

ARNOTT'S BISCUITS COLES FEBRUARY PROMOTION 2023

TERMS AND CONDITIONS

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The Promoter is Arnott's Biscuits Ltd (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. Employees (and their immediate families) of the Promoter, participating retailers 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. The promotion commences 12:00am AEDST on 01/02/2023 and ends 11:59pm AEDST on 28/02/2023 ("**Promotional Period**").
5. To be eligible to enter individuals must purchase any two (2) participating Arnott's branded products ("**Eligible Product**"), in a single transaction, from any Coles supermarket nationally (including Coles online and/or Coles Express service stations) during the Promotional Period ("**Qualifying Purchase**"). The following Arnott's branded products are not Eligible Products and are excluded for the purposes of this promotion:
 - Primo Stackers Mild Pepperoni & Jatz 57g
 - Primo Cabanossi Jatz & Tasty Cheese 50g
 - Primo Cheesy Kabana Cheddar Shapes & Tasty Cheese 53g
 - Primo Mild Pepperoni Twiggy Pizza Shapes & Tasty Cheese 54g
 - Primo Cabanossi Barbeque Shapes & Tasty Cheese 50g
 - Primo Ham Bites & 100's & 1000's 43g
 - Arnotts Jatz & Tasty Cheese 50g
 - Arnotts Jatz & Extra Tasty Cheese 50g
6. To enter the promotion, individuals must then undertake the following steps during the Promotional Period:
 - Visit <http://www.arnottspromotion.com.au>;
 - 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;
 - Input their Flybuys membership number if they are a FlyBuys member;
 - Upload a copy of their purchase receipt clearly showing where the Qualifying Purchase was made, that two (2) products were purchased (which must both be Eligible Products) and the date of purchase (which must be during the Promotional Period but before submitting an entry); and
 - Submit the fully completed online entry form.
7. Once the completed online entry form has been submitted, entrants will receive an online message acknowledging their entry and informing them that (a) they have been awarded one (1) initial entry into the major draw ("**Major Draw**"); and (b) if they have won an Instant Prize (as defined below) 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 **19/04/2023**. All winners are subject to verification in accordance with these Terms and Conditions.

8. Individuals that include a Flybuys membership number at the time of submitting their entry, will be awarded two (2) additional entries ("**Bonus Entries**") into the Major Draw (i.e. a total of three (3) entries).
9. Multiple entries are permitted, subject to the following:
 - (a) only one (1) initial entry is permitted per transaction (regardless of the number of Eligible Products in that Qualifying Purchase in excess of 2)
 - (b) Only two (2) Bonus Entries are permitted per transaction and only when a Flybuys membership number is included at the time of entry in which case there will be a maximum of three (3) entries awarded for that transaction;
 - (c) each entry must be submitted separately and in accordance with entry requirements; and
 - (d) only one (1) initial entry is permitted per person per calendar day of the Promotional Period.

Major Draw

10. There will be one (1) draw conducted at the end of the Promotional Period, from all valid entries received ("**Major Draw**"). The Major Draw will take place at Kollwitz Owen 389/44 Lakeview Drive Scoresby VIC 3179, Australia at 11:00am AEDST on 03/03/2023. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winner will be notified in writing within seven (7) business days of the draw and their name will be published online at <http://www.arnottspromotion.com.au> on 20/03/2023.
11. The first valid entry drawn will win a \$10,000 Free2Travel credit ("**Major Prize**").
12. It is a condition of accepting the Major Prize that the winner must comply with all terms and conditions of use of the Major Prize, including (without limit) the Issuer's requirements.
13. All travel is subject to availability at all times and may be dependent on select seat class with airlines or specific room category availability with an accommodation partner. Voucher must be redeemed 12 months from the date when the winner is drawn. 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 not refundable or transferable. In the event the winner is under the age of 18 years, they must be accompanied by a parent/guardian. Winner is responsible for any amendment fees issued 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. Any additional spending money, meals (other than those included) and any other ancillary costs, including but not limited to insurance and any applicable insurance excesses, not listed in the travel prize package descriptions above are the responsibility of the travel prize winner and his/her nominated traveling companions as incurred. It is the winner's responsibility to organize transport to/from the airport departure/return point

Instant Prize

14. There will be:
- (a) a total of 672 "Hourly 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, an "Hourly Winning Time" will be selected by a computerised random system at 389/44 Lakeview Drive Scoresby VIC 3179, Australia (each an "**Hourly Winning Time**"). The first valid entry received at an "Hourly Winning Time" will win an Instant Prize. If no valid entry is received at a Hourly Winning Time, no prize will be awarded in respect of that Hourly Winning Time. For the avoidance of doubt, 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.

15. A maximum of one (1) Instant Prize will be awarded in respect of each Hourly Winning Time. If the Instant Prize is not won for a selected Hourly Winning Time, the Instant Prize will be forfeited.
16. Each Hourly Prize available to be won for each Hourly Winning Time every hour during the Promotional Period consists of 1 x AUD\$100 Coles eGift Card ("**Instant Prize**"). There are 672 Instant Prizes in total available to be won. The Coles eGift Card can be used at any Coles Supermarkets and Coles Central stores. It cannot be redeemed at Coles Online, Coles Express or Liquorland. Winners acknowledges that:
- The Coles eGift Card can be used at any Coles Supermarkets, Coles Central and Pick 'n Pack stores. It cannot be redeemed at Coles Online, Coles Express or Liquorland and are subject to Coles eGift Card Terms of Use, found at <https://www.giftcards.com.au/CMS/Page/giftcardtermsofuse>.
 - The preloaded credit on the card will expire as per the expiry date on the card.
 - The Coles eGift Card cannot be redeemed for cash, reloaded, returned for a refund, or be replaced after expiry and is not legal tender, an account card, a credit or security.
 - Any dispute about goods or services purchased with the Coles eGift Card must be resolved with the retailer. To the extent permitted by law, Edge Loyalty and the Promoter's liability is limited to replacing faulty Coles eGift Cards.
17. Instant Prizes are not transferable or exchangeable. Coles eGift Card will be void if they are defaced, mutilated, altered or tampered with in any way. The Promoter or Coles may subject Coles eGift Cards to verification and security checks in its absolute discretion. To report your Coles eGift Card lost or stolen, or report any other issues around the use of the eGift Card, call 1300 079 267, lines open Monday - Friday 9.30am to 5.30pm (AEST).
18. It is a condition of accepting an Instant Prize that the winner must comply with all terms and conditions of use of the Instant Prize, including (without limit) the Issuer's requirements.
19. Any ACT or SA winners of an Instant Prize will have their names will be published online at <http://www.arnottspromotion.com.au> on **20/03/2023**.

General

20. 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 store of purchase and that the purchase was made during the Promotional Period but prior to entry.
21. 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.
22. Incomplete or indecipherable entries will be deemed invalid.
23. 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.
24. The Promoter's decision is final and no correspondence will be entered into.
25. If any dispute arises between you and the Promoter concerning the conduct of this promotion or claiming a prize, the Promoter will take reasonable steps to consider your point of view, taking into account any facts or evidence you put forward, and to respond to it fairly within a reasonable time. In all other respects, the Promoter's decision is final and no correspondence will be entered into.
26. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a prize at or by the time stipulated by the Promoter, then the prize will be forfeited.
27. If any 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. Total prize pool value is AUD\$77,200. Prizes are not transferable or exchangeable and cannot be taken as cash, unless otherwise advised.
29. A draw for the Major Prize if unclaimed or any Instant Prize that is won but remains unclaimed by the date set out in clause 7 will take place 11:00am AEST at Kollwitz Owen, 389/44 Lakeview Drive Scoresby VIC 3179 on 20/04/2023 subject to any directions from a regulatory authority. Winners, if any, will be notified in writing within seven (7) business days of the draw. In the event of a winner for the Major Prize or any ACT or SA winners of an Instant Prize, their names will be published online at <http://www.arnottspromotion.com.au> on 30/04/2023.
30. 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.

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, 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.
33. 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 Houlry Prizes that are won but remain unclaimed will be awarded in the unclaimed prize draw. Instant win game materials void if stolen, forged, mutilated or tampered with in any way.
34. 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.
35. 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.
36. 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, 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, where the entrant has expressly given consent. The Privacy Policy also contains information about how entrants may opt out, access, update, correct or request deletion of 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. TP22/01907. SA Permit No. T22/1568