

## **“ARNOTT’S SHAPES BE INTO WIN AN XBOX EVERY HOUR” NEW ZEALAND 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 New Zealand Limited (Company No. 208653) of Level 1, 61-73 Davis Crescent, Newmarket, Auckland, 1023, New Zealand (“**Promoter**”).
3. Entry is only open to New Zealand 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 1<sup>st</sup> cousin.
5. Entries into the promotion open at 12:01am NZST on 20/03/2023 and close at 11:59pm NZST on 28/05/2023 (“**Promotional Period**”).
6. To be eligible to enter, individuals must purchase any Arnott’s Shapes (Shapes, Shapes Fully Loaded, Shapes Mini Bites, Shapes Multipacks) product (“**Eligible Product**”) instore from any retailer or supermarket in New Zealand that stocks Eligible Products (“**Qualifying Purchase**”). For clarity an Eligible Product can be a specially marked product or a non-specially marked product.
7. Purchases made online (including any online shopping orders from an online retailer or supermarket) will not constitute a Qualifying Purchase, are not permitted in this promotion and will not be accepted as a valid entry for the purposes of this promotion.
8. To enter the promotion, individuals must undertake the following steps during the Promotional Period:
  - (a) Visit [www.ShapesWin.com](http://www.ShapesWin.com);
  - (b) Follow the prompts to the entry page;
  - (c) Input the requested details including their full name, mobile phone number, a valid email address and residential address;
  - (d) Upload a copy of their purchase receipt (during the Promotional Period) 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); and
  - (e) Submit the fully completed online entry form.
9. 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 13) 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 (NZST) on **28/06/23**. All winners are subject to verification in accordance with these Terms and Conditions.
10. 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 specified at clause 8; 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 Monday in one week and ending at 11.59pm on the immediately following Sunday).

11. There will be:

- (a) a total of 1,680 "winning times" during the Promotional Period; and
- (b) one 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 the 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.

- 12. 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.
- 13. Instant Prizes available to be won at the Selected Winning Time every hour during the Promotional Period consist of 1,680 x Xbox Series S Console 512GB valued at NZD\$549 each (each an "**Instant Prize**").
- 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.
- 16. 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.

17. Incomplete or indecipherable entries will be deemed invalid at the sole and absolute discretion of the Promoter.
18. 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.
19. The Promoter's decision relating to an entry is full and final and no correspondence will be entered into.
20. 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.
21. If an Instant Prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the Instant Prize with a prize of the equal value and/or specification, subject to any written directions from a legislative or regulatory authority.
22. The total prize pool value is NZD\$922,320. 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.
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. 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 consumer protection laws in New Zealand ("**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 New Zealand and Australian legislative and regulatory authorities. Entry into the promotion 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](http://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 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 in accordance with New Zealand laws.
30. These Terms and Conditions will be governed by and construed in accordance with the laws of New Zealand and all participants irrevocably submit to the non-exclusive jurisdiction of the courts of New Zealand for any matter arising under or relating to these Terms and Conditions.
31. In the event of any inconsistency between these Terms and Conditions and any other terms forming part of this promotion (including on the packaging of Eligible Products), these Terms and Conditions will prevail to the extent of any inconsistency.