

ARNOTT'S SHAPES FOOTY 2024 PROMOTION – NEW ZEALAND 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 New Zealand Limited (Company No. 208653) of Level 1, 61-73 Davis Crescent Newmarket, Auckland, 1023, New Zealand.

ELIGIBILITY

3. Entry is only open to New Zealand 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 1st cousin.

PROMOTIONAL PERIOD

5. Entries into the promotion open at 12:00:00am NZST on 15 July 2024 and close at 11:59:59pm NZST on 28 September 2024 ("**Promotional Period**").

HOW TO ENTER

6. To be eligible to enter, individuals must purchase any Arnott's Shapes product ("**Eligible Product**") from any retailer or supermarket in New Zealand that stocks Eligible Products during the relevant Promotional Period ("**Qualifying Purchase**"). Any Eligible Shapes Product can be a specially marked Shapes product or a non-specially marked Shapes product.
7. To enter, after making their Qualifying Purchase, entrants must then undertake the following steps during the Promotional Period:
 - (a) visit www.shapeswin.com;
 - (b) select NZ from the country of purchase drop down menu;
 - (c) follow the prompts to the promotion entry page;
 - (d) input the requested details, including name, email address and telephone number, which product was purchased in the Qualifying Purchase, where the Qualifying Purchase was made, and whether the Qualifying Purchase was made online or in-store;
 - (e) upload a copy of their purchase receipt; and
 - (f) follow the steps to submit the fully completed entry form.

LIMIT ON ENTRIES

8. Multiple entries permitted subject to the following:
 - (a) only one (1) entry permitted per Eligible Product;

- (b) each entry must be submitted separately and in accordance with the entry requirements; and
- (c) only one (1) prize is permitted per person.

- 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.

PRIZE DRAW

- 10. There will be one (1) draw conducted for the entries received each day of the Promotional Period, for a total of seventy-six (76) draws ("**Daily Draws**"). Subject to the starting and closing time of the Promotional Period, entries into each Daily Draw will open at 12:00AM NZST and close at 11:59PM NZST each day. Non-winning entries in each Daily Draw will not be entered into any subsequent Daily Draws.
- 11. All draws will take place at KollwitzOwen, Suite 8/799 Springvale Road, Mulgrave VIC 3170, Australia on 1 October 2024 at 11:00AM AEST. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. Winners will be notified by email within seven (7) days of the draw.
- 12. The first valid entry drawn in each Daily Draw will win 2024 One New Zealand Warriors Men's Replica Heritage Jersey valued at NZ\$160.
- 13. The total prize pool value is up to NZ\$12,160.

GENERAL TERMS

- 14. The Promoter's decision is final and no correspondence will be entered into.
- 15. 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.
- 16. Incomplete or indecipherable entries will be deemed invalid.
- 17. 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.
- 18. 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.
- 19. If a 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.

20. 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.
21. 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.
22. 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.
23. 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

24. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under 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.
25. 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

26. 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

and New Zealand 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 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 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, 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.