

“BABYLOVE X WOOLWORTHS INSTANT WIN PROMOTION”

TERMS AND CONDITIONS

PARTICIPATION

1. Information on how to enter the “BabyLove x Woolworths Instant Win promotion” (**Promotion**) and the prizes form part of these Terms and Conditions. By participating, entrants agree to be bound by these Terms and Conditions.
2. The promoter is Unicharm Australasia Pty Ltd (ABN 33 006 884 546), of 1 Hargrave Place, Mentone, VIC, 3194 (**Promoter**).

ELIGIBILITY

3. The Promotion is only open to individuals:
 - (a) who are Australian residents; and
 - (b) are not directors, management, or employees (and their immediate family members) of the Promoter, participating retailers or the Promoter’s agencies involved in the conduct of the Promotion, unless indicated otherwise. “**Immediate family members**” 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 first cousin.
4. “**Participating Retailer**” means any Woolworths supermarket in Australia, Woolworths Metro in Australia (excluding Ampol Woolworths MetroGo or Metro60) or via Woolworths Online at www.woolworths.com.au (excluding Everyday Market from Woolworths)

PROMOTIONAL PERIOD

5. The purchase period commences at 12.01 am AEST on 3 May 2023 and closes at 12 pm AEST on 30 May 2023 (**Promotional Period**). All times referenced throughout these Terms and Conditions will be based on Melbourne local time.

HOW TO ENTER

6. To enter, the eligible individual must during the Promotional Period:
 - (a) purchase any BabyLove Cosifit, Nappy Pants or SleepyNights Pants product from a Participating Retailer (**Eligible Purchase**); and
 - (b) visit www.babylovepromotions.com.au (**Website**), follow the prompts to the entry page and upload an image of their receipt with their requested details to see if they have instantly won a prize and be entered into the weekly draw.

7. The entrant's purchase receipt must clearly identify where the Eligible Purchase was made, the product/s purchased (which must be/comprise an Eligible Purchase) and the date of purchase (which must be during the Promotional Period before the entrant submitted their entry). The Promoter is not responsible if your mobile device/desktop is not sufficiently capable for the purpose of submitting an entry, including having the requisite photograph capability.
8. **Limit one (1) entry per Eligible Purchase, with a limit of five (5) entries per eligible individual.** Entrants must retain a copy of their original receipt recording their Eligible Purchase for each entry submitted.
9. Entries are recorded based on the time when the entry is received in the promotional database and not at the time entry is transmitted by the entrant. For the avoidance of doubt, entries received during each week of the Promotional Period in the weekly draws will be based on the time of entry and will roll over (excluding winning entries) to subsequent weekly draws.

INSTANT AND WEEKLY DRAW PRIZES

10. Instant win prizes will be awarded based on 1 in 6 entries will win a prize during the Promotional Period, as selected by a computerised random system at Kollwitz Owen Suite 8, 799 Springvale Road, Mulgrave VIC 3170. There will be up to 37,687 winners determined in respect of the Promotion – 37,667 instant winners and 20 weekly winners (five (5) winners per each weekly draw). Instant winners will be determined on forecasted purchases and on the basis of 1 in 6 entries will instantly win. The quantity of instant win prizes is set out below:
 - (a) \$200 Woolworths Supermarket eGift card. Quantity up to 600. Ratio 1.59%;
 - (b) \$100 Woolworths Supermarket eGift card. Quantity up to 1,800. Ratio 4.78%;
 - (c) \$50 Woolworths Supermarket eGift card. Quantity up to 6,000. Ratio 15.93%;
and
 - (d) \$20 Woolworths Supermarket eGift card. Quantity up to 29,276. Ratio 77.70%.
11. The Promoter is not responsible for any late, lost, or damaged Woolworths Supermarket eGift gift cards, once issued, or any ancillary costs associated with redeeming the gift cards. Woolworths Group Limited ABN 88 000 014 675 is the issuer of the Woolworths Supermarket eGift Card, but is not the promoter of the offer, nor responsible for fulfilment of the offer terms. Woolworths Supermarket eGift Card have no expiry date and are redeemable at participating stores only. For a list of participating stores and full Gift Card Terms and Conditions visit woolworths.com.au/giftcards
12. Instant winners will get an online return message acknowledging their entry and informing them if they have won a prize and, if so, the next steps to receiving their prize once validated. The Promoter is not responsible if the

entrant does not receive the Woolworths Supermarket eGift card due to incorrect information provided by the entrant or the failure of their device to receive the Woolworths Supermarket eGift card due to incapability. Only once the purchase receipts are verified will the instant prizes be awarded.

13. The weekly draws will take place at Suite 8, 799 Springvale Rd, Mulgrave VIC 3170 at 1 pm on 10.5.23, 17.5.23, 24.5.23 and 30.5.23. Winners will be notified by email within 7 days and published on the Website on 14 June 2023. The Promoter reserves the right to draw reserves and record them in order of selection, and use them if the original individual or entry selected is deemed ineligible or invalid for the purpose of this Promotion.
14. The first five (5) valid entries drawn in each weekly draw will each win a 3 month's supply of BabyLove nappies. A 3 months supply of BabyLove nappies is defined as approximately 540 nappies (at an average of 6 nappies per day). The exact amount will vary slightly based on chosen nappy size & range. Total approximate Retail Value ("ARV"): \$180. The total value of the weekly prizes will be ARV \$3,600. The winners will be able to select the range and size from BabyLove's products of their choosing. Ranges include:
 - Cosifit
 - Newborn (up to 5kg)
 - Infant (3-8kg)
 - Size 3 (6-11kg)
 - Size 4 (9-14kg)
 - Size 5 (12-17kg)
 - Size 6 (15-25kg)
 - Nappy Pants
 - Wiggler (7-11kg)
 - Size 4 (9-14kg)
 - Size 5 (12-17kg)
 - Size 6 (15-25kg)
 - SleepyNights
 - SleepyNights 2-4yrs (12-18kg)
 - SleepyNights 4-7yrs (18-35kg)
 - Sleepynights 8-15yrs (27-57kg)

GENERAL

15. The total prize pool value is up to \$1,185,333.33 in instant prizes and \$3,600 in weekly prizes, totalling \$1,188,933.33 based on the calculated number of expected entries. The prize pool value may vary according to the number of entries received.
16. Prizes that have been validly won and not claimed when specified by the Promoter will be entered into the unclaimed prize draw. All prizes must be claimed within 2 months of the end of the final original draw and in accordance with the directions. A draw for any unclaimed prizes (that have been validly won but not claimed) will take place at the same time and place as the original draw on 31 July 2023, subject to any directions from a

regulatory authority. The winners of prizes, if any, will be notified by email within 7 days, and unclaimed weekly prize winners will be published on the Website on 8 August 2023.

17. Entrants can only enter in their own name and not on behalf of another entrant. 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 entrant whom 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 the 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.
18. The Promoter's decision in relation to all matters relating to this Promotion is final, and no correspondence will be entered into.
19. Prizes, including any unused portion, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
20. If a prize (or an element of a prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that element of the prize) with another prize of equal value and/or specification, subject to any direction from a regulatory authority.
21. If for any reason a winner does not use, redeem, or take a prize (or an element of a prize) in accordance with the instructions or at the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited, and will not be redeemable for cash.
22. Winners agree to participate or appear in, upon request, to a reasonable amount of promotional activities/materials (such as an interview), as determined by the Promoter in its absolute discretion, during, before or after the course of the prize, and consent to the Promoter using these materials (or edited version of the same) and their name, likeness, image, entry and/or voice (including photograph, film and/or recording of the same), in any media, for an unlimited period and without remuneration, for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.
23. 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, fraud, acts of god, strikes, changes to government laws and policies, such as the imposition of requirements relating to epidemics or pandemics), the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any person, or entrant; or (b) subject to any directions from a regulatory authority to

modify, suspend, terminate or cancel the Promotion, and adjust the Terms and Conditions accordingly, as appropriate.

24. Any cost associated with entering the Promotion is the entrant's responsibility and is dependent on the Internet service provider used.
25. 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, where it is legally unacceptable to do so (**Non-Excludable Guarantees**). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and Participating Retailers (including their respective 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.
26. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and Participating Retailers (including their respective officers, employees and agents) are not responsible for and 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:
(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, or redemption of a prize.
27. The Promoter may collect personal information in order to conduct the Promotion and may, for this purpose, disclose such personal information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on individuals providing their personal information. The Promoter will collect, store, use and disclose personal information as set out in its privacy policy, which can be viewed at <https://babylovenappies.com.au/privacy/>. The Promoter may, for an indefinite period, unless otherwise advised, use the personal information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning individuals. The Promoter's Privacy Policy also contains information about how individuals may opt out, access, update or correct their personal information, how individuals may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. The Promoter will not disclose personal information overseas. All entries and prize claims become the property of the Promoter.

SA Permit. No. T23/33. ACT Permit No. TP23/00044. NSW TP/02311