

“ARNOTT’S SHAPES XBOX PROMOTION 2024” AUSTRALIA & NEW ZEALAND PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prize(s) form part of these terms and conditions (“Terms and Conditions”). Participation in this promotion is deemed acceptance of these Terms and Conditions.

PROMOTER

2. The Promoter is Arnott’s Biscuits Limited (ABN 44 008 435 729) of 24 George Street, North Strathfield NSW 2137 (in Australia) and Arnott’s New Zealand Limited (Company No. 208653) of Level 1, 61-73 Davis Crescent Newmarket, Auckland, 1023, New Zealand (in New Zealand).

ELIGIBILITY

3. Entry is only open to Australian and 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. In these Terms and Conditions, “immediate family” means any spouse, ex-spouse, de-facto spouse, de-facto partner, 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 for Australian residents at 12:00:00am AEDST on 05/02/2024 and close at 11:59:59pm AEST on 12/05/2024 (“**AU Promotional Period**”).
6. Entries into the promotion open for New Zealand residents at 12:00:00am NZST on 25/03/2024 and close at 11:59:59pm NZST on 09/06/2024 (“**NZ Promotional Period**”).
7. In these Terms and Conditions, the “**Promotional Period**” for Australia is the AU Promotional Period and for New Zealand is the NZ Promotional Period.

HOW TO ENTER

8. To be eligible to enter, individuals must purchase any Arnott’s Shapes product (“**Eligible Product**”) from any retailer or supermarket in Australia or New Zealand that stocks Eligible Products during the relevant Promotional Period (“**Qualifying Purchase**”) in a manner permitted for the promotion under clause 9. An Eligible Shapes Product may be a specially marked Shapes product or a non-specially marked Shapes product.
9. Australian residents can make a Qualifying Purchase online, where the supermarket or retailer has an online store. Purchases made online (including any online shopping orders from an online retailer or supermarket) by New Zealand residents will not constitute a Qualifying Purchase, are not permitted in this promotion and will not be accepted as a valid entry for the purposes of this promotion.

10. To enter the promotion, individuals must then undertake the following steps during the relevant Promotional Period:
- Visit www.ShapesWin.com;
 - Select country and residence
 - Follow the prompts to the entry page;
 - Input the requested details including their full name, mobile phone number, a valid email address and residential address;
 - Upload a copy of their purchase receipt clearly showing where the Qualifying Purchase was made, the product purchased (which must be an Eligible Product) and the date of purchase (which must be during the relevant Promotional Period but before or on the date of submitting an entry); and
 - Submit the fully completed online entry form.
11. Once the completed online entry form has been submitted, entrants will receive an online message acknowledging their entry and informing them that (a) they have been awarded one (1) entry into the relevant Daily Draw (defined below) according to the date/time of their entry; and (b) if they have won an Instant Prize (as defined below at clause 15) and if so, details on how to verify their entry and claim their Instant Prize. Each entrant that has won an Instant Prize must claim their prize by 11.59pm (AEST) on 09/07/2024 for Australian residents and 11:59pm NZST on 09/07/2024 for New Zealand residents. All winners of an Instant Prize and/or Daily Draw Prize (defined below) are subject to verification in accordance with these Terms and Conditions.

LIMIT ON ENTRIES

12. Multiple entries are permitted, subject to the following:
- (a) only one (1) entry is permitted per Eligible Product; and
 - (b) each entry must be submitted separately and in accordance with the entry requirements.

DAILY DRAWS

13. There will be one (1) draw conducted for the entries received each day of each Promotional Period (for a total of 98 draws in Australia and 77 draws in New Zealand ("**Daily Draws**"). Entries into each Daily Draw will open at 12:00:00am and close at 11.59:59pm each day based on AEDST for Australia and NZST for New Zealand. Each Daily Draw will take place at KollwitzOwen, Suite 8/799 Springvale Road, Mulgrave VIC 3170, Australia at 11:00am AEDST/AEST (as the case requires) on the first calendar day after entries close for that Daily Draw, with the first Daily Draw taking place on 06/02/2024 (for AU) and 26/03/2024 (for NZ) and the last Daily Draw taking place on 13/05/2024 (for AU) and 11/06/2024 (for NZ). Entries in each Daily Draw will NOT be entered into any subsequent Daily Draw(s). 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 in writing within seven (7) days of the relevant Daily Draw.
14. The first valid entry drawn in each Daily Draw will each win an Xbox Series X Console 512GB valued at AUD\$799 / NZD\$899 ("**Daily Draw Prize**").

INSTANT PRIZES

15. There will be a total of thirty thousand (30,000) Instant Prizes to be won randomly during each Promotional Period (20,000 in AU and 10,000 in NZ). Each Instant Prize is one (1) month XBOX Game Pass Subscription valued at AUD\$15.95 / NZD\$19.95 (each an “Instant Prize”). Instant Prizes must be redeemed at microsoft.com/redeem by 9th September 2024. Valid payment method required upon redeeming - unless cancelled prior, individuals will be charged the then-current regular membership rate when the subscription offer period ends. Limit: 1 per person/account. Upon redemption eligible existing gaming membership(s) will upgrade to Ultimate at a conversion ratio. Redemption, subscription and upgrades are subject to the Microsoft Services Agreement, Game Pass terms and system requirements at: xbox.com/subscriptionterms.

PUBLICATION

16. Daily Draw Prize winners and any ACT or SA winners of an Instant Prize will be published online at www.ShapesWin.com on 11/06/2024.

UNCLAIMED PRIZE DRAW

17. A draw for any Daily Draw Prize or Instant Prize that is won but remains unclaimed will take place 11:00am AEST at KollwitzOwen, Suite 8/799 Springvale Road, Mulgrave VIC 3170, Australia on 11/07/2024 subject to any directions from a regulatory authority. Winners, if any, will be notified in writing within seven (7) days of the draw. In the event of any Daily Draw Prize winners or ACT or SA winners of an Instant Prize, their names will be published online at www.ShapesWin.com on 17/07/2024.

GENERAL

18. Entrants must retain a copy of their 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 sole and 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 show that a Qualifying Purchase of an Eligible Product was made by the entrant in accordance with the entry requirements.
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 and absolute discretion, to disqualify any individual who the Promoter has reason to believe has:
- (a) breached any of, or does not qualify to participate in the promotion under, these Terms and Conditions;
 - (b) tampered with the entry process; or
 - (c) 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 sole and absolute 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 fully reserved.

20. Incomplete or indecipherable entries will be deemed invalid at the sole and absolute discretion of the Promoter.

21. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole and absolute discretion, to determine the identity of the entrant.
22. The Promoter's decision relating to an entry is full and final and no correspondence will be entered into.
23. Subject to the unclaimed prize draw clause, if for any reason a winner does not claim an Instant Prize/Daily Draw Prize at or by the time stipulated by the Promoter, then the Instant Prize/Daily Draw Prize will be deemed to be fully forfeited.
24. If an Instant Prize/Daily Draw Prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the Instant Prize/Daily Draw Prize with a prize to the equal value and/or specification, subject to any written directions from a legislative or regulatory authority.
25. The total prize pool value in Australia is AUD\$397,302. The total prize pool value in New Zealand is NZD\$268,723. Prizes won pursuant to these Terms and Conditions are not transferable or exchangeable and cannot be taken as cash, unless otherwise determined by the Promoter in its sole and absolute discretion.
26. All entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including in a photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of marketing this promotion (including any outcome), and for marketing any products manufactured, distributed and/or supplied by the Promoter.
27. 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 and absolute discretion, and to the fullest extent permitted by law:
 - (a) to disqualify any entrant; or
 - (b) to modify, suspend, terminate or cancel the promotion, as appropriate, subject always to any written directions from a legislative or regulatory authority.
28. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the internet service provider used and the entrant's relevant accessibility at the time. 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.
29. 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 Instant Prizes that are won but remain unclaimed will be awarded in the unclaimed prize draw. Instant win game materials will be void if they are stolen, forged, mutilated or tampered with in any way.

LIABILITY

30. 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 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.

31. 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

32. 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, New Zealand, 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.

PERMITS

NSW Permit No. TP/01454. ACT Permit No. TP23/01862. SA Permit No. T23/1445

**“ARNOTT’S SHAPES XBOX PROMOTION 2024” AUSTRALIA PROMOTION –
WOOLWORTHS EXCLUSIVE**

TERMS AND CONDITIONS

1. Information on how to enter and the prize(s) form part of these terms and conditions (“Terms and Conditions”). Participation in this promotion is deemed acceptance of these Terms and Conditions.

PROMOTER

2. The Promoter is Arnott’s Biscuits Limited (ABN 44 008 435 729) of 24 George Street, North Strathfield NSW 2137.

ELIGIBILITY

3. Entry is only open to Australian residents aged 18 years or over.
4. Employees (and their immediate families) of the Promoter, Woolworth’s Group and agencies associated with this promotion are ineligible to enter. In these Terms and Conditions, “immediate family” means any spouse, ex-spouse, de-facto spouse, de-facto partner, 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 AEDST on 05/02/2024 and close at 11:59:59pm AEST on 12/05/2024 (“**Promotional Period**”).

HOW TO ENTER

6. To be eligible to enter and receive an automatic entry into the draw, individuals must during the Promotional Period:
 - a) purchase any Arnott’s Shapes product (“**Eligible Product**”) from a Woolworths supermarket nationally (either instore or online) that stocks Eligible Products (“**Qualifying Purchase**”). To clarify, this includes any Woolworths Ampol MetroGo, Everyday Market and MILKRUN (powered by Metro);
 - b) submit an entry into Arnott’s Shapes Xbox 2024 Promotion (Terms and Conditions available at www.ShapesWin.com); and
 - c) select Woolworths as the location of their Qualifying Purchase.

LIMIT ON ENTRIES

7. Multiple entries are permitted, subject to the following:
 - (a) only one (1) entry is permitted per Eligible Product; and
 - (b) each entry must be submitted separately and in accordance with the entry requirements.

DRAW

8. There will be one (1) draw conducted at the end of the Promotional Period, from all valid entries received (“**Draw**”). The Draw will take place at KollwitzOwen, Suite 8/799 Springvale Road, Mulgrave VIC 3170, Australia at 11:00am AEST on 20/05/2024, in the presence of an independent scrutineer. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winners will be notified in writing within seven (7) days of the draw and their names will be published online at ShapesWin.com on 27/05/2024.

PRIZES

9. The first ten (10) valid entries drawn will each win a Custom Shapes Barbecue Xbox Series X Console 512GB valued at AUD\$999 each.

PUBLICATION

10. Winners will be published online at www.ShapesWin.com on 27/05/2024.

UNCLAIMED PRIZE DRAW

11. A draw for any unclaimed prizes will take place 11:00am AEST at KollwitzOwen, Suite 8/799 Springvale Road, Mulgrave VIC 3170, Australia on 20/06/2024, subject to any directions from a regulatory authority. Winners, if any, will be notified in writing within seven (7) days of the draw. Winners will be published online at www.ShapesWin.com on 27/06/2024.

GENERAL

12. Entrants must retain a copy of their 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 sole and 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.
13. 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 and absolute discretion, to disqualify any individual who the Promoter has reason to believe has:
 - (a) breached any of, or does not qualify to participate in the promotion under, these Terms and Conditions;
 - (b) tampered with the entry process; or
 - (c) 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 sole and absolute 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 fully reserved.

14. Incomplete or indecipherable entries will be deemed invalid at the sole and absolute discretion of the Promoter.

15. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole and absolute discretion, to determine the identity of the entrant.
16. The Promoter's decision relating to an entry is full and final and no correspondence will be entered into.
17. Subject to the unclaimed prize draw clause, if for any reason a winner does not claim a prize at or by the time stipulated by the Promoter, then the prize will be deemed to be fully forfeited.
18. If prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a legislative or regulatory authority.
19. The total prize pool value is \$9,990. Prizes won pursuant to these Terms and Conditions are not transferable or exchangeable and cannot be taken as cash, unless otherwise determined by the Promoter in its sole and absolute discretion.
20. All entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including in a photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of marketing this promotion (including any outcome), and for marketing any products manufactured, distributed and/or supplied by the Promoter.
21. 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 and absolute discretion, and to the fullest extent permitted by law:
 - (a) to disqualify any entrant; or
 - (b) to modify, suspend, terminate or cancel the promotion, as appropriate, subject always to any written directions from a legislative or regulatory authority.
22. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the internet service provider used and the entrant's relevant accessibility at the time. 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

23. 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 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.
24. 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

25. 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. 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, New Zealand, 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.

PERMITS

ACT Permit No. TP23/02010. SA Permit No. T23/1560