

## “TIC TAC FIND YOUR MATCH” 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, whose principal place of business in NZ is DKSH New Zealand Limited, Head office & Distribution Center, 279 Railway Road, Milson, Palmerston North.
<b>Competition Period</b>	Entries open at 12:00am AEDT (2:00am NZST) on 15/01/24 and close at 11:59pm AEDT (1:59am NZDT) on 03/03/24.
<b>Who can enter?</b>	Only Australian and New Zealand 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 participating retailers in Australia and New Zealand (including online for Australia, but excluding online for New Zealand) which stock Tic Tac limited edition “find your match” 24g packs (each a “ <b>Participating Retailer</b> ”).
<b>Website</b>	<a href="http://www.tictac.com">www.tictac.com</a>
<b>Qualifying Purchase</b>	To be eligible to enter, entrants must, during the Competition Period, purchase any limited edition “find your match” 24g packs in a single transaction from any Participating Retailer. In the event a purchase receipt is not automatically provided to the entrant by a member of staff at the time of making their Qualifying Purchase, it is the entrant’s responsibility to request one.
<b>Entry instructions</b>	To enter, you must, during the Competition Period: (a) visit the Website and follow the prompts to the promotion entry page; (b) input the requested details including full name, email address, delivery address, phone number, and Participating Retailer of Qualifying Purchase; (c) input the Unique Code located on the product purchased in the Qualifying Purchase; (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 (e) submit the fully completed online entry form (each an “ <b>Entry</b> ”).
<b>How many winners will there be and how will they be chosen?</b>	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.  There are a total of 100 instant prizes available during the Competition Period. Prizes will be randomly awarded via an online electronic prize system.  Names of winners will be published online weekly on the Website from 22/01/24 .
<b>What can I win?</b>	Entrants who are notified that they have won an instant prize will win \$200 gift card. Australian winners will receive the prize as a digital Mastercard gift card and New Zealand winners will receive it as a physical Eftpos gift card. Entrants who have not won an instant prize will receive a message on screen indicating that they are not a winner.
<b>Total prize pool</b>	The total prize pool is up to AU\$20,000.
<b>How many times can I enter?</b>	Multiple entries permitted, subject to the following: (a) only one (1) entry is permitted per Unique Code; (b) the same Unique Code cannot be used more than once; (c) unrecognised codes will be deemed invalid; and (d) each entry must be submitted separately and in accordance with entry requirements.
<b>How and when will the winner/s be informed?</b>	Entrants will find out instantly upon submitting their Entry if they are a winner (message reveal on screen).

<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; and</li> <li>• The limited edition “find your match” 24g Tic Tac product packaging clearly showing the Unique Code.</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> 11am (AEDT) (1pm (NZDT)) on 02/04/24.  <b>Unclaimed prize determination:</b> 12pm (AEDT) (2pm (NZDT)) on 03/04/24 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, the relevant entry/ies will be discarded and the Promoter will carry out an unclaimed prize draw for any instant prizes that are won, but not claimed 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) days of determination.</p> <p>Winners, if any, will be published on the Website on 05/04/24.</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 for an unlimited period, 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="https://www.tictac.com/au/en/legal-aspects">https://www.tictac.com/au/en/legal-aspects</a> (AU) or <a href="https://www.tictac.com/nz/en/legal-aspects-tictacr/">https://www.tictac.com/nz/en/legal-aspects-tictacr/</a> (NZ). 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>
<b>Permit numbers</b>	<p>Authorised under:  ACT Permit No. TP23/01184  SA Licence No. T23/924  NSW Authority No. TP/00495</p>

11 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**

12 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 may be disqualified.

## Prizes

- 13 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.
- 14 Any ancillary costs associated with redeeming the gift cards are not included. Redemption of the gift cards is subject to any terms and conditions of the issuer including those specified on the gift cards.
- 15 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.
- 16 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

- 17 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).
- 18 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.
- 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.
- 110 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.
- 111 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.
- 112 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.
- 113 The Promoter's decision is final and no correspondence will be entered into.
- 114 Prizes cannot be transferred or exchanged nor redeemed for cash, unless otherwise specified.
- 115 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.
- 116 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.
- 117 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.

- 118 Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
- 119 Printing and other quality control errors will not invalidate an otherwise valid prize claim. Instant win game materials void if stolen, forged, mutilated or tampered with in any way.
- 120 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 will be awarded in the unclaimed prize draw.
- 121 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

- 122 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.
- 123 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 tictac.com. Open to AU & NZ res 18+. Excludes online purchases in NZ. Starts: 12am AEDT (2am NZST) on 15/1/24. Ends: 11:59pm AEDT (1:59am NZDT) on 3/3/24. Max 1 entry p/unique code. Retain receipt/s and product packaging with the unique code. Prizes: 100 x \$200 gift cards (digital Mastercard gift cards for AU & physical Eftpos gift cards for NZ). Winners published weekly on [www.tictac.com](http://www.tictac.com) from 22/1/24. Promoter: Ferrero Australia Pty Ltd (ABN 29 001 249 261), L36, 100 Miller Street, North Sydney NSW 2060 (AU) and 279 Railway Rd, Milson, Palmerston North (NZ). NSW Authority: **TP/ 00495**. Permits: **TP23/ 01184 SA T23/ 924**."

### Shorter T&C's

"T&Cs apply, see tictac.com. Open to AU & NZ res 18+. Excludes online purchases in NZ. Starts: 12am AEDT (2am NZST) on 15/1/24. Ends: 11:59pm AEDT (1:59am NZDT) on 3/3/24. Max 1 entry p/unique code. Retain receipt/s & product packaging w/ unique code. NSW Authority: **TP/ 00495**. Permits: **ACT TP23/ 01184 SA T23/ 924**."

Label T&C's

"Starts 15/1/24 & ends 11:59pm AEDT 3/3/24. AU/NZ res 18+. Limit 1 entry p/unique code. See tictac.com for T&Cs & to enter. NSW Authority TP/00495. Permits: ACT TP23/ 01184 SA T23/ 924."