Terms & Conditions

Woolworths Big Night In 2017 Promotion

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
Promotion Website	woolworths.com.au/BNI
Eligible Entrants	Entry is open to residents of Australia aged 18 years of age and over. Employees (and their immediate families) of the Promoter, its related entities and any agencies associated with this promotion are ineligible to enter.
	To enter, each Eligible Entrant must:
	 purchase three (3) Participating Products in a single transaction from any Participating Store during the Promotional Period; and
	2. either:
	a. ("Rewards Card Entry") prior to finalising the transaction, scan their Woolworths Rewards Card in store at the checkout or input their Woolworths Rewards Card number during checkout on Woolworths Online - the Rewards Card Entry option is not available to Non-Registered Cardholders or residents of Tasmania; or
	b. ("Receipt Code Entry") enter online, during the Promotional Period or the Receipt Code Entry Grace Period (as defined below), by visiting the Promotion Website woolworths.com.au/BNI, following the prompts to the promotion entry page and inputting all of the req'uested details (including their full name, address, email address and mobile number, and the Unique Receipt Code) and submitting the fully completed online entry form (so that it is received during the Promotional Period or the Receipt Code Entry Grace Period),
	(each, a "Qualifying Entry").
	Eligible Entrants will automatically receive one (1) entry into the relevant Minor Prize Draw and one (1) entry into the relevant Major Prize Draw for each Qualifying Entry. However, if the Qualifying Entry is a Receipt Code Entry, and this entry is submitted after the Promotional Period but during the Receipt Code Grace Entry Period (i.e. between 00.00 AEST 26 July 2017 and 23.59 AEST 1 August 2017), the Eligible Entrant will only receive one (1) entry into the Major Prize Draw (and no entry into a Minor Prize Draw).
	"Participating Product" means any product from the participating brands set out in the 'Participating Brands Schedule' - available at the end of these terms and conditions and on the Promotion Website woolworths.com.au/BNI.
	"Participating Store" means any Woolworths supermarket store across Australia (including Metro and small format supermarket stores), and the Woolworths Online store www.woolworths.com.au **.
	"Promotional Period" means the period between 00.01 AEST on 31 May 2017 and 23.59 AEST 25 July 2017.
	"Non-Registered Cardholder" means someone who is not a Registered Cardholder.
	"Registered Cardholder" means a cardholder of a Rewards Card, where all mandatory cardholder information (including cardholder's legal name) has been correctly completed in the Woolworths Rewards Program database - cardholder is not a Registered Cardholder until confirmation has been issued by Woolworths Rewards.
	"Rewards Card" means a Woolworths Rewards Card issued by the Promoter as part of the Woolworths Rewards Program. For the avoidance of doubt, temporary Rewards Card holders are not eligible to enter or win prizes under this Promotion.
	"Receipt Code Entry Grace Period" means the period between 00.00 AEST on 26 July 2017 and 23.59 AEST 1 August 2017. If a Receipt Code Entry is received during the Receipt Code Grace Entry Period, the Eligible Entrant will only receive one (1) entry into the Major Prize Draw (and no entry into a Minor Prize Draw).



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"Unique Receipt Code" means Woolworths' unique code number provided for the transaction (displayed on the Woolworths receipt, for in-store transactions) or online invoice/order number (displayed on the online invoice/order confirmation, for Woolworths Online transactions).

Important note: all Eligible Entrants must retain their original purchase receipt or online invoice 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 an entrant's entries and forfeiture of any right to a prize. Purchase receipt(s) or invoice(s) must clearly specify the store of purchase (for in-store purchases) and the date of purchase on the receipt(s) or invoice(s) / online order confirmation must be during the Promotional Period and prior to entry.

** In accordance with Woolworths Online Terms & Conditions (accessible at https://www.woolworths.com.au/Shop/Discover/about-us/terms-and-conditions), all online Transactions must be for a minimum spend of \$30 (excluding delivery fees). Minimum spend requirement for online Transactions excludes any tobacco, flowers, liquor and Delivery Saver products purchased. Amounts spent online on Participating Products will count towards the minimum online spend of \$30.

Limits on Entry

Multiple entries are permitted, subject to the following: (a) only one (1) entry permitted per Qualifying Entry; (b) each Qualifying Entry must be submitted separately and in accordance with entry requirements; and © a limit of five (5) entries per day applies.

Only one (1) Major Prize and one (1) Minor Prize will be awarded per household - this does not apply to SA residents.

For the avoidance of doubt, Eligible Entrants are eligible to win both a Minor Prize and a Major Prize.

Promotional Period

The period between 00.01 AEST on 31 May 2017 and 23.59 AEST 25 July 2017.

Purchase of Participating Products must be made within the Promotional Period.

Minor Prize Draws

There will be one (1) draw conducted for each day of the Promotional Period, for a total of fifty six (56) draws ("Minor Prize Draws").

Entries into each Minor Prize Draw will open and close each day (based on AEST) and the draw will be conducted on the Draw Date specified in the table below. All Minor Prize draws will take place at Handling Matters, 1/3 Green Street, Brookvale NSW at **15:00** AEST, with the first Minor Prize Draw taking place on Friday 9 June 2017 and the last Minor Prize Draw taking place on Friday 28 July 2017. For the avoidance of doubt, no draws will be conducted during the weekend or on a public holiday in NSW.

Entries in each Minor Prize Draw will NOT be entered into any subsequent Minor Prize Draws (but, for the avoidance of doubt, all Qualifying Entries will be entered into the applicable Major Prize Draw, regardless of whether entry is successful or not in the Minor Prize Draw).

Minor Prize winners will be published online on the Promotion Website **woolworths.com.au/BNI** from the dates specified in the table below. Any winners from SA of a Minor Prize valued at over \$250 will also have their name and address published in The Advertiser on the dates in the table below.

Minor Prize Draw number	Minor Prize Draws	Draw date	Published
1-7	31 May - 6 June 2017	9 June 2017	19 June 2017
8-14	7 June - 13 June 2017	16 June 2017	26 June 2017
15- 21	14 June - 20 June 2017	23 June 2017	3 July 2017
22-28	21 June - 27 June 2017	30 June 2017	10 July 2017
29-35	28 June - 4 July 2017	7 July 2017	17 July 2017
36-42	5 July - 11 July 2017	14 July 2017	24 July 2017
43-49	12 July - 18 July 2017	21 July 2017	31 July 2017
50-56	19 July - 25 July 2017	28 July 2017	7 August 2017

Minor Prizes Details

Minor Prizes – excluding Minor Prize Draws from Qualifying Entries received on a Tuesday:

The first valid entry drawn in each Minor Prize Draw (excluding those conducted on a Tuesday) will win a 32GB Apple TV (valued at \$238).

The next eighteen (18) valid entries drawn in each Minor Prize Draw will each win a \$20 iTunes voucher.

The next twenty-five (25) valid entries drawn in each Minor Prize Draw will each win a \$20 Netflix voucher.

Minor Prizes – for Minor Prize Draws from Qualifying Entries received on a Tuesday:

The first valid entry drawn in each Minor Prize Draw from Qualifying Entries received on a Tuesday, will win a home entertainment package valued at \$4,056. Each home entertainment package includes the following:

- Panasonic SC-BTT785GNK Smart 3D Blu-Ray Home Theatre System which includes a Smart 3D Blu-Ray Home Theatre System with 1000 Watts RMS, 5.1 Channel System, Wireless Rear Speakers, Bass Reflex Subwoofer, Bluetooth Music Streaming and NFC;
- · Sony X9300D 55" 4K UHD HDR Android Smart LED LCD TV; and
- · UE BOOM 2 Portable Bluetooth Speaker.

The next two (2) valid entries drawn in each Minor Prize Draw from Qualifying Entries received on a Tuesday in **Minor Prize Draws 7, 14, 21 and 28**, and next three (3) valid entries drawn in each Minor Prize Draw from Qualifying Entries received on a Tuesday in **Minor Prize Draws 35, 42, 49 and 56**, will each win an iPad mini 4, 32GB, (wifi compatible, 7.9inch, retina display, A8 second generation chip with 64-bit desktop-class architecture and touch ID fingerprint sensor) (valued at \$568).

The next valid entry drawn from Qualifying Entries received on a Tuesday in Minor Prize Draw 21 and 28 only will each win a 32GB Apple TV (valued at \$238).

The next eighteen (18) valid entries drawn in each Minor Prize Draw from Qualifying Entries received on a Tuesday will each win a \$20 iTunes voucher.

The next twenty-five (25) valid entries drawn in each Minor Prize Draw from Qualifying Entries received on a Tuesday will each win a \$20 Netflix voucher.

Major Prize Draws

There will be eight (8) Major Prize Draws in total.

Entries close for each Major Prize Draw on the dates and times specified in the table below. All Major Prize Draws will take place at Handling Matters 1/3 Green Street, Brookvale NSW at **15:00** AEST on the dates specified in the table below.

Entries in each Major Prize Draw will NOT be entered into any subsequent Major Prize Draws.

Major Prize winners will be published online on the Promotion Website woolworths.com.au/BNI from the dates specified in the table below. Major Prize winners from SA will also have their name and address published in The Advertiser on the dates in the table below.

Major Prize draw number	Entries open	Entries Close	Draw	Published
1	00.01 on 31 May 2017	23:59 on 6 June 2017	9 June 2017	19 June 2017
2	00.00 on 7 June 2017	23:59 on 13 June 2017	16 June 2017	26 June 2017
3	00.00 on 14 June 2017	23:59 on 20 June 2017	23 June 2017	3 July 2017
4	00.00 on 21 June 2017	23:59 on 27 June 2017	30 June 2017	10 July 2017
5	00.00 on 28 June 2017	23:59 on 4 July 2017	7 July 2017	17 July 2017
6	00.00 on 5 July 2017	23:59 on 11 July 2017	14 July 2017	24 July 2017
7	00.00 on 12 July 2017	23:59 on 18 July 2017	21 July 2017	31 July 2017
8	00.00 on 19 July 2017	23:59 on 1 August 2017^	2 August 2017	9 August 2017

^ this includes the Receipt Code Entry Grace Period, which is only applicable to Receipt Code Entries - see 'How to Enter' section for more details.

Major Prize Details

The first valid entry drawn in each Major Prize Draw will win one (1) of the following Major Prizes:

- **1. Hawaii** a trip for four (4) people to Hawaii (valued at up to AUD \$29,000, depending on date and point of departure) this prize includes:
 - return economy airfares for 4 people from the winner's nearest Australian capital city to Honolulu and then Maui, USA;
 - · all airport and airlines taxes;
 - return private car transfers from the airport to accommodation in Honolulu;
 - 4 nights 4-star accommodation in Honolulu (2x twin share rooms);
 - · 4 nights 4-star accommodation in Maui (2x twin share rooms);
 - · swim with dolphins and turtles in the wild on a full day snorkelling trip for 4 people;
 - · discover the hidden parts of Honolulu on a 45 minute scenic helicopter flight for 4 people;
 - fly via plane to the big island and explore the national park of the most active and accessible volcano in Hawaii for 4 people;
 - enjoy the beautiful Hawaiian sunset on 2 hour sunset cruise;
 - · learn to surf on the famous Waikiki beach with surf lessons for 4 people;
 - · traditional Hawaiian Luau experience for 4 people with dinner and entertainment; and
 - · AUD \$1000 spending money for the winner.
- **2. Los Angeles -** a trip for four (4) people to Los Angeles, USA (valued at up to AUD \$30,000, depending on date and point of departure) this prize includes:
 - · return economy airfares for 4 people from the winner's nearest Australian capital city to Los Angeles, USA;
 - · all airport and airlines taxes;
 - return private car transfers from the airport to accommodation in Los Angeles, and to accommodation in Anaheim;
 - 3 nights 4-star accommodation in Los Angeles (2x twin share rooms);
 - 1-day Universal VIP tickets for 4 people, including park entry and access to behind the scenes;
 - explore LA at your own pace on a 48-hour hop on hop off sightseeing bus for 4 people;
 - · 4 nights 4-star accommodation in Anaheim (2x twin share rooms);
 - · 2-day admission to an Anaheim theme park for 4 people; and
 - · AUD \$1000 spending money for the winner.
- **3. Canada -** a trip for four (4) people to Vancouver, Canada (valued at up to AUD \$33,000, depending on date and point of departure) this prize includes:
 - return economy airfares for 4 people from the winner's nearest Australian capital city to Vancouver, Canada;
 - all airport and airline taxes;
 - · return private car transfers from the airport to accommodation in Whistler;
 - · 6 nights 4-star accommodation in Whistler (2x twin share rooms or family share room);
 - 5-day Whistler / Blackcomb Ski pass for 4 people;
 - 5 days equipment (skis, boots and poles) and clothing hire (jacket and pants) for 4 people; and
 - · AUD \$1000 spending money for the winner.
- **4. New Zealand -** a trip for four (4) people to Queenstown, New Zealand (valued at up to AUD \$29,000, depending on date and point of departure) this prize includes:
 - · return economy airfares for 4 people from the winner's nearest Australian capital city to Queenstown, NZ;
 - · all airport and airlines taxes;
 - return private car transfers from the airport to accommodation in Queenstown, and then to Matakauri Lodge;
 - · 3 nights 4-star accommodation in Queenstown (2x twin share rooms);
 - explore the majestic glaciers of Milford Sounds on a 2.5 hour helicopter flight from Queenstown with a glacier landing for 4 people;
 - white water rafting experience down the picturesque Kawarau River for 4 people;
 - 3 nights 5-star luxury accommodation at Matakauri Lodge (2 x lodge rooms);
 - · daily breakfast; and
 - AUD \$1000 spending money for the winner.



Major Prize Details

- **5. Caribbean -** a trip for four (4) people to the Caribbean (valued at up to AUD \$31,000, depending on date and point of departure) this prize includes:
 - return economy airfares for 4 people from the winner's nearest Australian capital city to Miami, USA;
 - · all airport and airlines taxes;
 - · return private car transfers from the airport to accommodation in Miami;
 - 3 nights 4-star accommodation in Miami (2x twin share rooms);
 - · 2 hour private airboat tour of the Everglades in Miami, for 4 people;
 - return private car transfers from accommodation to the cruise port;
 - 6 nights Caribbean Cruise aboard Royal Caribbean (2x balcony cabins), departing either Fort Lauderdale or Miami (depending on availability), which includes daily breakfast, lunch and dinner, and selected on-board activities; and
 - · AUD \$1000 spending money for the winner.
- **6. New York -** a trip for four (4) people to New York (valued at up to AUD \$31,500, depending on date and point of departure) this prize includes:
 - · return economy airfares for 4 people from the winner's nearest Australian capital city to New York, USA;
 - · all airport and airlines taxes;
 - · return private car transfers from the airport to accommodation in New York;
 - 7 nights 4-star accommodation in New York (2x twin share rooms);
 - · tickets for 4 people to a sporting match of the winner's choice;
 - tickets for 4 people to a Broadway show of the winner's choice;
 - · 20-minute scenic helicopter flight for 4 people;
 - explore the Museum of Natural History before the crowds on a private tour for 4 people with early entry;
 and
 - · AUD \$1000 spending money for the winner.
- **7. Fiji** a trip for four (4) people to Fiji (valued at up to AUD \$30,000, depending on date and point of departure) this prize includes:
 - return economy airfares for 4 people from winner's nearest Australian capital city to Nadi, then Savusavu;
 - · all airport and airlines taxes;
 - · return private car transfers from the airport to accommodation in Savusavu;
 - 7 nights 5-star luxury stay at Jean Michel Cousteau Resort in Savusavu, which includes all-inclusive meals (breakfast, lunch and dinner), and selected resort-based activities (i.e. snorkelling trip, yoga, kayaking, paddle boarding, tennis);
 - AUD \$1000 spending money for the winner.
- **8. South Africa** a trip for four (4) people to South Africa (valued at up to AUD \$31,500, depending on date and point of departure) this prize includes:
 - return economy airfares for 4 people from winner's nearest Australian capital city to Johannesburg, South Africa;
 - · all airport and airlines taxes;
 - · return private car transfers from the airport to accommodation;
 - 6 nights Safari Lodge accommodation in Kruger National Park (2x twin share), which includes all meals in lodge (breakfast, lunch, dinner);
 - daily morning and afternoon game drives for 4 people during the lodge stay; and
 - AUD \$1000 spending money for the winner.

All prize values are correct as at 20/03/17 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.



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Woolworths Big Night In 2017 Promotion

Prize Limitations

Minor Prizes:

- 'iPad', 'iTunes' and 'Apple TV' is a trademark of Apple Inc. Apple Inc. is not a participant in or sponsor
 of this promotion. Prizes do not include any connection or data charges these are the responsibility of
 winners
- Any ancillary costs associated with redeeming the iTunes or Netflix vouchers are not included. Any unused balance of the voucher will not be awarded as cash. Redemption of the voucher is subject to any terms and conditions of the voucher issuer including those specified on the voucher.

Major Prizes:

- All travel is subject to availability at all times and may be dependent on select seat class with airlines or specific room category availability with accommodation partner.
- Each element of a Major Prize is subject to the standard terms and conditions applicable to that prize element and the applicable third party supplier of that prize element.
- All travel is valid until 30 June 2018.
- Block out periods include 10 December 2017 to 25 January 2018, school holidays, public holidays and other peak periods.
- All bookings and documentation regarding the prize must be made via Free-2-Travel Holidays Pty Ltd
 or their agents. Redeeming the prize is conditional on acceptance of the terms and conditions of travel
 as detailed by Free-2-Travel Holidays Pty Ltd and the airline carriers in accordance with normal travel
 practices.
- Prize winners and each of their travel companions must be in possession of a valid passport with a minimum of six (6) months validity on it prior to departure.
- Prize winners are responsible for any amendments fees issued by airlines or suppliers once booking is confirmed and ticketed.
- Visas, valid passports, additional spending money, meals (other than those specifically included) and
 any other ancillary costs (including but not limited to insurance and any applicable insurance excesses),
 not specifically listed in the Major Prize package descriptions above are the responsibility of the winners
 and their travel companion as incurred.
- It is the responsibility of the prize winners and their travel companions to organise transport to and from the Australian airport.
- · Prize winners and their travel companions must have valid travel insurance for their period of travel.
- If a travel companion is under the age of 18, a nominated parent/guardian must accompany that person during the entire duration of the Major Prize travel. Participation by a person under the age of 18, in any element of the Major Prize, is subject to relevant rules, restrictions and laws which apply (in respect of persons under the age of 18) to that element of the Major Prize. Additionally, as a condition of accepting the Major Prize, the nominated parent/guardian may be required to sign legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion. The Promoter reserves the right to request a winner's travel companion to produce, within the requested time, appropriate photo identification or other documentation (to the Promoter's satisfaction, in its sole discretion) in order to confirm the travel companion's identity and age before issuing a Major Prize.
- Prize winners and their travel companions must depart from and return to the same departure point and travel together.
- · Itinerary to be determined by the Promoter in its absolute discretion.
- Frequent flyer points will not form part of the prize.
- · Prize winners may be required to present their credit card at time of accommodation check in.

Prize Delivery

Minor Prizes will be delivered to the winner(s) within 28 days of the close of the Promotional Period. The prize will be delivered in Australia only.

Notification of Winners

Winners will be notified in writing by email within two (2) business days of the applicable draw.

Winners will be published online on the Promotion Website woolworths.com.au/BNI, for a minimum 28 days, from the dates specified in the tables in the 'Minor Prize Draws' and 'Major Prize Draws' sections above. Any SA winners of a prize valued at over \$250 will also have their name and address published in The Advertiser on the dates specified in the tables in the 'Minor Prize Draws' and 'Major Prize Draws' sections above.



Total Prize Pool Value	Total prize pool value is up to AUD \$348,868 . Prize values of Major Prizes (included in the total prize pool) are correct as at 20/03/17, 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.
Second Chance	If any prize is unclaimed, a second chance draw will be held on 3 November 2017 at the same time and place as the original draw, subject to any directions from a regulatory authority.
Draw	Winners will be notified in writing by email within two (2) business days of the second chance draw (if applicable). Winners will be published online on the Promotion Website woolworths.com.au/BNI from 10 November 2017. Any SA winners of a prize valued at over \$250 from SA, will also have their name and address published in <i>The Advertiser</i> on 10 November 2017.
Permit Numbers	Authorised under Permit numbers: NSW LTPS/17/13007 ACT TP17/00596 SA T17/543
Promoter	Woolworths Limited (ABN 88 000 014 675) of 1 Woolworths Way, Bella Vista NSW 2153

Participating Brands Schedule

Brand
Arnott's, V8
Loacker
Oreo, BelVita
CC's, Thins, Kettle, The Natural Chip Company, Cheezels, Samboy, Jumpy's, French Fries, Hooplas, Windsors, Chickadees
Smiths, Red Rock Deli, Doritos, Twistees, Burger Rings, Grain Waves, Sun Bites, Cheetos, Parkers, Nobbys, Cool Pak, Sakata
Tyrells
Majans, Infuzions
Pringles
Cadbury, The Natural Confectionery Company, Pascall
Mars, M&Ms, Malteaser, Twix, Snickers, Milky Way, Bounty, Pods, Celebrations
Lindt
Ferrero, Tic Tac, Kinder
Pepsi, Pepsi Max, Pepsi Next, Sunkist, Schweppes, Solo, Gatorade, Frantelle, Spring Valley, Cool Ridge, Mountain Dew, Real Iced Tea, Pop Tops, Cottees, LQD, Smart Juice, Voss, Woodroofes, G Active
V Energy, Maximus, Ribenna, Ovi, MiZone
Bundaberg
Fox Studio DVD
Maxibon
Vodafone
Philadelphia

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 15;
- **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. Unless specifically stated otherwise in the 'Key Terms', 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.
- 3. 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.
- 4. 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.
- **5.** 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.
- **6.** 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.
- 7. 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.
- 8. 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.
- **9.** 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.
- **10.** The Promotershall not beliable 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).

- 11. 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.
- **12.** 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.
- **13.** 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.
- **14.** 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.
- 15. 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.
- 16. 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.
- 17. These conditions are governed by the laws of New South Wales, and where applicable, each of the relevant States/Territories.
- 18. The Promoter is Woolworths Limited (ABN 88 000 014 675) of 1 Woolworths Way, Bella Vista NSW 2153.