting, cropping, retouching, adding to or deleting from any part of the submitted entry) for the purposes of the Promoter's business including for promotional purposes without the payment of any further fee or compensation. If requested by the Promoter, the entrant agrees to sign any further documentation required by the Promoter to give effect to this arrangement. To the extent permitted by law, entrants unconditionally and irrevocably consent to any act or omission that would otherwise infringe any moral rights in their entry. Entrants agree to indemnify the Promoter, its associated agencies against all losses, damages, claims and costs by third parties arising out of, connected to or resulting from a breach of the warranty set out in this condition.
18. If entry is via Facebook, Twitter or Instagram, "Platform" means Facebook, Twitter or Instagram as applicable. Entrants acknowledge that use of the Platform is subject to the terms and conditions of that Platform. The Promoter is not responsible or liable for any loss, damage or injury suffered by any entrant as a result of the conduct of any of the Platforms, including the decision of any Platform to remove or not remove any photographs, except for liability which cannot be excluded by law. In particular, the thoughts and views expressed on each of the Platforms, are only the thoughts and views of the individual that posted them. They are not representative of the opinions of the Promoter, nor does the Promoter confirm, guarantee or warrant the accuracy, completeness or usefulness of any post. This competition is in no way sponsored, endorsed or administered by or associated with any Platform. It is a condition of entry that each entrant grants a complete release to Facebook and Instagram from any claims that they now have or may have in the future which relate to or are incidental to this competition.
19. Entries remain the property of the Promoter. Details from entries, or if an entrant's Woolworths Rewards card was scanned or used as part of a condition of entry, the personal information of such entrant, will be collected and used for the purposes of conducting this competition (which may include disclosure to third parties, the Promoter's related bodies corporate, agencies and contractors (including call centres, advertising agencies and direct mail houses) for the purpose of processing and conducting the competition) and for promotional and publicity purposes, public statements and advertisements surrounding this competition. For the purposes of public statements and advertisements, the Promoter will only publish the winner's surname, first



Woolworths Aspiring Athletes Competition

Terms & Conditions March 2018

initial and state of residence. By entering this competition entrants consent to the use of their information as described and agree that the Promoter may use this information, or disclose it to other organisations that may use it, in any media for future promotional purposes without any further reference or payment to the entrant. The Promoter is bound by the Australian Privacy Principles contained in the *Privacy Act 1988 (Cth)*. A copy of the Promoter's privacy policy can be viewed on www.woolworths.com.au. Entrants may access, change and/or update their personal information by contacting the Promoter on 1300 908 631 during office hours or contact the Promoter in writing at privacy@woolworths.com.au.

20. These conditions are governed by the laws of New South Wales.

21. The Promoter is Woolworths Limited (ABN 88 000 014 675) of 1 Woolworths Way, Bella Vista NSW 2153.