

## “ARNOTT’S TIM TAM 3 WISHES” PROMOTION 2022

### TERMS AND CONDITIONS

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The Promoter is Arnott’s Biscuits Ltd (ABN 44 008 435 729) of 24 George Street, North Strathfield NSW 2137, telephone (02) 8767 7000 (Australia) and Arnott’s New Zealand Limited (Company No. 208653) of Level 1, 61-73 Davis Crescent, Newmarket, Auckland, 1023, New Zealand (New Zealand) (“**Promoter**”)
3. Entry is only open to Australian and New Zealand residents aged 18 years or over. 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 1<sup>st</sup> cousin.
4. The promotion commences 12:00am AEST on 02/05/2022 (2:00am NZST on 02/05/2022) and ends 11:59pm AEST on 03/07/2022 (1:59am NZST on 04/07/2022) (“**Promotional Period**”).
5. To be eligible to enter individuals must purchase a specially marked packet of Tim Tam biscuits from any retailer nationally in Australia or New Zealand during the respective Promotional Period (“**Eligible Products**”). Specially marked packs of Arnott’s Tim Tam biscuits will include Original 200g, Classic Dark 200g, White 165g, Chewy Caramel 175g, Double Coat 200g and Murray River Salted Caramel 175g.
6. There are two elements to this promotion, the daily prize component (“**Hourly Prize Component**”) and the wish component (“**Wish Component**”).

#### **Hourly Prize Component**

7. To participate in the Hourly Prize Component (“**Hourly Prize Component**”) eligible individuals must complete the following during the Promotional Period:
  - (i) purchase an Eligible Product;
  - (ii) visit [www.arnotts.com/promos](http://www.arnotts.com/promos) and follow all the prompts on the entry page; and
  - (iii) submit the fully completed entry form.
8. There will be one (1) draw for the entries received during each hour between 12:00am AEST (2:00am NZST) and 11:59pm AEST (1:59am NZST) on each day of the Promotional Period (each an “**Hourly Draw**”) at 389/44 Lakeview Drive Scoresby VIC 3179. Each Hourly Draw will draw one (1) Hourly Winner (defined below) from all entrants received within that hour to which the Hourly Draw relates. There will be twenty-four (24) prizes available to be won each day of the Promotional Period, and a total of one thousand, five hundred and twelve (1,512) prizes to be won in total in the Hourly Prize Component. A total of one thousand, five hundred and twelve (1,512) Hourly Draws will be conducted, with the first Hourly Draw taking place at 01:00am AEST (3:00am NZST) 02/05/2022 and the last Hourly Draw taking place at 12:59am AEST (2:59am NZST) on 04/07/2022. For avoidance of doubt, entries received that are not deemed an Hourly Winner of that Hourly Draw will not be entered into future Hourly Draws but all entries will be entered into the second chance draw (see clause 27). The Promoter will use an approved computer drawing system to randomly draw one (1)

Hourly Winner in each Hourly Draw. For further avoidance of doubt, there will be one (1) Hourly Draw for all entries received within that hour to which the Hourly Draw relates from both Australia and New Zealand collectively with one (1) winner chosen.

9. Individuals will be notified hourly, in writing via email, if they are a provisional winner of a prize ("**Hourly Winners**"). Provisional Hourly Winners will be directed to a promotional page where individuals must complete the following to validate their entry and receive their prize:
  - (iv) upload a copy of their receipt as proof of purchase; and
  - (v) confirm their email address.

For avoidance of doubt, Hourly Prizes (defined below) will be sent to the nominated address provided by Hourly Winners at point of entry. If an Hourly Winner is subsequently found not to be an eligible entrant, or their entry is deemed invalid under these Terms and Conditions, the Hourly Prize will be forfeited.

10. All Hourly Winners names will be published on 23/07/2022 online at [www.arnotts.com/promos](http://www.arnotts.com/promos) for 28-days. All Hourly Winners will be deemed provisional winners only, until confirmed as verified winners upon validation of their entry by the Promoter.
11. Hourly Winners will receive a prepaid gift card with a prepaid value of \$100.00AUD (which is approximately \$107.24 NZD, based on the exchange rate as at 9/3/2022) ("**Hourly Prizes**"). AU winners will be given the choice of a Card or a Digital Card (defined below). NZ winners will be awarded a Card only.

#### **Wish Component**

12. For the purposes of the Wish Component, there will be a total of three (3) specially marked packets of Tim Tam biscuits that will contain a golden lamp inside the pack (each a "**Golden Tim Tam Pack**"). Each Golden Tim Tam Pack will be secretly planted by the Promoter at locations that have been previously determined by the Promoter.
13. Individuals that find a Golden Tim Tam Pack during the Promotional Period, will each win a Wish Prize (defined below). Individuals must retain the golden lamp inside their Golden Tim Tam Pack and follow the instructions provided to claim their Wish Prize, this will include sending the golden lamp to the Promoter for verification. Wish Prizes must be claimed by no later than 11:59pm AEDST on 24/09/2022 (1:59am NZST on 25/09/2022).
14. Each wish prize consists of up to \$100,000 towards fulfilling the winner's wish or wishes ("**Wish Prize**"). The Wish Prize amount will correspond to the local currency of the winner's country of residence (AUD/NZD). There will be three (3) Wish Prizes in total. The Promoter will work together with each winner to organise fulfilment of the winner's wish or wishes. The Promoter will fulfil up to three (3) wishes for each winner of a Wish Prize up to the total value of \$100,000 (in the winner's local currency). In the event fulfilment of the winner's wish/s will cost less than \$100,000, any remaining value will be forfeited by the winner and will not be redeemable for cash. In the event fulfilment of the winner's wish/s will cost more than \$100,000, the winner may select to pay the difference in cost to have their wish/s fulfilled. In the event there is a disagreement between the winner and the Promoter regarding the fulfilment of a wish, the Promoter's decision will be final. In the event the Promoter is unable to organise fulfilment of the winner's wish/s, the Promoter will award the winner \$100,000 in the form of a cheque made out in the winner's name. The Promoter will only fulfil wishes that are lawful and consistent with community standards in the Promoter's sole discretion. Wish Prizes must be fully redeemed by 24/09/2023. In addition to clause 29 below, it is a condition of receiving a Wish Prize that the winner agree to participate in and/or

provide the Promoter with promotional content in relation to their Wish Prize. Winners acknowledge that appropriate content may need to be produced before, during and after the Wish Prize is fulfilled depending on the winner's Wish Prize. If a winner of a Wish Prize refuses to participate in or provide the required promotional content, the Promoter reserves the right to invalidate the winner and the winner will forfeit their right to the Wish Prize.

15. Winners of a Wish Prize will be announced online at [www.arnotts.com/promos](http://www.arnotts.com/promos) on 22/10/2022 for 28-days.

#### **General**

16. In addition to uploading a receipt for the purposes of claiming a Hourly Prize, entrants must retain their original 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.
17. 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.
18. Incomplete or indecipherable entries will be deemed invalid.
19. Multiple entries permitted, subject to the following: (a) only one (1) entry is permitted per Eligible Product purchased; (b) each entry must be submitted separately and in accordance with entry requirements; and (c) a maximum of three (3) entries per person per day is permitted.
20. 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.
21. If any dispute arises between you and the Promoter concerning the conduct of this promotion or claiming a prize, the Promoter will take reasonable steps to consider your point of view, taking into account any facts or evidence you put forward, and to respond to it fairly within a reasonable time. In all other respects, the Promoter's decision is final and no correspondence will be entered into.
22. Hourly Prizes are subject to the relevant supplier's conditions, including the following conditions which apply to the EFTPOS prepaid Cards (the "**Card**") and the Digital Prepaid Mastercard® ("**Digital Card**"):

#### The Card

This Card is issued by Vii Pty Ltd ABN 83 619 963 263 ('we/us/our'). In these conditions 'you' are the Card purchaser or user. Vii Pty Limited ("Vii") is the issuer of the Card and authorises The Card Network ("TCN") Pty Ltd ABN 87 626 501 568 to distribute the Card.

- a. Using the Card, you agree to be bound by these Terms and Conditions. You must give these conditions to the user of the Card if that is not you. The Card remains our property.
- b. This Card is an eftpos prepaid gift card that can be used for electronic transactions, to purchase goods and services with "EFTPOS" facilities who accept prepaid gift cards. This card cannot be redeemed online.
- c. The Card will need to be activated once received. The card is valid from the date of activation. The relevant expiry period is printed on the back of your card. It is your responsibility to be aware of the expiry date.
- d. This Card is not reloadable. To check the card balance, card expiry and full conditions of use, go to [www.eftpos.gift/](http://www.eftpos.gift/) (Australian winners) or the URL on the back of the card (NZ Winners) For balance enquiries, you will be required to enter both the Card Number and Access PIN on your Card prior to getting access to the card information. The Card cannot be used after expiry. At expiry, the remaining available balance will be forfeited. We will not give you any notice before this happens.
- e. The Card cannot be used to make transactions that exceed the available balance. For such a transaction you need to pay the difference by another method if the merchant agrees.
- f. eftpos prepaid Gift Cards cannot be used to obtain or redeem cash and cannot be used for making direct debit, recurring, or regular instalment payments
- g. The Gift Card is like cash and may not be replaced if misused, lost, stolen or damaged.

#### Digital Card

- The Digital Prepaid Mastercard® is issued by EML Payment Solutions Limited ABN 30 131 436 532 AFSL 404131 pursuant to license by Mastercard Asia/Pacific Pte. Ltd. T&Cs apply. Mastercard and the circles design are registered trademarks of Mastercard International Incorporated.
  - Redemption of the Digital Prepaid Mastercard is subject to the standard terms and conditions, which can be found at <https://thecardnetwork.com.au/pages/terms-conditions>
  - Any ancillary costs associated with redeeming a Digital Prepaid Mastercard are not included. Any unused balance of a Digital Prepaid Mastercard will not be awarded as cash. Redemption of a Digital Prepaid Mastercard is subject to any terms and conditions of the issuer including those specified on the Digital Prepaid Mastercard.
23. It is a condition of accepting an HourlyPrize that the Hourly Winner must comply with all terms and conditions of use of the Hourly Prize, including (without limit) the Issuer's requirements.
  24. Subject to the unclaimed prize draw provisions in clause 27, if for any reason the Hourly Winner or winner of the Wish Prize does not take or redeem a prize (or an element of the prize) at or by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
  25. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
  26. Total prize pool value is up to \$451,200AUD for Australia and \$458,382NZD for New Zealand (based on the exchange rate as at 26/10/2021). Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.

27. A draw for any unclaimed Hourly Prize may take place on at 12:00pm AEDST (3:00pm NZDT) 01/11/2022 at 389/44 Lakeview Drive Scoresby VIC 3179, subject to any directions from a regulatory authority. Winners (if any) will be notified in writing within two (2) business days of the draw and their names will be announced online at [www.arnotts.com/promos](http://www.arnotts.com/promos) on 30/11/2022. There will be no unclaimed prize draw for any unclaimed Wish Prizes, which, if unclaimed, shall be forfeited.
28. In the event a prize winner cannot be found, this information will be published on [www.arnotts.com/promos](http://www.arnotts.com/promos) on 30/11/2022.
29. 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 without remuneration for the purpose of promoting this promotion (including any outcome).
30. 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, 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. Where it is practical for it to do so, the Promoter will notify you of such changes.
31. Any cost (including data costs) 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.
32. Printing and other 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 unclaimed Daily Prizes that are part of the advertised total prize pool will be awarded in the unclaimed prize draw as described under clause 27.
33. 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 (Commonwealth of Australia), the Consumer Guarantees Act (NZ) as well as any other implied warranties under the ASIC Act (Commonwealth of Australia) or similar consumer protection laws in the States and Territories of Australia or of 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.
34. 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) taking of or use of a prize.

35. As a condition of accepting a prize, the winner must sign any legal documentation as and in the form reasonably required by the Promoter and/or prize suppliers.
36. 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.arnotts.com/privacy-policy](http://www.arnotts.com/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 claimant, provided the entrant has given express consent. The Privacy Policy also contains information about how claimants may opt out, access, update or correct their PI, how claimants 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

**NSW Permit No. TP/01454. ACT Permit No. TP21/01938. SA Permit No. T21/1750**