

NUTELLA XMAS JUMPER 2023 TERMS AND CONDITIONS

Promoter	Ferrero Australia Pty Ltd (ABN 29 001 249 261), Level 36, 100 Miller Street, North Sydney NSW 2060, whose principal place of business in NZ is DKSH New Zealand Limited, Head office & Distribution Center, 279 Railway Road, Milson, Palmerston North.										
Competition Period	Entries open at 12:00am AEDT (2:00am NZDT) on 06/11/23 and close at 11:59pm AEDT on 24/12/23 (1:59am NZDT on the following day).										
Who can enter?	Only Australian and New Zealand residents who are aged 18 or over.										
Who can't enter?	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.										
Where will the competition run?	The competition will run in all supermarkets (including online) in Australia and New Zealand that stock Nutella 30g, 400g and 1kg 'limited edition Christmas' jars, Nutella B-Ready 132g (multipack) and Nutella Biscuits 193g packs (each a " Store "). Note that stock is subject to Store availability.										
Website	www.nutella.com/win-xmas										
Qualifying Purchase	To be eligible to enter, entrants must purchase, in a single transaction any of the below products in the relevant quantity from a Store (" Qualifying Purchase "): <ul style="list-style-type: none"> • any one (1) Nutella 400g or 1kg 'limited edition Christmas' jar or; • any one (1) Nutella B-Ready 132g (multipack) or; • any one (1) Nutella Biscuits 193g pack or; • any two (2) Nutella 30g 'limited edition Christmas' jars 										
Entry instructions	To enter, entrants must then, during the Competition Period: <ol style="list-style-type: none"> (a) visit the Website and follow the prompts to the promotion entry page; (b) input the requested details including full name, email address, postal address, phone number and the Store of Qualifying Purchase; (c) upload a copy of their Qualifying Purchase receipt; (d) select two (2) preferred jumper sizes in case the entrant's first preference is not available (S, M, L or XL); (e) 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 then (f) submit the fully completed online entry form (each an "Entry"). 										
How many winners will there be and how will they be chosen?	<p>There will be seven (7) draws conducted for this promotion. Entries close for each draw at 11:59pm AEDT (1:59am NZDT on the following day) on the dates specified in the table below. All draws will take place at 3:30pm AEDT (5:30pm NZDT) at KollwitzOwen, Suite 8, 799 Springvale Road, Mulgrave VIC 3170 on the dates specified in the table below. The first valid entries drawn in each draw, up to the number indicated in the far-right column in the table below will win a prize. The Promoter may draw additional reserve entries in a draw and record them in order in case a winning entry/entrant is deemed invalid. For the avoidance of doubt, non-winning entries in each draw will be rolled over to subsequent draws.</p> <p>Winners will be notified in writing within two (2) business days of the draw and ACT winners will be published on the Website on the dates specified in the table below.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Draw</th> <th style="text-align: center;">Entries close</th> <th style="text-align: center;">Draw date</th> <th style="text-align: center;">Publication Date</th> <th style="text-align: center;">Winners Drawn</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Draw	Entries close	Draw date	Publication Date	Winners Drawn					
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What can I win?	<p>There are 200 prizes available. Prizes are available in the following quantities, which will be awarded based on winner preferences where possible, and otherwise in the Promoter's sole and absolute discretion:</p> <ul style="list-style-type: none"> - 50x Small size; - 50x Medium size; - 50x Large size; - 50x Extra Large size. <p>The first valid entries drawn in each draw, up to the number indicated in the far-right column in the table above, will each receive one (1) Nutella Christmas Jumper valued at AU\$29.00.</p> <p>The Promoter will deliver prizes as soon as possible, however, the Promoter is not responsible for any delays in prize delivery, including if prizes are received after the Christmas period.</p>																																			
Total prize pool	The total prize pool is up to AU\$5,800.00.																																			
How many times can I enter?	<p>Multiple entries permitted, subject to the following:</p> <ul style="list-style-type: none"> (a) only one (1) entry permitted per transaction, regardless of how many eligible Nutella products are purchased; (b) each entry must be submitted separately and in accordance with entry requirements; (c) a maximum of one (1) entry per person per day is permitted. <p>For the avoidance of doubt, if multiple eligible Nutella products are purchased in a single Qualifying Purchase, the entrant is only entitled to one (1) Entry for that Qualifying Purchase.</p>																																			
How and when will the winner/s be informed?	Provisional winners will be notified by phone and in writing within two (2) business days of the relevant draw.																																			
Proof of purchase	<p>You must keep the following as proof of purchase for all entries:</p> <ul style="list-style-type: none"> • Copy of purchase receipt for the Qualifying Purchase. <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. Purchase receipt(s) must clearly specify the store of purchase and that the purchase was made during the Competition Period but prior to entry.</p>																																			
Unclaimed prize/s	<p>Prize claim date: 2:30pm AEDT (4:30pm NZDT) on 29/01/24. Unclaimed prize determination: 3:30pm AEDT (5:30pm NZDT) on 29/01/24 at the same location as the original draws.</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, subject to any directions from a regulatory authority.</p> <p>Any provisional winner/s, of the unclaimed prize draw, will be notified by phone and in writing within two days of the draw and their names will be published on the Website on 31/01/24.</p>
<p>Collection and use of your personal information</p>	<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 in any media for the purpose of promoting this promotion (including any outcome).</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 www.ferrero.com.au/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. 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>
<p>Permit numbers</p>	<p>Authorised under: ACT Permit No. TP23/00796 SA Licence No. T23/616 NSW Authority No. TP/00495</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 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. If a prize is forfeited, the Promoter will not be liable. 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.