

ARNOTT'S SHAPES FOOTY 2024 AUSTRALIA & NEW ZEALAND 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.

PROMOTER

2. The Promoter is Arnott's Biscuits Limited (ABN 44 008 435 729) of 24 George Street, North Strathfield NSW 2137 (in Australia) and Arnott's New Zealand Limited (Company No. 208653) of Level 1, 61-73 Davis Crescent Newmarket, Auckland, 1023, New Zealand (in New Zealand).

ELIGIBILITY

3. Entry is only open to Australian and New Zealand residents aged 18 years or over who:
 - a) can travel to Sydney, NSW for the first prize event on 6 October 2024; and
 - b) can claim their prize by no later than 11:59PM AEST on 30 September 2024.
4. 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.

PROMOTIONAL PERIOD

5. Entries into the promotion open at 12:00:00am AEST/NZST on 15 July 2024 and close at 11:59:59pm AEST/NZST on 28 September 2024 ("**Promotional Period**").

HOW TO ENTER

6. To be eligible to enter, individuals must purchase any Arnott's Shapes product ("**Eligible Product**") from any retailer or supermarket in Australia or New Zealand that stocks Eligible Products during the relevant Promotional Period ("**Qualifying Purchase**") in a manner permitted for the promotion under clause 7. Any Eligible Shapes Product can be a specially marked Shapes product or a non-specially marked Shapes product.
7. Australian residents can make a Qualifying Purchase online, where the supermarket or retailer has an online store. Purchases made online (including any online shopping orders from an online retailer or supermarket) by New Zealand residents 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, after making their Qualifying Purchase, entrants must then undertake the following steps during the Promotional Period:

- (a) visit www.shapeswin.com;

- (b) select country and residence;
 - (c) follow the prompts to the promotion entry page;
 - (d) input the requested details, including name, email address and telephone number, which product was purchased in the Qualifying Purchase, where the Qualifying Purchase was made, and whether the Qualifying Purchase was made online or in-store;
 - (e) upload a copy of their purchase receipt; and
 - (f) follow the steps to submit the fully completed entry form.
9. Once the completed online entry form has been submitted, entrants will receive an on-screen notification acknowledging their entry and informing them if they have provisionally won an instant prize and, if so, details on how to verify their entry and claim their prize. Winners acknowledge that they must claim their instant prize by no later than 11:59PM AEST on 30 September 2024.

LIMIT ON ENTRIES

10. Multiple entries permitted subject to the following:
- (a) only one (1) entry permitted per Eligible Product; and
 - (b) each entry must be submitted separately and in accordance with the entry requirements.
11. For the avoidance of doubt, if multiple Eligible Products are purchased in a single Qualifying Purchase, the eligible entrant will be awarded one (1) entry per Eligible Product, however a separate entry form must be completed and submitted for each eligible product.

INSTANT PRIZES

12. Instant win prizes available to be awarded randomly are as follows:
- 5 x NRL VIP Box Passes for two (2) people (the winner and their nominated companion), each valued at up to \$24,550 depending on date and place of departure. Each prize includes:
 - o 2 x Corporate hospitality tickets to the NRL Grand Final 2024 in Sydney, NSW and includes:
 - Return economy airfares for two (2) people (the winner and their nominated companion), from the winner's nearest Australian capital city or New Zealand airport to Sydney, NSW departing on 6 October 2024 and returning 7 October 2024;
 - Private return transfers from airport to accommodation;
 - 1 x nights' twin-share 4-star accommodation in Sydney with breakfast included;
 - Private return transfers from accommodation to stadium;
 - o 2 x Corporate hospitality tickets to the NRL 2025 Magic Round in Brisbane, QLD and includes:
 - Return economy airfares for two (2) people (the winner and their nominated companion), from the winner's nearest Australian capital city or New Zealand airport to Brisbane, QLD;
 - Private return transfers from airport to accommodation;
 - 3 x nights' twin-share 4-star accommodation in Brisbane with breakfast included;
 - Private return transfers from accommodation to stadium (3 days);

- o 2 x Corporate hospitality tickets to the 2025 Men's State of Origin Series – Game 1 and includes:
 - Return economy airfares for two (2) people (the winner and their nominated companion), from the winner's nearest Australian capital city or New Zealand airport to the Men's State of Origin 2025 – Game 1 location;
 - Private return transfers from airport to accommodation;
 - 1 x nights' 4-star twin-share accommodation in a central location to the Men's State of Origin 2025 – Game 1 location with breakfast included;
 - Private return transfers from accommodation to stadium;
 - o 2 x Corporate hospitality tickets to the 2025 Men's State of Origin Series – Game 2 and includes:
 - Return economy airfares for two (2) people (the winner and their nominated companion), from the winner's nearest Australian capital city or New Zealand airport to the Men's State of Origin 2025 – Game 2 location;
 - Private return transfers from airport to accommodation;
 - 1 x nights' 4-star twin-share accommodation in a central location to the Men's State of Origin 2025 – Game 2 location with breakfast included;
 - Private return transfers from accommodation to stadium;
 - o 2 x Corporate hospitality tickets to the 2025 Men's State of Origin Game – Game 3 and includes:
 - Return economy airfares for two (2) people (the winner and their nominated companion), from the winner's nearest Australian capital city or New Zealand airport to the Men's State of Origin 2025 – Game 3 location;
 - Private return transfers from airport to accommodation;
 - 1 x nights' 4-star twin-share accommodation in a central location to the Men's State of Origin 2025 – Game 3 location with breakfast included;
 - Private return transfers from accommodation to stadium; and
 - o AU\$2,000 spending money (for the winner only);
 - 850 x \$20 NRL Gift Vouchers;
 - 750 x \$10 NRL Gift Vouchers; and
 - 500 x League Stars Personalised Cards valued at \$15 each.
13. The total prize pool value is up to AU\$154,750.
14. Additional spending money, meals, insurance, transport to and from departure point, transfers, items of a personal nature, in-room charges and all other ancillary costs are not included. The NRL VIP Box Double Pass prizes must be taken to coincide with each NRL Game and is subject to booking and flight availability. If the winner's nominated companion for the prize is under 18 years of age, the winner must accompany the companion during the entire duration of the prize. Winners and their companions must depart from and return to the same departure point and travel together. Itinerary to be determined by the Promoter in its absolute discretion. Frequent flyer points will not form part of the prize. The NRL VIP Box Double Pass prize is subject to the standard terms and conditions of individual prize and service providers. Winners may be required to present their credit card at time of accommodation check in.
15. Travel is valid for inclusions listed above. All bookings and documentation regarding the prize must be made via Free-2-Travel Holidays Pty Ltd or their agents.

Redeeming the prize is conditional on acceptance of the terms and conditions of travel as detailed by Free-2-Travel Holidays Pty Ltd and the airline carriers in accordance with normal travel practices. No portion of the prize is redeemable for cash. The prize is non-refundable and non-transferable. Winner is responsible for any amendment fees charged by airlines or suppliers once booking is confirmed and ticketed. Winner is responsible for any additional taxes and/or resort fees associated with the chosen accommodation, unless otherwise stated. It is the winner's responsibility to organise transport to/from the airport departure/return point. Prize winner and travel companions must have a valid passport (if applicable) and travel insurance for their period of travel.

16. If for any reason a winner does not take the NRL VIP Box Double Pass prize (or an element of the prize) 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.
17. Subject to the terms and conditions of the participating prize provider(s), if for any reason a winner does not, once the prize has been booked, take a prize (or an element of a prize) at the time stipulated, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash.
18. Any ancillary costs associated with redeeming a digital gift card prize are not included. Any unused balance of a digital gift card will not be awarded as cash. Redemption of a digital gift card is subject to any terms and conditions of the issuer including those specified on the digital gift card.

PUBLICATION

19. All provisional winners' names (or winners if verified) of the 5 x NRL VIP Box Double Pass prizes and the provisional winners' names (or winners if verified) of all other instant win prizes who are ACT and SA residents will be published online at www.shapeswin.com on 29 September 2024.

UNCLAIMED PRIZE DRAW

20. A draw for any instant prizes that are won but remain unclaimed may take place at KollwitzOwen, Suite 8/799 Springvale Road, Mulgrave VIC 3170, Australia at 11:00am AEST on 14 October 2024, 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 on 16 October 2024.
21. If an NRL VIP Box Double Pass prize remains won but unclaimed and, as a result, forms part of the unclaimed prize draw, the unclaimed prize draw winner of this prize will receive the prize detailed in clause 12 above. However, the first element of the prize (being the 2 x Corporate hospitality tickets to the NRL Grand Final 2024 in Sydney, NSW) will be substituted as follows:
 - 2 x Corporate hospitality tickets to the NRL Grand Final 2025 (location and date to be confirmed).

For clarity, an equivalent to all other elements of the NRL Grand Final prize (such as return economy airfares, private return transfers, and one (1) nights' accommodation) will be awarded to the unclaimed prize draw winner for the NRL Grand Final 2025.

GENERAL TERMS

22. The Promoter's decision is final and no correspondence will be entered into.
23. 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.
24. Incomplete or indecipherable entries will be deemed invalid.
25. 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.
26. Subject to the unclaimed prize draw, if for any reason a winner does not take a prize at the time stipulated by the Promoter, the prize will be forfeited and will not be redeemable for cash.
27. If a prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize of the equal value and/or specification, subject to any written directions from a regulatory authority.
28. In the event of war, terrorism, state of emergency, pandemic or any other kind of disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend, substitute or modify a prize, subject to any written directions from a relevant regulatory authority.
29. 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 and are won but remain unclaimed will be awarded in the unclaimed prize draw.
30. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are an instant winner (including photograph, film and/or recording of the same) in any media for the period of this promotion (up to and including 31 March 2024) without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter. If an Entrant does not consent, this must be expressly communicated by the Entrant to the Promoter's staff at the location of the promotion at the time of the instant win.
31. 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 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.

32. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used. 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.

LIABILITY

33. 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 or any 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.
34. 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 of the prize events being delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a winner or entrant; or (g) use of a prize.

PRIVACY

35. 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 and New Zealand 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, 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.

PERMITS

NSW Authority TP/ 01454. ACT Permit No. TP24/ 00559. SA Permit No. T24/ 462.