

“ARNOTT’S SHAPES WIN AN XBOX EVERY HOUR” AUSTRALIAN PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prize(s) form part of these terms and conditions (“Terms and Conditions”). Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The promoter is Arnott’s Biscuits Limited (ABN 44 008 435 729) of 24 George Street, North Strathfield NSW 2137, telephone 02 8767 7000 (“**Promoter**”).
3. Entry is only open to Australian residents aged 18 years or over.
4. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. In these Terms and Conditions, “immediate family” means any spouse, ex-spouse, de-facto spouse, de-facto partner, 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 at 12:01am AEDST on 06/02/2023 and close at 11:59pm AEST on 26/04/2023 (“**Promotional Period**”).
6. To be eligible to enter, individuals must purchase any Arnott’s Shapes product (“**Eligible Product**”) from any retailer or supermarket in Australia that stocks Eligible Products including online purchases where the supermarket or retailer has an online store (“**Qualifying Purchase**”).
7. To enter the promotion, individuals must undertake the following steps during the Promotional Period:
 - Visit www.ShapesWin.com;
 - Follow the prompts to the 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 clearly showing where the Qualifying Purchase was made, the product purchased (which must be an Eligible Product) and the date of purchase (which must be during the Promotional Period but before or on the date of submitting an entry); and
 - Submit the fully completed online entry form.
8. Once the completed online entry form has been submitted, entrants will receive an online message acknowledging their entry and informing them if they have won an Instant Prize (as defined below at clause 12) and if so, details on how to verify their entry and claim their Instant Prize. Each entrant that has won an Instant Prize must claim their prize by 11.59pm (AEST) on 25/05/2023. All winners are subject to verification in accordance with these Terms and Conditions.
9. Multiple entries are permitted, subject to the following:
 - (a) only one (1) entry is permitted per Qualifying Purchase (regardless of the number of Eligible Products sold to the entrant in a Qualifying Purchase in excess of 1);

- (b) each entry must be submitted separately and in accordance with the entry requirements; and
- (c) only one (1) entry is permitted per person in each calendar week during the Promotional Period (being the period commencing on and from 12:01am on Wednesday in one week and ending 11:59pm on the immediately following Tuesday).

10. There will be:

- (a) a total of 1,920 “winning times” during the Promotional Period; and
- (b) one (1) winning time randomly selected during each hour of each day during the Promotional Period.

Every hour of each day during the Promotional Period, a “winning time” will be selected by a computerised random system at 389/44 Lakeview Drive Scoresby VIC 3179, Australia (“**Selected Winning Time**”). The first valid entry received at the “Selected Winning Time” will win an Instant Prize. If no valid entry is received at a Selected Winning Time, no prize will be awarded in respect of that Selected Winning Time. For the avoidance of doubt (and subject to the start time of the promotion), an hour runs from the start of an hour to 59 minutes and 59 seconds past the hour (inclusive), e.g., 12:00:00pm – 12.59:59pm.

- 11. A maximum of one (1) Instant Prize will be awarded in respect of each Selected Winning Time. If the Instant Prize is not won at the Selected Winning Time, it will be forfeited.
- 12. Instant Prizes available to be won at the Selected Winning Time every hour during the Promotional Period consists of 1,920 x Xbox Series S Console 512GB valued at AUD\$499 each (each an “**Instant Prize**”).
- 13. In the event of any ACT or SA winners of an Instant Prize, their names will be published online at www.ShapesWin.com on 03/05/2023.
- 14. 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 sole and 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 store of purchase and that the purchase was made during the Promotional Period.
- 15. 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 and absolute discretion, to disqualify any individual who the Promoter has reason to believe has:
 - (a) breached any of, or does not qualify to participate in the promotion under, these Terms and Conditions;
 - (b) tampered with the entry process; or
 - (c) 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 sole and absolute 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 fully reserved.

16. Incomplete or indecipherable entries will be deemed invalid at the sole and absolute discretion of the Promoter.
17. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole and absolute discretion, to determine the identity of the entrant.
18. The Promoter's decision relating to an entry is full and final and no correspondence will be entered into.
19. Subject to the unclaimed prize draw clause, if for any reason a winner does not claim an Instant Prize at or by the time stipulated by the Promoter, then the Instant Prize will be deemed to be fully forfeited.
20. If an Instant Prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the Instant Prize with a prize to the equal value and/or specification, subject to any written directions from a legislative or regulatory authority.
21. The total prize pool value is AUD\$958,080. Prizes won pursuant to these Terms and Conditions are not transferable or exchangeable and cannot be taken as cash, unless otherwise determined by the Promoter in its sole and absolute discretion.
22. A draw for any Instant Prize that is won but remains unclaimed will take place 11:00am AEST at KollwitzOwen, 526/44 Lakeview Drive, Scoresby VIC 3179 on 26/05/2023, subject to any directions from a regulatory authority. Winners, if any, will be notified in writing within two (2) business days of the draw. In the event of any ACT or SA winners, their names will be published online at www.ShapesWin.com on 02/06/2023.
23. All entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including in a photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of marketing this promotion (including any outcome), and for marketing any products manufactured, distributed and/or supplied by the Promoter.
24. 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, illegality, unauthorised intervention or fraud, the Promoter reserves the right, in its sole and absolute discretion, and to the fullest extent permitted by law:
 - (a) to disqualify any entrant; or
 - (b) to modify, suspend, terminate or cancel the promotion, as appropriate, subject always to any written directions from a legislative or regulatory authority.
25. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the internet service provider used and the entrant's relevant accessibility at the time. 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.
26. 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 Prizes that are won but remain unclaimed will be awarded in the unclaimed prize draw. Instant win game materials will be void if they are stolen, forged, mutilated or tampered with in any way.

27. 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 directors, 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.
28. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective directors, 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.
29. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI 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 providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at www.arnotts.com/privacy-policy. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant, where the entrant has expressly given consent. 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. Entrants PI may be held and processed overseas by the Promoter's related companies and service providers. The Promoter has service providers and/or related companies that are based in various countries, including; Australia, New Zealand, Japan, Hong Kong, Malaysia, Indonesia, Singapore, Taiwan, India, the United Kingdom and United States. When the Promoter transfers PI to others or outside Australia or New Zealand, they will comply with applicable privacy laws and will take steps to ensure it is treated in the same way that the Promoter would treat it.

NSW Permit No. TP/01454. ACT Permit No. TP22/01723. SA Permit No. T22/1412

**“ARNOTTS SHAPES XBOX WIN A JB-HI FI eGIFT CARD INSTANTLY
INDEPENDENT” 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. Entry is only open to Australian residents aged 18 years or over.
3. Employees (and their immediate families) of the Promoter 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.
4. Entries into the promotion open on 12:01am AEDST on 06/02/2023 and close at 11:59pm AEST on 26/04/2023 (“**Promotional Period**”).
5. To enter into the promotion, entrants must complete the following steps during the Promotional Period:
 - Enter the “Arnott’s Shapes Win an Xbox Every Hour” National Promotion which opens at 12:01am AEDST on 06/02/2023 and closes at 11:59pm AEST on 26/04/2023 (“**National Promotion**”);
 - To enter the National Promotion, entrants must purchase an Arnott’s Shapes product (“**Eligible Product**”) from any retailer or supermarket in Australia (“**Qualifying Purchase**”). Entry into the National Promotion is also subject to the terms and conditions located at www.ShapesWin.com;
 - To enter into this promotion, entrants must make the Qualifying Purchase at an Independent Supermarket nationally (defined below in clause 7);
 - At the time of completing the online entry form for the National Promotion, entrants in this promotion must select Independent Supermarkets as the store their Qualifying Purchase was made at.
6. Multiple entries are permitted, subject to the following:
 - (a) only one (1) entry is permitted per Qualifying Purchase (regardless of the number of Eligible Products sold to the entrant in a Qualifying Purchase in excess of one (1));
 - (b) each entry must be submitted separately and in accordance with the entry requirements; and
 - (c) only one (1) entry is permitted per person in each calendar week during the Promotional Period (being the period commencing on and from 12:01am on Wednesday in one week and ending at 11.59pm on the immediately following Tuesday).
7. Independent Supermarkets are IGA, Supa IGA, IGA X-Press, Drakes, Foodworks, Foodland, Supa Valu, Romeos, Friendly Grocer, The Local Grocer and Campbells stores within Australia and any other independent grocers [or liquor stores](#) that display advertising material communicating this promotion or communicate this promotion through other means including social media and catalogues.

8. Entrants must retain a copy purchase receipt as proof of purchase. Failure to produce the proof of purchase when requested may, in the absolute discretion of the Promoter, result in invalidation of an entrant's entry and forfeiture of any right to a prize.
9. 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.
10. 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.
11. There will be a total of 100 "winning times" randomly selected throughout the Promotional Period. The "winning times" will be selected by a computerised random system at 526/44 Lakeview Drive Scoresby VIC 3179, Australia ("**Selected Winning Time**"). The first valid entry received at the "Selected Winning Time" will win an Instant Prize as defined in clause 12. If no valid entry is received at a Selected Winning Time, no prize will be awarded in respect of that Selected Winning Time. A maximum of one (1) Instant Prize will be awarded in respect of each Selected Winning Time. If the Instant Prize is not won at the Selected Winning Time, it will be forfeited.
12. Winners will be notified instantly in writing after submitting the entry form, and their names' will be published online at www.ShapesWin.com from 27/04/2023.
13. Instant Prizes are 100 x \$100 JB Hi-Fi eGift Cards.
14. The Promoter's decision is final and no correspondence will be entered into.
15. Any ancillary costs associated with redeeming the eGift Card are not included. Any unused balance of the eGift Card will not be awarded as cash. Redemption of the eGift Card is subject to any terms and conditions of the issuer (JB Hi-Fi) including those specified on the eGift Card. For clarity, JB Hi-Fi is not the Promoter.

16. JB Hi-Fi eGift Card Terms and Conditions

1. JB Hi-Fi gift cards can be used at JB Hi-Fi stores in Australia or online at www.jbhifi.com.au
 2. For online purchases simply enter the card number and PIN number displayed on the eGift Card. For in store purchases print out the eGift Card and take it into any of our stores.
 3. JB Hi-Fi Gift Cards do not expire. To check your balance, click [Here\(https://giftcards.jbhifi.com.au\)](https://giftcards.jbhifi.com.au)
 4. For Full Terms and conditions please visit <https://www.jbhifi.com.au/Gift-Cards/Gift-Card-Terms-and-Conditions/>
17. As the Instant Prize is provided to the Promoter by a third party, the Instant Prize is subject to the terms and conditions of the third-party prize supplier and the provision of the Instant Prize is the sole responsibility of the third party and not the Promoter.

The terms and conditions which apply to the Instant Prize at the time it is issued to the winner will prevail over these Terms and Conditions, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the Instant Prize, any delay or failure relating to the Instant Prize itself or failure by the third party to meet any of its obligations in these Terms and Conditions or otherwise.

18. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a prize at/by the time stipulated by the Promoter, then the prize be forfeited.
19. 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.
20. Quality control errors will not invalidate an otherwise valid prize claim.
21. 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 will be awarded in the unclaimed prize draw.
22. Total prize pool value is AU\$10,000.00.
23. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
24. A draw for any prizes that are won, but remain unclaimed, may take place on 29/05/2023 at 2:00pm AEDST at KollwitzOwen, 526/44 Lakeview Drive, Scoresby VIC 3179, subject to any directions from a regulatory authority. Winners, if any, will be notified by email and their names will be published online at www.ShapesWin.com from 02/06/2023.
25. 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.
26. 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.
27. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
28. 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.

29. 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 / taking of the prize.
30. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI 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 providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at www.arnotts.com/privacy-policy. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant, where the entrant has expressly given consent. 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. Entrants PI may be held and processed overseas by the Promoter's related companies and service providers. The Promoter has service providers and/or related companies that are based in various countries, including; Australia, New Zealand, Japan, Hong Kong, Malaysia, Indonesia, Singapore, Taiwan, India, the United Kingdom and United States. When the Promoter transfers PI to others or outside Australia or New Zealand, they will comply with applicable privacy laws and will take steps to ensure it is treated in the same way that the Promoter would treat it.
31. The promoter is Arnott's Biscuits Limited (ABN 44 008 435 729) of 24 George Street, North Strathfield NSW 2137, telephone 02 8767 7000 ("**Promoter**").

ACT Permit No. TP22/02248. SA Permit No. T22/1857

“ARNOTT’S SHAPES WOOLWORTHS EXCLUSIVE” PROMOTION – AUSTRALIA ONLY

TERMS AND CONDITIONS

1. Information on how to enter and the prize(s) form part of these terms and conditions (“Terms and Conditions”). Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The promoter is Arnott’s Biscuits Limited (ABN 44 008 435 729) of 24 George Street, North Strathfield NSW 2137, telephone 02 8767 7000 (“**Promoter**”).
3. Entry is only open to Australian residents aged 18 years or over.
4. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. In these Terms and Conditions, “immediate family” means any spouse, ex-spouse, de-facto spouse, de-facto partner, 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 at 12:01am AEDST on 06/02/2023 and close at 11:59pm AEST on 26/04/2023 (“**Promotional Period**”).
6. To be eligible to enter and receive an automatic entry into the draw, individuals must during the Promotional Period:
 - a) purchase any Arnott’s Shapes product (“**Eligible Product**”) from a Woolworths supermarket nationally that stocks Eligible Products including online purchases (“**Qualifying Purchase**”);
 - b) submit an entry into Arnott’s Shapes Win An Xbox Every Hour Promotion (Terms and Conditions available at www.ShapesWin.com); and
 - c) select Woolworths as the location of their Qualifying Purchase.
7. Multiple entries are permitted, subject to the following:
 - (a) only one (1) entry is permitted per Qualifying Purchase (regardless of the number of Eligible Products sold to the entrant in a Qualifying Purchase in excess of 1);
 - (b) each entry must be submitted separately and in accordance with the entry requirements; and
 - (c) only one (1) entry is permitted per person in each calendar week during the Promotional Period (being the period commencing on and from 12:01am on Wednesday in one week and ending 11:59pm on the immediately following Tuesday).
8. There will be one (1) draw conducted at the end of the Promotional Period, from all valid entries received (“**Draw**”). The Draw will take place at Kollwitz Owen, 389/44 Lakeview Drive Scoresby VIC 3179, Australia at 11:00am AEST on 28/04/2023, in the presence of an independent scrutineer. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winners will be notified in writing within seven (7) business days of the draw and their names will be published online at ShapesWin.com on 03/05/2023.

9. The first ten (10) valid entries drawn will each win a Custom Chicken Crimpy Wrapped Xbox Series S Console 512GB valued at AUD\$1,099 each.
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 sole and 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 store of purchase and that the purchase was made during the Promotional Period.
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 and absolute discretion, to disqualify any individual who the Promoter has reason to believe has:
 - (a) breached any of, or does not qualify to participate in the promotion under, these Terms and Conditions;
 - (b) tampered with the entry process; or
 - (c) 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 sole and absolute 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 fully reserved.
12. Incomplete or indecipherable entries will be deemed invalid at the sole and absolute discretion of the Promotor.
13. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole and absolute discretion, to determine the identity of the entrant.
14. The Promoter's decision relating to an entry is full and final and no correspondence will be entered into.
15. Subject to the unclaimed prize draw clause, if for any reason a winner does not claim a prize at or by the time stipulated by the Promoter, then the prize will be deemed to be fully forfeited.
16. If a 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 legislative or regulatory authority.
17. The total prize pool value is \$10,990. Prizes won pursuant to these Terms and Conditions are not transferable or exchangeable and cannot be taken as cash, unless otherwise determined by the Promotor in its sole and absolute discretion.
18. A draw for any unclaimed prizes will take place 11:00am AEST at KollwitzOwen, 526/44 Lakeview Drive, Scoresby VIC 3179 on 29/05/2023, subject to any directions from a regulatory authority. Winners, if any, will be notified in writing within seven (7) business days of the draw. Winners' names will be published online at www.ShapesWin.com on 02/06/2023.
19. All entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including in a photograph, film and/or recording of the

same) in any media for an unlimited period without remuneration for the purpose of marketing this promotion (including any outcome), and for marketing any products manufactured, distributed and/or supplied by the Promoter.

20. 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, illegality, unauthorised intervention or fraud, the Promoter reserves the right, in its sole and absolute discretion, and to the fullest extent permitted by law:
 - (a) to disqualify any entrant; or
 - (b) to modify, suspend, terminate or cancel the promotion, as appropriate, subject always to any written directions from a legislative or regulatory authority.
21. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the internet service provider used and the entrant's relevant accessibility at the time. 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.
22. 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 directors, 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.
23. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective directors, 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.
24. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI 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 providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at www.arnotts.com/privacy-policy. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or

telephoning the entrant, where the entrant has expressly given consent. 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. Entrants PI may be held and processed overseas by the Promoter's related companies and service providers. The Promoter has service providers and/or related companies that are based in various countries, including; Australia, New Zealand, Japan, Hong Kong, Malaysia, Indonesia, Singapore, Taiwan, India, the United Kingdom and United States. When the Promoter transfers PI to others or outside Australia or New Zealand, they will comply with applicable privacy laws and will take steps to ensure it is treated in the same way that the Promoter would treat it.

NSW Permit No. TP/01454. ACT Permit No. TP22/02049. SA Permit No. T22/1693