"YOPLAIT EVERYONE WINS" PROMOTION

TERMS AND CONDITIONS

- 1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
- 2. The Promoter is Bega Dairy and Drinks (BDD Australia Pty Ltd) (ABN 68 083 019 390) of 737 Bourke Street, Docklands VIC 3008, telephone 1800 000 570
- 3. Entry is only open to Australian residents aged 18 years or over.
- 4. Employees (and their immediate families) of the Promoter, Participating Retailers (as defined below) and agencies associated with this promotion are ineligible to enter. Immediate family 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. Entries into the promotion open on 9:00am AEDST 28/09/2022 and close at 11:59pm AEDST on 25/10/2022 ("**Promotional Period**").
- 6. To be eligible to enter, individuals must purchase, in a single transaction, any participating Yoplait Yoghurt (1KG Yoplait Vanilla Yoghurt, 1KG Yoplait Mango Yoghurt, 1KG Yoplait Strawberry Yoghurt, 1KG Yoplait Passionfruit Yoghurt, 1KG Yoplait Zero French Vanilla Yoghurt, 1KG Yoplait Zero Strawberry Yoghurt) ("Eligible Products") from a Participating Retailer during the Promotional Period ("Qualifying Purchase"). A participating retailer is any Coles supermarket (Coles Express stores are not included) in Australia that stocks the Eligible Products and displays advertising material featuring this promotion and the Coles online store ("Participating Retailer"). Upon completing their Qualifying Purchase, in the event a purchase receipt is not automatically provided to them by a staff member, it is the individual's responsibility to request one.
- 7. To enter, individuals must then visit www.WinWithYoplait.com.au, follow the prompts to the promotion entry page, input the requested details (including their full name, mobile phone number, a valid email address and residential address), upload a copy of their purchase receipt when prompted (clearly showing their Qualifying Purchase) and submit the fully completed entry form during the Promotional Period.
- 8. Upon submitting their entry individuals will be notified instantly on screen, in writing, whether or not they have provisionally won an instant prize. All provisional instant winners are subject to verification. Upon verification, winners will be sent their prize via email. Any winners residing in ACT will have their names published at www.winwithYoplait.com.au from 28/10/2022.
- 9. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per Qualifying Purchase (regardless of the number of Eligible Products purchased in a transaction); (b) each entry must be submitted separately and in accordance with entry requirements; and (c) a maximum of one (1) entry per person per calendar week during the Promotional Period is permitted.
- 10. Entrants must retain a copy of their purchase receipt(s) 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) must clearly specify the details of the Qualifying Purchase, including the Eligible Products purchased, the purchase price of the Eligible Products, the Participating Retailer, the date and time of the Qualifying Purchase, the receipt number, and that payment for the Qualifying Purchase has been received by the Participating Retailer in full. If the Qualifying Purchase is missing any of this information, or if it is illegible or indecipherable, it will result in invalidation of an entrant's entry. If the same receipt for a Qualifying Purchase is used multiple times to enter the promotion, the Promoter will render ALL of the entrant's entries as invalid.

- 11. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- 12. Incomplete or indecipherable entries will be deemed invalid.
- 13. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
- 14. The Promoter's decision is final and no correspondence will be entered into.
- 15. Instant win prizes available to be won:
 - A voucher code redeemable for one (1) game of bowling at Zone Bowling (valued at up to \$18.90);
 - A voucher code redeemable for thirty (30) minutes of time play at Timezone (valued at \$20);
 - \$5 Card Gift Voucher Code;
 - \$10 Card.Gift Voucher Code;
 \$20 Card.Gift Voucher Code; and
 - \$40 Card.Gift Voucher Code.
- 16. Every entry received will win a prize with winners determined via random electronic draw. Prizes will be awarded randomly throughout the Promotional Period, based on the number of entrants and in accordance with the following ratio:

-	One (1) game of bowling at Zone Bowling	30%
-	Thirty (30) minutes of time play at Timezone	30%
-	\$5 Card.Gift Voucher Code	30%
-	\$10 Card.Gift Voucher Code	5%
-	\$20 Card.Gift Voucher Code	3%
-	\$40 Card.Gift Voucher Code	2%

17. Any ancillary costs associated with redeeming a prize is not included. Any unused balance of a prize will not be awarded as cash. Redemption of a prize is subject to any terms and conditions of the issuer.

- 18. Card.Gift Voucher Codes will have a minimum of 5 months validity and expire on 26/04/23. Voucher Codes are redeemable for a selection of eGift Cards available at Card.Gift. No change given. The onus is on the holder to use the Voucher Code on or before the specified expiry date. Voucher Codes will not be extended, replaced or exchanged and are invalid without an expiry date. Voucher Codes cannot be sold or exchanged without the prior written permission of the TCN Group Pty Ltd (TCN). Any use of the Card.Gift name, images or logos must have the prior written consent of TCN. Information may be disclosed to third parties about the Voucher Code, or transactions made with the Voucher Code, whenever allowed by law, and also where necessary to operate the Voucher Code and process transactions. A full privacy policy can be viewed at https://thecardnetwork.com.au/pages/privacy-policy. TCN reserve the right to change any terms contained in these Terms & Conditions at any time. For full Terms and Conditions please see https://card.gift/page/terms-of-service
- 19. Each Zone Bowling voucher code is redeemable online via the www.zonebowling.com website for one game of bowling which must be booked and played on or before 31 December 2022. Only one voucher code may be used per online booking and voucher codes cannot be used in conjunction with any other offer. Entry to Zone Bowling venues is subject to the terms and conditions published at www.zonebowling.com/terms-conditions.
- 20. Each Timezone voucher code is redeemable in any Timezone venue for 30 minutes of timeplay on red and yellow card reader games. No Timezone Powertickets will be awarded during time play. Only one voucher code redemption is permitted per group and voucher codes cannot be used in conjunction with any other offer. Entry to Timezone venues is subject to the terms and conditions published at www.timezonegames.com/en-au/terms-and-conditions.
- 21. Subject to the unclaimed prize draw clause, if for any reason a winner does not redeem a prize by the time stipulated by the Promoter, then the prize will be forfeited.
- 22. If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
- 23. Depending on the total number of entrants, the total prize pool is expected to be a maximum of up to \$4,692,074.64
- 24. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
- 25. A draw for any instant win prizes that are won, but not claimed, may take place at 389/44 Lakeview Drive Scoresby VIC 3179 at 3:00pm AEDST on 27/01/2023, subject to any directions from a regulatory authority. Winners, if any, will be notified in writing within two (2) business days of the draw and their names will be published at www.WinWithYoplait.com.au from 31/01/2023.
- 26. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
- 27. 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, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its 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.

- 28. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
- 29. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
- 30. Quality control errors will not invalidate an otherwise valid prize claim. Unless otherwise due to fraud or ineligibility under these Terms and Conditions, all prize claims in excess of the advertised prize pool will be honoured. Any instant win prizes that are part of the advertised total prize pool that are won but remain unclaimed will be awarded in the unclaimed prize draw.
- 31. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes 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.
- 32. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes 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: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of a prize.
- 33. The information provided will be used by the Promoter for the purpose of conducting this promotion. The Promoter may disclose entrants' personal information to companies and agencies connected with this promotion and to the relevant gaming authorities, and winners' names and their State/Territory of residence may be published in accordance with these Terms and Conditions and as required under relevant legislation. The Promoter's privacy policy is available on the Promoter's website https://www.begacheese.com.au/privacy-policy/. In addition to any use that may be outlined in the Promoter's Privacy Policy, if the entrant opts in at the time of entry, 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. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or

any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. Personal information may be shared overseas, see the Promoter's Privacy Policy for more details.

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