### **ARNOTT'S JATZ CONSUMER PROMOTION 2024**

### **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.

#### **ELIGIBILITY**

- 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. 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 1<sup>st</sup> cousin.

### **PROMOTIONAL PERIOD**

5. Entries into the promotion open on 11 October 2024 and close at 11:59pm AEDT on 1 February 2025 ("**Promotional Period**").

# **HOW TO ENTER**

- 6. To be eligible to enter, individuals must purchase any Arnott's Jatz (excluding Jatz Primo products), Savoy or Clix product ("Eligible Product") from any retailer or supermarket (including any online retailer or supermarket) in Australia that stocks Eligible Products during the Promotional Period ("Qualifying Purchase"). An Eligible Product can be either a specially marked Jatz, Savoy or Clix product or a non-specially marked Jatz, Savoy or Clix product. For the avoidance of doubt, Jatz Primo products are not Eligible Products for entry into this promotion.
- 7. To enter, after making their Qualifying Purchase, entrants must then undertake the following steps during the Promotional Period:
  - (a) visit www.arnottswin.com;
  - (b) follow the prompts to the promotion entry page;
  - (c) input the requested details, including name, email address and telephone number, which Eligible Product was purchased in the Qualifying Purchase, where the Qualifying Purchase was made, and whether the Qualifying Purchase was made online or in-store:
  - (d) upload a copy of their purchase receipt for their Qualifying Purchase; and
  - (e) follow the steps to submit the fully completed entry form.
- 8. 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 and by when to verify their entry and claim their prize. For the avoidance of doubt, all winning entries of an instant prize will be entered into the relevant Daily Draw.

### **LIMIT ON ENTRIES**

- 9. Multiple entries are 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.
- 10. 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.

Without limiting the above, individuals who purchase a carton of Arnott's Jatz products from Costco, with such carton including six (6) individual Arnott's Jatz products, during the Promotional Period are permitted to complete and submit separate entry forms for each individual Arnott's Jatz products in the carton, for a total of six (6) entries. This is subject to the individual uploading their Costco receipt showing the Qualifying Purchase of one (1) carton of Arnott's Jatz products for all six (6) entries.

### **DAILY DRAWS**

- 11. There will be one (1) draw conducted for the entries received each day of the Promotional Period for a total of one hundred and fourteen (114) draws ("Daily Draws"). Entries into each Daily Draw will open at 12:00am and close at 11:59pm each day based on local time. Each Daily Draw will take place at KollwitzOwen, Suite 8/799 Springvale Road, Mulgrave VIC 3170, Australia at 11:00AM local time on the first calendar day after entries close for that Daily Draw, with the first Daily Draw taking place on 12/10/2024 and the last Daily Draw taking place on 2/2/25. Entries in each Daily Draw will NOT be entered into any subsequent Daily Draw(s). The Promoter may draw additional reserve entries and record them in order in case of an invalid entry or an ineligible entrant is drawn. Winners will be notified in writing within seven (7) days of the relevant Daily Draw.
- **12.** The first valid entry in each Daily Draw will each win one (1) Weber Family BBQ valued at \$899 ("**Daily Draw Prize**").

### **INSTANT PRIZES**

- 13. There will be a total of two thousand and one (2,001) \$50 Weber Store Voucher instant win prizes available to be won randomly during the Promotional Period ("Instant Prize").
- 14. Any ancillary costs associated with redeeming a Weber Store Voucher are not included. Any unused balance of a Weber Store Voucher will not be awarded as cash. Redemption of a Weber Store Voucher is subject to any terms and conditions of the issuer including those specified on the Weber Store Voucher.

### **PUBLICATION**

15. Daily Draw Prize winners and any ACT or SA winners of an Instant Prize will be published online at <a href="https://www.arnottswin.com">www.arnottswin.com</a> on 5 February 2025.

#### **UNCLAIMED PRIZE DRAW**

16. A draw for any Daily Draw Prize or Instant Prize that are won but remain unclaimed by the time stipulated by the Promoter may take place at KollwitzOwen, Suite 8/799 Springvale Road, Mulgrave VIC 3170, Australia at 11:00AM AEDT on 3 March 2025, subject to any directions from a regulatory authority. Winners, if any, will be notified by email and their names will be published online at <a href="https://www.arnottswin.com">www.arnottswin.com</a> on 7 March 2025.

#### **GENERAL TERMS**

- 17. The total prize pool value is up to AU\$202,536.
- 18. The Promoter's decision is final and no correspondence will be entered into.
- 19. 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.
- 20. 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.
- 21. Incomplete or indecipherable entries will be deemed invalid.
- 22. 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.
- 23. 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.
- 24. 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 regulatory authority.
- 25. 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.
- 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 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.

- 27. 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 an unlimited period, and promoting any products manufactured, distributed and/or supplied by the Promoter.
- 28. 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.
- 29. 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

- 30. 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.
- 31. 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.

# **PRIVACY**

32. 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 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 <a href="https://www.arnotts.com/privacy-policy">www.arnotts.com/privacy-policy</a>. 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, and may provide the PI collected as part the promotion to its prize providers for marketing purposes, 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.

#### **PERMITS**

NSW Authority TP/ 01454. ACT Permit No. TP24/ 00996. SA Permit No. T24/ 777.

### ARNOTT'S JATZ CONSUMER PROMOTION 2024 - COLES EXCLUSIVE

### **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.

#### **ELIGIBILITY**

- 3. Entry is only open to Australian residents aged 18 years or over.
- 4. Employees (and their immediate families) of the Promoter, Coles 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 on 11 October 2024 and close at 11:59pm AEDT on 1 February 2025 ("**Promotional Period**").

## **HOW TO ENTER**

- 6. To be eligible to enter, individuals must purchase any Arnott's Jatz (excluding Jatz Primo products), Savoy or Clix product ("Eligible Product") from Coles (either in-store or online) during the Promotional Period ("Qualifying Purchase"). An Eligible Product can be either a specially marked Jatz, Savoy or Clix product or a non-specially marked Jatz, Savoy or Clix product. For the avoidance of doubt, Jatz Primo products are not Eligible Products for entry into this promotion.
- 7. To enter, after making their Qualifying Purchase, entrants must then undertake the following steps during the Promotional Period:
  - (a) visit <u>www.Arnottswin.com</u>;
  - (b) follow the prompts to the promotion entry page;
  - (c) input the requested details, including name, email address and telephone number, which Eligible Product was purchased in the Qualifying Purchase, where the Qualifying Purchase was made, and whether the Qualifying Purchase was made online or in-store;
  - (d) upload a copy of their purchase receipt for their Qualifying Purchase;
  - (e) select "Coles" from the retailer drop down list; and
  - (f) follow the steps to submit the fully completed entry form.

# **LIMIT ON ENTRIES**

- 8. Multiple entries are 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.
- 9. 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.

#### **DRAWS**

- 10. The draw will take place at KollwitzOwen, Suite 251/10-20 Gwynne Street, Cremorne, VIC, 3121, Australia at 11:00AM AEDT on 3 February 2025. The Promoter may draw additional reserve entries and record them in order in case of an invalid entry or an ineligible entrant is drawn. Winners will be notified in writing within seven (7) days of the draw.
- 11. The first fifty (50) valid entries drawn will each win a \$1,000 Coles Digital Gift Card.
- Treat this gift card like cash. Stolen gift cards will not be replaced or refunded. To be used for the purchase of goods and services at Coles Supermarkets and Coles Central. The card cannot be redeemed at Coles Online, Coles Express or Liquorland. Not redeemable for cash or payments of credit cards or store accounts. Gift cards cannot be used to purchase gift cards. This card will expire 4 years from the issue date. For full terms of use, expiry date or customer service visit giftcards.com.au or phone 1300 304 990. PLEASE TREAT THIS EGIFT CARD LIKE CASH AND SAFEGUARD IT ACCORDINGLY.
- 13. Any ancillary costs associated with redeeming a prize are not included. Any unused balance of a prize will not be awarded as cash. Redemption of a prize is subject to any terms and conditions of the issuer including those specified on the prize.

#### **PUBLICATION**

14. Any ACT or SA winners (last name, first initial and postcode) will be published online at <a href="https://www.Arnottswin.com">www.Arnottswin.com</a> on 5 February 2025.

### **UNCLAIMED PRIZE DRAW**

15. A draw for any prizes that are won but remain unclaimed by the time stipulated by the Promoter may take place on 3 April 2025 at the same time and place as the original draw, subject to any directions from a regulatory authority. ACT or SA winners, if any, will be notified in writing within seven (7) days of the draw and their last names, first initials and postcodes will be published online at <a href="https://www.Arnottswin.com">www.Arnottswin.com</a> on 7 April 2025.

### **GENERAL TERMS**

- 16. The total prize pool value is up to AU\$50,000.
- 17. The Promoter's decision is final and no correspondence will be entered into.
- 18. 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 Coles store of purchase and that the purchase was made during the Promotional Period but prior to entry.
- 19. 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.
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- 23. 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 regulatory authority.
- 24. 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.
- 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, 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.
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- 29. 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.

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#### **PERMITS**

NSW Authority TP/ 01454. ACT Permit No. TP24/ 01379. SA Permit No. T24/ 1077.