

## “SAY IT WITH GOLD AND WIN” PROMOTION

### TERMS AND CONDITIONS

<b>Promoter</b>	Ferrero Australia Pty Ltd (ABN 29 001 249 261), Level 36, 100 Miller Street, North Sydney NSW 2060.
<b>Competition Period</b>	Entries open at 12:00am AEST on 24/08/22 and close at 11:59pm AEST on 28/09/22 (“ <b>Promotional Period</b> ”).
<b>Who can enter?</b>	Only Australian residents who are aged 18 or over.
<b>Who can't enter?</b>	Directors, officers, management and 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.
<b>Where will the competition run?</b>	The competition will run in all supermarkets (including online) in Australia that stock Ferrero Rocher, Collection and Rondnoir products each a “ <b>Store</b> ”).
<b>Website</b>	<a href="http://www.ferrerorocher.com/win">www.ferrerorocher.com/win</a>
<b>Qualifying Purchase</b>	To be eligible to enter, entrants must purchase, in a single transaction, any of the following products from a Store: <ul style="list-style-type: none"> <li>– Ferrero Rocher 16-piece or 30-piece Gift Box or 48-piece Gift Box</li> <li>– Ferrero Rocher 24-piece Diamond Gift Box</li> <li>– Ferrero Collection 15-piece or 24-piece Gift Box or 32-piece Gift Box</li> <li>– Ferrero Rondnoir 14-piece Gift Box</li> </ul> (“ <b>Qualifying Purchase</b> ”).
<b>Entry instructions</b>	To enter, entrants must, during the Competition Period: <ol style="list-style-type: none"> <li>(a) visit the Website and follow the prompts to the promotion entry page;</li> <li>(b) input the requested details including full name, email address, postal address, phone number, Store of Qualifying Purchase;</li> <li>(c) upload a copy of their Qualifying Purchase receipt;</li> <li>(d) check the box consenting to personal information being stored and managed in accordance with the Privacy Act 1988 (Cth) and the Promoter's privacy policy; and</li> <li>(e) submit the fully completed online entry form (each an “<b>Entry</b>”).</li> </ol>
<b>How many winners will there be and how will they be chosen?</b>	<p>Upon submitting their entry, winners will be notified instantly online whether or not they are an instant winner. All provisional instant winners are subject to verification. Upon verification, winners will be sent their prize,</p> <p>A maximum of 140 instant prizes are available each week of the Competition Period (Wednesday – Tuesday) and will be randomly awarded via an online electronic prize system.</p> <p>There are a total of 700 instant prizes available across the entire Competition Period.</p> <p>Winners will be published on the Website each Wednesday from 31/08/22.</p>
<b>What can I win?</b>	<p>There are 700 prizes available.</p> <p>Each instant winner will receive one (1) Smeg Gold Kettle - Smeg 50's Style Metallic Gold Kettle" (Model: KLF03GOAU) valued at AU\$299.00.</p>
<b>Total prize pool</b>	The total prize pool is up to AU\$209,300.00.
<b>How many times can I enter?</b>	<p>Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per transaction; and (b) each entry must be submitted separately and in accordance with entry requirements.</p> <p>For the avoidance of doubt, if multiple eligible products are purchased in a single Qualifying Purchase, the entrant is only entitled to one (1) Entry for that Qualifying Purchase.</p>

<b>How and when will the winner/s be informed?</b>	Winners will be notified instantly upon submitting their entry.
<b>Proof of purchase</b>	<p>You must keep the following as proof of purchase for all entries:</p> <ul style="list-style-type: none"> <li>• Copy of purchase receipt for Qualifying Purchase.</li> </ul> <p>If you do not produce the above proof of purchase for all entries when asked the Promoter may disqualify all of your entries and you will lose any right to a prize. Proof of purchase must be identical to that provided by you with your entry. If, in the Promoter's opinion, you have shared any proof of purchase with another person, your entries will be invalid and you will lose any right to a prize.</p>
<b>Unclaimed prize/s</b>	<p><b>Prize claim date:</b> 2:30pm AEDT on 28/10/22.  <b>Unclaimed prize determination:</b> 3:30pm AEDT on 28/10/22 at KollwitzOwen PTY LTD, Suite 526/44 Lakeview Drive, Scoresby VIC 3179.</p> <p>If a prize has not been accepted or claimed by the prize claim date above or if, after making all reasonable attempts, the Promoter cannot contact a winner (or a winner does not contact the Promoter) by the prize claim date above, that winner will forfeit their prize and the Promoter will carry out an unclaimed prize draw at the date, time and place stated above to randomly distribute the prize/s.</p> <p>Any winner/s will be notified by phone and in writing within two (2) business days of determination and will be published on the Website the following business day.</p>
<b>Collection and use of your personal information</b>	<p>If you are a winner, you must take part in all publicity, photography and other promotional activity as the Promoter reasonably requires, without any compensation. You consent to the Promoter using your name and image in any promotional or advertising activity.</p> <p>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 <a href="http://www.ferrero.com.au/Privacy-Policy">www.ferrero.com.au/Privacy-Policy</a>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter and the Prize Supplier 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. 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. Unless otherwise indicated by the Promoter, the Promoter may disclose PI to entities outside of Australia (for a list of the countries, see the Promoter's Privacy Policy), and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering the promotion entrants consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that the Promoter is not liable in this regard.</p>
<b>Permit numbers</b>	<p>Authorised under:  NSW Authority No. TP/00495  ACT Permit No. TP22/00757  SA Licence No. T22/580</p>

- 1 These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about prizes and how to enter forms part of these Terms and Conditions. By entering, you accept these Terms and Conditions.

## Entry

- 2 Your entry must be received during the Competition Period and will be deemed to be received only when received by the Promoter. If you return a Qualifying Purchase your entry may be deemed invalid at the Promoter's discretion (unless the product is defective). You will receive a return message confirming your entry. The Promoter is not liable for any problems with communications networks. You are responsible for your own costs associated with entering

including costs associated with accessing the promotional website. If you enter using automatically generated entries or multiple phone numbers/email addresses/addresses/aliases, you will be disqualified.

## Prizes

- 3 Prizes and all elements of prizes must be taken as and when offered or will be forfeited. If the prize is forfeited, the Promoter will not be liable. Prizes are subject to any additional terms and conditions imposed by the relevant supplier or the Promoter, including, validity periods.
- 4 Prize values are in Australian dollars (AUD). Any unused balance will be forfeited and will not be exchangeable for cash. Any ancillary costs associated with redeeming the prize are not included.
- 5 The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share the prize.

## General

- 6 Any failure by you to comply with the conditions imposed by the prize supplier(s) may result in the prize being cancelled or withdrawn without liability for the Promoter or the prize supplier(s).
- 7 If you or your entry are deemed by the Promoter to breach these Terms and Conditions, your entry (or at the Promoter's discretion, all of your entries) may be discarded.
- 8 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.
- 9 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.
- 10 You must not:
  - (a) tamper with the entry process;
  - (b) engage in any conduct that may jeopardise the fair and proper conduct of the competition;
  - (c) act in a disruptive, annoying, threatening, abusive or harassing manner;
  - (d) do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this competition;
  - (e) breach any law; or
  - (f) behave in a way that is otherwise inappropriate.
- 11 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, indecipherable or incorrectly submitted. Incomplete or indecipherable entries will be deemed invalid.
- 12 The Promoter's decision is final and no correspondence will be entered into.
- 13 Prizes cannot be transferred or exchanged nor redeemed for cash, unless otherwise specified.
- 14 Without limiting any other term of these Terms and Conditions and subject to the unclaimed prize draw clause, all prizes (and elements of prizes) must be taken as and when specified, or will be forfeited with no replacement. The prize values are correct as at the date of preparing these Terms and Conditions and include any applicable GST. The Promoter is not responsible for any change in prize value. You agree that if a prize (or element of a prize) is unavailable for any reason the Promoter may provide another item of equal or higher value and/or specification, subject to any necessary approval by the relevant gaming authorities.
- 15 If this competition cannot run as planned for any reason beyond the Promoter's control, for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, the Promoter may end, change, suspend or cancel the competition or disqualify affected entries/entrants, subject to any necessary approval by the relevant gaming authorities. Where it is practical for it to do so, the Promoter will notify you of such changes.
- 16 The Promoter is not responsible for any tax implications arising from you winning a prize. You should seek independent financial advice. For Australian residents, if for GST purposes this competition results in any supply being made for non-monetary consideration, you must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

## Liability

- 17 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 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.
- 18 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 / taking of the prize.

## Abridged T&C's

"T&Cs apply, see [www.ferrerorocher.com/win](http://www.ferrerorocher.com/win). AU res 18+. Starts: 24/8/22. Ends: 11:59pm AEST 28/9/22. Max 1 entry p/transaction. Retain receipt/s. Instant Prizes: 700x (140 per week) SMEG Gold Kettle (\$299). Winners published each Wed on website from 31/8/22. Promoter: Ferrero Australia Pty Ltd (ABN 29 001 249 261), L36, 100 Miller St, Nth Syd NSW 2060. NSW Authority: TP/00495. Permits: ACT TP22/00757; SA T22/580."

## Partially compliant T&C's

"T&Cs apply, see [www.ferrerorocher.com/win](http://www.ferrerorocher.com/win). AU res 18+. Starts: 24/8/22. Ends: 11:59pm AEST 28/9/22. Max 1 entry p/transaction. Retain receipt/s. NSW Authority: TP/00495. Permits: ACT TP22/00757; SA T22/580