## "FOODLAND'S MIGHTY MILLIONS GIVEAWAY"

#### **TERMS AND CONDITIONS**

- 1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this Promotion is deemed acceptance of these Terms and Conditions, including the Privacy Policy.
- 2. The Promoter is Foodland Promotions, ABN 85 528 062 001. 191 Flinders Street, Adelaide South Australia, 5000, referred to herein as Foodland ("Promoter").
- 3. The Promotion is administered by TLC Marketing Worldwide Australia & NZ Pty Ltd, ABN 75 622 802 180, Level 28, 161 Castlereagh Street, Sydney, NSW 2000, ("TLC"). All correspondence regarding this Promotion should be directed to this address.
- 4. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to all Terms and Conditions. Parents/guardians may be required by the Promoter to enter a further agreement as evidence of consent to enter this Promotion.
- 5. Employees (and their immediate families) of the Promoters, participating Foodland Supermarkets, and agencies associated with this Promotion are ineligible to enter. Immediate family means any of the following: parent, sibling, child, or spouse.
- 6. If any Promotion Winner is not an Eligible Entrant (defined below), the prize will be deemed forfeited.
- 7. The Promoter and TLC reserve the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age, and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process.
- 8. Errors and omissions may be accepted at the Promoter and TLC discretion. Failure by the Promoter and TLC to enforce any of their rights at any stage does not constitute a waiver of those rights. Incomplete, indecipherable, or illegible entries will be deemed invalid.
- 9. Promotion commences at 12.01 am (local time) on 2/11/2022 and ends on 16/05/2023.

# Key Dates:

- The Promotion is open for Qualifying Purchases (defined below) made between 12.01 am (ACST) on 2/11/2022 and 11.59 pm (ACST) on 2/05/2023\* ("Purchase Period").
- The Registration Period opens at 12.01 am (ACST) on 2/11/2022 and closes 11.59 pm (ACST) on 16/05/2023 ("Registration Period").
- All reward access codes will be valid for 12 months upon issue or by 20/04/2024, whichever
  is sooner.
- All reward vouchers will be valid until 4/5/2024, unless otherwise specified.

#### **HOW TO ENTER**

- 1. To be eligible to enter, customers must download and register a profile on the Foodland App; During the promotional period, spend \$30 or more (excluding tobacco, gift cards & commission sales such as phone re-charge, dry cleaning & continuity sales) in one transaction inclusive of a specially marked product at any participating Foodland Supermarket within the purchase period to receive a reward entry. Between 8/02/23 and 16/05/23 customers who download and register a new profile on the Foodland App will receive a bonus reward entry.
- 2. To sign up to the Foodland App:
  - Visit: The Apple Store or Google Play, download and install the Foodland App on your mobile
  - Follow the prompts to complete your registration
  - Once verified\*, a barcode with a Foodland user ID will be stored in your App for you to make your qualifying purchase
- 3. Customers with an existing Foodland App profile must:
  - Login to your Foodland App account before making a qualifying purchase
  - Scan your Foodland user ID/ Barcode after making a qualifying purchase instore

- At the checkout, scan the promotional QR code shown by the staff or displayed in store with your Foodland App scanner, a coupon\*\* with the Promotion details will be stored in the "coupons" section of the App
- For new app downloads / profiles, a coupon is visible in the coupon section of the app
- When ready to enter, follow the instructions from the Foodland App to reveal one (1) randomly allocated prize.
  - \*\*Each coupon can be used to reveal a randomly allocated prize.
- 4. Entries will only be considered if the fields within the advertised Promotional website (within the App) are completed in full including a unique code and the entries are received during the Registration Period as detailed.
- 5. Entrants who perform the above steps ("Eligible Entrant") will be notified on screen which randomly allocated prize they have won. A Registration Confirmation email of the prize together with a reward access code and details on how to redeem will be sent to the email address provided by the Eligible Entrant on the entry form within 3 business days. If customers do not receive the email within 3 business days, please check the junk mail folder for an email from contact@mightymillionsgiveaway.com.au
- 6. All reward access codes will be valid for 12 months from the date of issue, or by 20/04/2024 whichever is sooner.
- 7. All reward vouchers will be valid until 4/5/2024 unless specified otherwise\*.

\*IMPORTANT: all Cinema eVouchers will be valid for 48 hours only upon issue, please only use your

reward access code to redeem it when you are ready to book your movie session in the next 48 hours.

- 8. Multiple entries are permitted, subject to the following: (a) only one (1) entry permitted per eligible receipt; and (b) each entry must be submitted separately; and (c) maximum of one (1) claim per day per customer; and (d) the same Unique Code cannot be used more than once and (d) in accordance with entry requirements.
- 9. The randomly allocated prizes are one (1) of fourteen (14) featured reward vouchers, valued at up to \$50. The total Promotion prize pool value is over \$20 million and will be made up of the following prize pool:

| Prize                                  | Value of Each | Max number of prizes | Total Max prize value |
|--|---------------|----------------------|-----------------------|
| Zoo & Aquarium \$20 Voucher            | \$20          | 141,500              | \$2,830,000           |
| Zoo & Aquarium \$50 Voucher            | \$50          | 200                  | \$10,000              |
| Adrenaline \$20 Voucher                | \$20          | 141,500              | \$2,830,000           |
| Adrenaline \$50 Voucher                | \$50          | 200                  | \$10,000              |
| Watersport \$20 Voucher                | \$20          | 141,500              | \$2,830,000           |
| Watersport \$50 Voucher                | \$50          | 200                  | \$10,000              |
| Sports \$20 Voucher                    | \$20          | 141,500              | \$2,830,000           |
| Sports \$50 Voucher                    | \$50          | 200                  | \$10,000              |
| Leisure \$20 Voucher                   | \$20          | 141,500              | \$2,830,000           |
| Leisure \$50 Voucher                   | \$50          | 200                  | \$10,000              |
| Discovery Park \$20 Voucher            | \$20          | 141,500              | \$2,830,000           |
| Discovery Park \$50 Voucher            | \$50          | 200                  | \$10,000              |
| Free Yoga Class by Yogahive            | \$20          | 41,500               | \$830,000             |
| Free Online Yoga Classes by Yogaia App | \$24          | 100,000              | \$2,500,000           |
| Movie Voucher                          | \$24          | 8,300                | \$199,200             |
|  | Total         | 1,000,000            | \$20,569,200          |

- 10. A total of up to 1,000,000 vouchers can be claimed during the Promotional period. All rewards are subject to the Promotional Partner Terms and Conditions. (Outlined in Schedule 1)
- 11. Prizes will be randomly allocated. Once the unique code is submitted to the Promotional website via the Foodland App, the reward is revealed, and a confirmation email with a reward access code and details on how to redeem the reward voucher will then be sent to the customers via email from contact@mightymillionsgiveaway.com.au
- 12. Redemption of codes is available online only and therefore access to the internet is required to participate in this Promotion. Any cost associated with accessing the Promotional website via the Foodland App is the Entrant's sole responsibility and is dependent on the Internet service provider used by the Entrant.
- 13. Prizes, or any unused portion of a prize, are not transferable or exchangeable, and the Promotion Winners are advised that tax implications may arise from their Promotion winnings, and they should seek independent financial advice prior to the acceptance of a prize.
- 14. The Reward is subject to availability. If the Reward is unavailable, for whatever reason, Promoter and TLC reserves the right to withdraw or substitute the Reward for a reward of equal value and/or specification, subject to any written directions from a regulatory authority.
- 15. Each entrant consents to the Promoter and TLC using (or permitting authorised third parties to use) the entrant's name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period of time without remuneration for the purpose of promoting this Promotion (including any outcome), the Promoter or TLC and or products/services supplied by the Promoter or TLC.
- 16. If this Promotion 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 and TLC, the Promoter and TLC reserve the right, in their sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate, or cancel the Promotion, as appropriate.
- 17. Except for any liability that cannot be excluded by law, the Promoter and TLC (including their officers, employees and agents) exclude 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 Promotion, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter and TLC's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, stolen, altered, damaged or misdirected (whether or not after their receipt by the Promoter and TLC) due to any reason beyond the reasonable control of the Promoter and TLC; (d) any variation in prize value to that stated in these Terms and Conditions; or (e) participation in/use of the prize.
- 18. In the event of war, terrorism, pandemic, state of emergency or disaster, the Promoter and TLC reserve the right to cancel, terminate, modify, or suspend the Promotion, subject to any written directions from a relevant regulatory authority.
- 19. All Promotions and offers are subjected to a set of Terms and Conditions, which the Promotor or TLC reserve the right to vary without prior notice. The right to amend Terms and Conditions includes changing the definition of a qualified purchase, terminating the offer before stated validity date, changing the details of the Promotion or offer or any other changes.
- 20. The Promotional Website may contain links to other websites ("Linked Sites"), including Promotional Partner Websites. The Promoter or TLC is not responsible for the content of any Linked Sites, whether or not the Promoter or TLC is affiliated with the Linked Sites. The Promoter or TLC does not in any way endorse any Linked Sites and is not responsible for the quality or delivery of any products or services offered, accessed, or advertised by such Linked Sites. To the extent that these Linked Sites collect personal information or postings from Entrants, the Promoter and TLC shall bear no responsibility or liability for the manner in which such information or postings are used or exploited. The Linked Sites are for Entrants' convenience only and Entrants agree to access them at their own risk.
- 21. Should a Qualified Entrant's contact details change during the Promotion, it is the Entrants' responsibility to notify TLC on 1800 841 695 between the hours of 9:30 am (AEST) and 5:00 pm (AEST) or email contact@mightymillionsgiveaway.com.au during the Promotional Period (inclusive)

Monday to Friday except for Public Holidays in NSW. A request to access or modify any information provided in claim/entry should be directed to TLC.

- 22. In the event that for any reason whatsoever a Qualified Entrant does not take or claim a Reward (or an element of a Reward) at or by the time stipulated by the Promoter or TLC, then that Reward (or that element of the Reward) will be forfeited, and cash will not be awarded in lieu of that Reward (or element of the Reward).
- 23. The Promoter and TLC are bound by the Australian Privacy Principles contained in the Privacy Act 1988 (Cth). The Promoter and TLC collect personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, as otherwise required by law, including to any Australian regulatory authority. Entry is conditional on providing this information, and if entrants do not provide the information requested, they may not be able to enter the Promotion. The Promoter and TLC will not transfer the entrant's personal information overseas, except upon the entrant's request, or if the Promoter and TLC are permitted or authorised to do so by law.
- 24. Personal information (PI) is being collected by the Promoter and TLC in order to conduct this Promotion. For this purpose, the Promoter and TLC may disclose PI to third parties, including but not limited to their employees, agents, contractors, service providers, suppliers and, as required to under any applicable law, to regulatory authorities. Participation is conditional on a claimant providing the Promoter and TLC this PI. TLC will use and handle personal information as set out in its Privacy Policy, which can be viewed at https://www.tlcmarketing.com/australasia/legals/. The Promoter will also use, and handle PI as set out in its Privacy Policy, which can be viewed at https://www.foodlandsa.com.au/privacy-policy/. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Each Privacy Policy also contains information about how Qualified Entrant may opt out, access, update or correct their PI, how Qualified Entrant may complain about the treatment of their PI, and how those complaints will be dealt with, subject to the consent that a claimant provides above at clause 24 above. The Promoter and TLC may disclose personal information to entities outside of Australia (for a list of countries, see the Promoter's or TLC's Privacy Policies).
- 25. The Promoter may for an indefinite period, unless otherwise specified, use the personal information for Promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. If an entrant wishes not to receive information from the Promoter, they can 'opt-out' by clicking on the 'unsubscribe' link at the bottom of the email or phoning the Promoters on (08) 8351 9233 or by emailing customer support@foodlandsa.com.au. All entries become the property of the Promoter.
- 26. HELPLINE: Customers may call the Promotion Helpline on 1800 841 695 between the hours of 9:30 am (AEST) and 5:00 pm (AEST) or email contact@mightymillionsgiveaway.com.au during the Promotional Period (inclusive) Monday to Friday except for Public Holidays in NSW.
- 27. Authorised under: SA Licence No. T22/1535.

#### Schedule 1 – Rewards Terms and Conditions

# Random Allocated Rewards: Zoo & Aquarium/Adrenaline/ Watersport/Sports/Leisure and Theme Park voucher

- 1. The Promotional Partner for the Reward Voucher is TLC Marketing Worldwide Australia & NZ Pty Ltd (ABN 75 622 802 180) ("TLC").
- 2. A Reward Voucher entitles the winner to one (1) \$20 or \$50 off the specified activity to a participating venue, subject to the terms stated here.
- 3. The last date to redeem any experience is 12 months from the date of voucher issue, or by 4/5/2024, whichever is sooner.
- 4. The claimant is required to present the Voucher on the day of usage. Each Voucher is non-cumulative, cannot be used in conjunction with any other offer, cannot be redeemed for cash and is not for resale. No duplications of Vouchers will be accepted.
- 5. Only one Voucher can be used per transaction/booking at the selected venue.
- 6. Only one (1) Voucher may be used per group per venue. Participating venues may not allow multiple members of a group to redeem their Vouchers at the same time.
- 7. Additional restrictions on validity, age and height restrictions may apply please check with the chosen participating venue. The claimants acknowledge that a prize may involve a dangerous activity, which may result in injury or death, and participate at their own risk.
- 8. The participating venue in their absolute discretion, reserve the right to refuse to allow the claimants to take part in any or all aspects of a prize if they reasonably believe the claimants pose a safety risk or for any other reason.
- 9. Use of Reward Voucher are subject to availability at participating venues and their use may be limited during public and school holidays and other peak periods.
- 10. Any disputes between claimants pertaining to the use of the Reward Voucher are strictly between the claimant and the Participating venue.
- 11. If the prize (or part of the prize) is unavailable, the Promoter and TLC, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
- 12. The Promoter, TLC or the Participating Outlet shall not be liable for any claim, loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for personal injury which is suffered or sustained, except for any liability which cannot be excluded by law and the user of the Reward Voucher indemnifies the Promoter or TLC and the Participating Outlet in relation to any claim, loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury which is suffered or sustained.
- 13. TLC, its respective agents and distributors do not make any contractual promise or representation regarding the quality and/or availability of the products/services offered by the participation venue and cannot be held liable for any resulting personal loss or damage.

#### Random Allocated Rewards: Cinema eVoucher

- 1. The Promotional Partner for the Cinema eVoucher is The Greater Union Organisation Pty Ltd (ABN 99 000 024 439).
- 2. Each Cinema eVoucher entitles the holder to one Adult or Student admission to any Original session at Event Cinemas, BCC, GU Film House, Greater Union or Village Cinemas.
- 3. The Cinema eVoucher is not valid for use from 5 pm on Saturdays.
- 4. The Cinema eVoucher will expire on the date indicated in the confirmation email upon issue. No date extensions are available. No change was given. Vouchers are non-refundable and cannot be exchanged for cash. No change was given.
- 5. The Cinema eVoucher is to be exchanged for a movie ticket at participating cinema and is valid for standard 2D movie screenings. Use eVoucher to book online at eventcinemas.com.au or villagecinemas.com.au (booking fees apply), or present your eVoucher at the cinema box office

- 6. This eVoucher does not guarantee or reserve a seat seating is subject to availability. Online booking fees apply.
- 7. Surcharges apply to upgrade to V-Max or 3D screenings and must be paid at the time of redeeming the eVoucher. 3D glasses are sold separately.
- 8. This eVoucher cannot be redeemed for Gold Class, Premium Seating concepts, 4DX, Boutique, Event Junior, Movie Marathons, Chicks At The Flicks, group bookings or any sessions classified as festivals, alternate content or special events including but not limited to foreign films.
- 9. Not valid for use at Skyline Drive-In, Moonlight Cinema.
- 10. This eVoucher cannot be used in conjunction with any other special or offer.
- 11. For full Terms and Conditions and your local cinema information, visit www.eventcinemas.com.au

## Random Allocated Rewards: Free Yoga Class by Yogahive

- 1. The Promotional Partner for the Free Yoga Class is YogaHive Collective Pty Ltd (ABN 63 610 473) ("YogaHive").
- 2. The Free Yoga Class entitles the customer to one (1) free yoga class at participating venues.
- 3. Once the Reward Code is activated, claimant will receive the YogaHive Voucher and is required to redeem by booking in a class within 3 calendar days.
- 4. To redeem the Free Yoga Class: customers create an account via www.yogahive.com.au, chooses to purchase a 1(One) class of YogaHive Pass on their dashboard by uploading the voucher code and clicking Apply. A class can then be booked for free.
- 5. Classes may be conducted either in the Studio or Online depending on venue chosen.
- 6. Customers can use a maximum of One (1) YogaHive Pass per studio.
- 7. YogaHive passes are easily transferable to friends and family by logging in to www.yogahive.com.au
- 8. All venues require advance bookings and may be limited for use at certain times, please check the venues terms and conditions before you visit your chosen venue.
- 9. Free Yoga Class cannot be used in conjunction with any other offer or Voucher. This reward has no cash value and is not for resale.
- 10. Free Yoga Class codes must be redeemed on the partner website www.yogahive.com.au which can be found following the instructions in the email containing the yoga code.
- 11. Entry conditions, session times and classes may vary from venue to venue. Customers should check with their chosen venue regarding minimum age restrictions, what to bring etc.
- 12. All Free Yoga Class are issued for a group activity unless otherwise stated.
- 13. The Promoter, TLC or the Participating Outlets shall not be liable for any claim, loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for personal injury which is suffered or sustained, except for any liability which cannot be excluded by law and the user of the Free Yoga Class indemnifies the Promoter and the Participating Outlet in relation to any claim, loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury which is suffered or sustained.
- 14. Any disputes between claimants pertaining to the use of Free Yoga Class are strictly between the claimant and the promotional partner.
- 15. TLC, its respective agents and distributors do not make any contractual promise or representation regarding the quality and/or availability of the services offered by the venues and cannot be held liable for any resulting personal loss or damage

### Random Allocated Rewards: Free Online Yoga Classes by Yogaia App

- 1. The Promotional Partner for the Free Online Yoga Classes is Yogaia App Premium Membership is Yogaia (This is a Finland registered company, Business ID: FI25751206) ("Yogaia").
- 2. Each One Month Free Yogaia App Premium Membership comprises of one (1) month unlimited access from date of registration to live and on-demand yoga, workout and mindfulness classes, valued at AUD\$50.
- 3. Customers who received One Month Free Yogaia App Premium Membership will receive a Reward voucher code and a link to register to Yogaia using their email address or Facebook. Customer is required to enter in their credit card details on registration.
- 4. The users can cancel online at any time during the free trial i.e. customer can cancel immediately and still enjoy the one month free access. If they do not cancel the membership, it is automatically renewed and they will be charged \$24.99/month.
- 5. Each One Month Free Yogaia App Premium Membership is valid for new Yogaia members only.
- 6. Each One Month Free Yogaia App Premium Membership cannot be used in conjunction with any other offer. This reward is for single use only, it has no cash value and is not for resale.
- 7. Any disputes between claimants pertaining to the use of the One Month Free Yogaia App Premium Membership are strictly between the claimant and the promotional partner. TLC, its respective agents and distributors do not make any contractual promise or representation regarding the quality and/or availability of the products offered by the promotional partners and cannot be held liable for any resulting personal loss or damage.