

TCN Multi-Choice Gift Card 2024 Promotion Terms & Conditions ("Conditions of Entry")

Schedule	
Promotion:	TCN Multi-Choice Gift Card 2024 Promotion
Promoter:	Incomm Australia & New Zealand Pty Ltd ABN 31 125 567 357, 250-254 Swan St, Richmond, VIC 3121, Australia. Ph: 1300 375 346 For any inquiries regarding this Promotion, please contact the Promoter at multichoicewardspromo@kopromotions.com.au or on 1300 375 346
Promotional Period:	Start date: 07/08/24 at 12:01 am AEST End date: 20/08/24 at 11:59 pm AEST <i>There is a capped amount of 5 prizes awarded per day throughout the Promotional Period.</i>
Eligible entrants:	Entry is only open to Australian residents who are 18 years and over.
How to Enter:	To enter the Promotion, the entrant must complete the following steps during the Promotional Period: a) purchase any TCN Multi-Choice gift card from participating Woolworths, Woolworths Metro and MetroGo stores (excluding online, MILKRUN, Everyday Market in Australia ("Participating Venues"); and b) visit multichoicewardscompetition.com.au, follow the prompts to the Promotion entry page; and fully complete and submit the online entry form with their personal details (first name, last name, email address, mobile number and state/territory of residence) and proof of purchase (original paper receipt and activation slip). The winners will be notified immediately on screen upon entry form submission, subject to verification. Proof of purchase: The entrant must retain proof of purchase. The proof of purchase required is an original paper receipt and activation slip. The entrant must fill out the online entry form for every entry.
Entries permitted:	Multiple entries permitted subject to the following: (a) only one (1) entry can be submitted per transaction; (b) limit five (5) entries permitted per person per day; and (c) maximum of one (1) prize per person (excludes SA residents). By completing the entry method, the entrant will receive one (1) entry.
Total Prize Pool:	AUD \$14,000.00

Prize Description	Number of this prize	Value (per prize)	Winning Method
The prize is a \$200 digital TCN Gift Multi-Choice gift card.	70 (5 per day)	AUD\$200.00	Instant Win
Prize Conditions:	Any ancillary costs associated with redeeming the gift card are not included. Any unused balance of the gift card will not be awarded as cash. Redemption of the gift card is subject to any terms and conditions of the issuer including those specified on the gift card.		

Winner notification:	The winners will be notified on screen upon entry form submission, subject to verification. The prize will be emailed to each winner within seven (7) business days with instructions on how the prize can be collected.
Unclaimed prizes:	A second chance draw will be held for any unclaimed instant win prizes. The draw will be held at KollwitzOwen, 10-20 Gwynne Street, SE251, Cremorne VIC 3121, Australia on 20/10/24 at 02:00 pm AEST. The winners will be contacted by email within seven (7) business days of the second chance draw.

1. The entrant agrees and acknowledges that they have read these Conditions of Entry (including the Schedule on the previous page) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (including the Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Valid and eligible entries will be accepted during the Promotional Period.
4. Employees (and their immediate family members) of the Participating Venues, agencies/companies directly associated with the conduct of this Promotion, the Promoter, businesses involved in determination of winner/s for the Promotion, businesses involved in the management of the Promotion, any organisation benefiting from the Promotion, the Promoter's distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" 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.

5. Instant Win:

- a) Winners will be randomly determined at the time of entry and will be notified immediately if they have won on screen upon entry form submission, subject to verification.
 - b) Quality control errors will not invalidate an otherwise valid prize claim.
 - c) Unless otherwise due to fraud or ineligibility under these Conditions of Entry, all prize claims in excess of the advertised prize pool will be honoured. Any unawarded instant win prizes that are part of the advertised total prize pool will be awarded in the second chance draw.
 - d) Instant win game materials void if stolen, forged, mutilated or tampered with in any way.
6. All reasonable attempts will be made to contact each winner using the contact details that the winner submitted in their entry form. Winners' names will not be published.
 7. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize within a reasonable time, as specified by the Promoter, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize.
 8. Where entry is allowed by purchase or subscription, the cost of the product or service is no greater than the cost would be without the opportunity to participate in the Promotion.
 9. Entrants must keep their proof of purchase specified in the 'How to Enter' section for each entry as proof of purchase ("Proof of Purchase"). If an entrant fails to produce the Proof of Purchase for a specific entry or each entry, as and when requested by the Promoter, the Promoter has the right to invalidate the entrant's respective entry/entries for which Proof of Purchase cannot be provided and/or all entries submitted by that entrant and/or forfeit the entrant's right to a prize. Purchase receipt(s) must clearly specify: (a) the store of purchase as a Participating Venue; (b) the required product/s or service/s to be purchased for entry; and (c) that the purchase was made during the Promotional Period and prior to entry form submission.
 10. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
 11. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and specification, subject to any written directions of a regulatory authority.
 12. No entry fee is charged by the Promoter to enter the Promotion. Where entry is allowed online, there is no additional cost to enter the Promotion other than any cost paid by the entrant to access the website or social media platform of entry via their Internet service provider.
 13. Each prize will be awarded to the person named in the entry and any entry that is made on behalf of an entrant or by a third party will be invalid. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
 14. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting

the entrant electronically. The Promoter will handle personal information in accordance with its privacy policy which is located at www.incomm.com/wp-content/uploads/2022/06/AustraliaPrivacyPolicy-22.6.22FINAL.pdf. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion.

15. It is a condition of accepting the prize that a winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize.
16. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry in the event of any inconsistency. To the extent permitted by law the Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
17. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights that cannot lawfully be excluded ("Non-Excludable Guarantees") under any applicable law including the Competition and Consumer Act 2010 (Cth) and any equivalent state or territory legislation ("Australian Consumer Law").
18. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.
19. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrants' details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
20. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion or claiming a prize, the Promoter will resolve the dispute in direct consultation with the entrant. If the dispute cannot be resolved the Promoter's decision will be final provided the Promoter has acted reasonably and in compliance with all applicable laws.
21. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using or misusing any prize. For the sake of clarity, this clause shall not apply where the Promoter has contributed to or caused such loss, expense, damage, personal injury or death and shall not apply to any liability which cannot be excluded by law including the Non-Excludable Guarantees (in each case the Promoter's liability is limited to the minimum allowable by law).
22. The winner(s) will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
23. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
24. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.

25. Authorised under: ACT Permit No. TP 24/01473, NSW Authority No. TP/03600 and SA Permit No. T24/1034.