



Terms & Conditions Trade Promotions – Game of Chance

“\$1000 worth of groceries to be won every day in March competition”

KEY TERMS

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.

Details	
Eligible Entrants	<p>Entry is open only to residents of Australia who are over the age of 18 years.</p> <p>However, directors, management and employees of Woolworths Limited or Red Jelly Pty Ltd and their associated agencies and companies, are not eligible to enter. Immediate family members of such employees are also not eligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (including adopted children), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.</p>
How to Enter	<p>To enter the Daily Draw for a given day during the Promotion Period, participants must, on the day to which the Daily Draw applies:</p> <ol style="list-style-type: none">Log onto woolworths.com.au;spend \$100 AUD (excluding GST) or more on products online (after any applicable discounts and excluding tobacco, flowers, delivery saver products and delivery costs) in a single transaction;enter the promo code ONLINETOWIN at the online checkout for that transaction; andcomplete that transaction between 00:01 AEST and 23:59 AEST/AEDT on the same day. <p>A participant may enter the Promotion or a Daily Draw, multiple times over the entire Promotion Period and/or multiple times per day.</p> <p>The Promoter reserves the right to request winners to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity (including phone bill or store receipt for purchase requirement) in order to claim a prize. Proof of identification, residency and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.</p> <p>Entries for each Daily Draw during the Promotion Period must be received by 23:59 AEST/AEDT on the day to which the Daily Draw applies (eg. entries for the Daily Draw for 1st March must be received by 23:59 AEST on 1st March). The time of entry will in each case be the time the online order is received by the Promoter's database.</p> <p>The cost of accessing the promotional website will be dependent on the participant's individual internet service provider.</p>



<p>Limits on Entry</p>	<p>This is a game of chance, and skill plays no part in determining the winners. A draw will be conducted in respect of each day of the Promotion Period (each such draw being the “Daily Draw”) but will take place only at the end of each week of the Promotion Period (on the dates specified in below under Draw Dates). There will be one (1) prize to be won for each of the thirty one (31) Daily Draws, with the winner for a Daily Draw being the first eligible entry drawn at random in the relevant Daily Draw of all valid entries. In total, thirty one (31) winners will be drawn at random to become the winners of the prizes during the Promotion Period.</p> <p>Entries for each Daily Draw will comprise of only entries that were submitted in accordance with these Terms and Conditions on the relevant day and entries will not rollover into subsequent Daily Draws (eg. the prize for the Daily Draw for 1st March will be drawn from entries submitted on 1st March only – entries from that Daily Draw will not be re-entered into the Daily Draw for 2nd March and so on).</p> <p>Only one (1) prize will be awarded per household across all Daily Draws conducted during the Promotion Period (excluding SA residents who enter the Promotion).</p>
<p>SMS / Telephone Charges</p>	<p>n/a</p>
<p>Promotional Period</p>	<p>The Promotion commences on Wednesday 1st March 2017 at 00:01 AEST and concludes on Friday 31st March 2017 at 23:59 AEDT.</p>
<p>Draw Dates</p>	<p>Each valid entrant who has entered the Promotion on a given day during the Promotion Period will be entered into the Daily Draw for that day only - their entry will not roll over into other draws. In respect of each Daily Draw, entries open at 00:01 AEST and close at 11:59pm AEST/AEDT on the dates specified in the table below. All Daily Draws will take place at 10:00am AEST/AEDT at Custard Pty Ltd (trading as Red Jelly), 34-36 Elizabeth St, Hobart TAS 7000, on the dates specified in the table below.</p>

Draw	Entries open AEST/AEDT 00:01	Entries close AEST/AEDT 23:59	Draw Date AEST/AEDT 10:00
1	01/03/2017	01/03/2017	14/03/2017
2	02/03/2017	02/03/2017	14/03/2017
3	03/03/2017	03/03/2017	14/03/2017
4	04/03/2017	04/03/2017	14/03/2017 <input type="button" value="v"/>
5	05/03/2017	05/03/2017	14/03/2017
6	06/03/2017	06/03/2017	14/03/2017
7	07/03/2017	07/03/2017	14/03/2017
8	08/03/2017	08/03/2017	21/03/2017
9	09/03/2017	09/03/2017	21/03/2017
10	10/03/2017	10/03/2017	21/03/2017
11	11/02/2017	11/02/2017	21/03/2017
12	12/03/2017	12/03/2017	21/03/2017
13	13/03/2017	13/03/2017	21/03/2017
14	14/03/2017	14/03/2017	28/03/2017
15	15/03/2017	15/03/2017	28/03/2017
16	16/03/2017	16/03/2017	28/03/2017
17	17/03/2017	17/03/2017	28/03/2017
18	18/03/2017	18/03/2017	28/03/2017
19	19/03/2017	19/03/2017	28/03/2017



	20	20/03/2017	20/03/2017	28/03/2017
	21	21/03/2017	21/03/2017	28/03/2017
	22	22/03/2017	22/03/2017	04/04/2017
	23	23/03/2017	23/03/2017	04/04/2017
	24	24/03/2017	24/03/2017	04/04/2017
	25	25/03/2017	25/03/2017	04/04/2017
	26	26/03/2017	26/03/2017	04/04/2017
	27	27/03/2017	27/03/2017	04/04/2017
	28	28/03/2017	28/03/2017	04/04/2017
	29	29/03/2017	29/03/2017	04/04/2017
	30	30/03/2017	30/03/2017	04/04/2017
	31	31/03/2017	31/03/2017	04/04/2017
Prize Details	<p>Prizes and values are as follows:</p> <ul style="list-style-type: none"> • There are a total of thirty one (31) prizes to be awarded (comprising of one (1) prize for each Daily Draw for each day of the Promotion Period). • Each prize for each Daily Draw comprises of ten (10) x \$100 promotional codes to be redeemed on www.woolworths.com.au (i.e. promotional codes for a credit of a total of \$1,000 to be redeemed on www.woolworths.com.au) which will be valid for six (6) months from the date of issue. <p>Total prize pool is valued at \$31,000.00 AUD (inc. GST)</p> <p>Unless expressly stated in these Terms and Conditions of Entry all other expenses become the responsibility of the winner.</p>			
Prize Limitations	<p>Use of promotional codes will be subject to the following conditions:</p> <ul style="list-style-type: none"> (i) each promotional code must be used in a single transaction (with a maximum of two promotional codes that can be redeemed in any one transaction); (ii) unused credit attached to a promotional code will be forfeited and will not be able to be used for a further 			

	<p>transaction;</p> <ul style="list-style-type: none"> (iii) where transactions require a refund (in part or in full) this will be refunded to the Woolworths Online customer account by way of a goodwill voucher. Refunds of cash or to a credit card are not permitted (iv) each transaction involving redemption of a promotional code/s will require a minimum spend of \$30 (after any applicable discounts and excluding amounts spent on tobacco, flowers, delivery saver products and delivery costs) (eg. if you are spending \$100 on products at www.woolworths.com.au on the above mentioned excluded products, you would need to spend an additional \$30 on other products (excluding tobacco, flowers, Delivery Saver products and delivery costs) in order to redeem the promotional code/s); (v) the credit attached to a promotional code cannot be used on tobacco, flowers, delivery saver products and delivery costs; (vi) promotional codes cannot be used in conjunction with any other offer in order to be redeemed; and (vii) prizes are recommended retail value <p>Prize values are in Australian Dollars (inclusive of GST).</p>
Prize Delivery	<p>Prizes will be issued to winners at the email address linked to their Woolworths account. If a winner does not claim their prize within 3 months from the date and time of determination of that winner, their entry will be deemed invalid and subject to regulatory authority. Prizes will be awarded to the person named in the entry. However, in the event of any dispute about the identity of the winner, the prize will be awarded to the account holder of the entry mechanism used to submit their entry (i.e. mobile phone account holder or land line account holder).</p> <p>Should an entrant's contact details change during the Promotion Period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter</p>
Notification of Winners	<p>The winners will be notified within two (2) days of the relevant Draw Date via email. The winners' first initial, surname and state will also be published on the Woolworths website and published in The Australian within eight (8) days of the relevant Draw Date.</p>
Second Chance Draw	<p>The Promoter may conduct such further draws as necessary at 10:00 AEDT on Tuesday 11th July 2017 at Custard Pty Ltd (trading as Red Jelly), 34-36 Elizabeth St, Hobart TAS 7000. The winner/s will be notified via email. The winners' first initial, surname and state will also be published on www.woolworths.com.au and in The Australian by Wednesday 18th July 2017. All reasonable steps to notify the winner of the results will be taken by</p>



	the Promoter. If for any reason whatsoever a winner of the second draw does not claim the prize or an element of the prize after three months after the second draw, then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that element of the prize.
Permit Numbers	<p>Authorised under: NSW Permit No LTPS/17/11011</p> <p>Authorised under: SA Permit No T17/119</p> <p>Authorised under: ACT Permit No TP 17/00142</p>

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 16;
 - (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 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.



- 4 Prizes are not transferable and are not redeemable for cash. The Promoter's decision is final and binding - no correspondence will be entered into. 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.
- 5 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 promotion. If such problems arise, then the Promoter may (where necessary with the approval of the relevant lottery authority) modify, cancel, terminate or suspend the promotion. Further, the Promoter at its sole discretion may recommence this promotion under the same conditions.
- 6 If any prize becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a prize of equal or greater value, subject to any written directions from the various authorities.
- 7 All reasonable attempts will be made to contact the winners. If a winner does not claim their prize by the Second Chance Draw date, their entry will be deemed invalid and the Promoter may conduct the Second Chance Draw, subject to relevant regulatory authority instructions.
- 8 If an entrant's contact details change at any time between the date which they enter the promotion and the Second Chance Draw date, that entrant must notify the Promoter of their correct contact details immediately.
- 9 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 promotion. 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 promotion, or who has engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- 10 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 promotion.
- 11 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 promotion, 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).

- 12 If in the conduct of this Promotion, 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.
- 13 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.
- 14 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.
- 15 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 promotion (including any outcome) and/or promoting any products manufactured, distributed and/or supplied by the Promoter.
- 16 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 promotion. 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.
- 17 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 promotion 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 promotion.
- 18 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 promotion (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 promotion) and for promotional purposes, public statements and advertisements surrounding this promotion. For the purposes of public statements and advertisements, the Promoter will only publish the winner's surname, first initial and state of residence. By entering this promotion 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.

- 19 These conditions are governed by the laws of New South Wales.
- 20 The Promoter is Woolworths Limited (ABN 88 000 014 675) of 1 Woolworths Way, Bella Vista NSW 2153.