

McCain "Pickers" Consumer Promotion Competition 2024

Terms and Conditions

1. The promoter is Impeach Pty Ltd ACN 008 143 959 as trustee for the Foodland Promotions Unit Trust ABN 85 528 062 001 of 191 Flinders Street Adelaide SA 5000 referred to herein as Foodland (**Promoter**).
2. Participation in this Promotion is deemed acceptance of these Terms and Conditions.
3. Entry is open to all residents of South Australia and New South Wales.
4. Entrants must be 16 years of age or above, and those under 18 years of age must have parental/guardian approval to enter and the parent/guardian of the entrant must read and consent to all Terms and Conditions.
5. The officers, management and employees (and their immediate family members) of the Promoter and Participating Foodland Supermarkets, must not enter or participate in the Promotion. Immediate family member means any of the following: parent, sibling, child, spouse, de facto or domestic partner.
6. The Participating Foodland Supermarkets are listed in Schedule A (**Participating Foodland Supermarkets**).

How to Enter

7. The Promotion commences at 12:01 AM ACST on Wednesday, 24th July 2024 and closes at 11:59 PM ACST on Tuesday, 27th August 2024 (**Promotional Period**).
8. To enter, customers must:
 - a. register (or have an existing profile) as a user of the Foodland Great Rewards App (App); and
 - b. purchase any two (2) products in any one transaction on any qualifying McCain Pickers branded product(s) (**Eligible Purchase**) from any Foodland branded store located in South Australia or New South Wales; and
 - c. scan the Foodland Great Rewards App contained within a customer's user profile within the App at the register at the time of the Qualifying Purchase; and
 - d. Retain the original receipt.

For the purposes of this promotion, qualifying McCain Pickers branded products are any products from the

- e. McCain Pickers Italian Herb Mozzarella, McCain Pickers Nacho Cheese Triangles, McCain Pickers Jalapeno Cheese Nuggets, McCain Pickers Spicy Onion Rings, McCain Pickers Herb & Parmesan Cauliflower Bites.
9. Customers who perform all steps in clause 8 will automatically receive one entry into the draw and will be deemed an Eligible Entrant (**Eligible Entrant**).
 10. To obtain a Foodland Great Rewards card, customers must:
 - Download the App from the Apple Store or Google Play Store;
 - Complete registration of a user profile, including taking any steps that the Promoter may require for the user profile to be verified;
 - Once verified, a unique Foodland User ID will be created, and customers will be able to access a barcode unique to that ID which will be accessible via the App (**Foodland Great Rewards Card**)
 11. Customers with an existing Foodland Great Rewards Card must scan the Foodland Great Rewards Card at the point of purchase at the time of making a Qualifying Purchase.
 12. Multiple entries are permitted during the promotional period, however only one (1) entry is permitted per Qualifying Purchase, and only one (1) prize may be won per entry.

Prize Draw

13. The total prize pool for the McCains Pickers Promotion is \$11,600.00 (**Prize**), comprising the following prizes:
 - a) 1 x Home Entertainment Package (TV, Speakers, Soundbar) total value \$6000.00
 - b) 8 x Philips Essential Connected Airfryer XL Black total value \$2600.00
 - c) 30 x \$100.00 Foodland Vouchers total value \$3,000.00
14. Prize winners will be drawn at the Promoters Head Office, 191 Flinders Street, Adelaide SA 5000, at 2.00pm ACST on Friday, 13th September 2024 (**Prize Draw**).
15. The Prize Winner will be notified by phone and email by close of business on Monday, 16th September 2024 and their name will be published on the Foodland SA website for at least 7 days following the draw.
16. The Prize Winner must collect the prize within 14 days of the Prize Draw from the Promoters Head Office. The Promoter may, in its sole and absolute discretion elect to deliver the prize to an address or place nominated the Prize Winner, provided the Prize Winner has complied with clause 6 of these Terms and Conditions.
17. If the prize has not been claimed by Tuesday, 8th October 2024, the Promoter will conduct an unclaimed prize draw at the Promoter's Head Office on Friday, 11th October 2024. All entries received during the Promotional Period will be entered into the unclaimed prize draw.
18. In the event of an unclaimed prize draw, the winner of this draw will be notified by phone and email and announced on the Foodland website.

General

19. All entries remain the property of the Promoter. The Promoter collects entrants' personal information (as defined in the Promoter's Privacy Policy) in order to conduct the Promotion. A copy of the Promoter's Privacy Policy can be accessed on the Foodland SA website or by contacting the Promoter. If the information requested (being all information required to register as a user of the App and to obtain a Foodland Rewards Card) is not provided, the Promoter reserves the right to deem the entry invalid and the entrant may not participate in the Promotion. By entering the promotion, unless otherwise advised via an opt out notice to the Promoter's Privacy Officer (whose details are set out in the Promoter's Privacy Policy) or from the entrant withdrawing consent to use personal information for direct marketing purposes, each entrant consents to the Promoter using their personal information i to contact the entrant or registered user for future promotional, marketing and publicity purposes (including direct marketing). Entrants' personal information may be disclosed to the Liquor and Gambling Commissioner (SA) or to the Commissioner for Fair Trading, Department of Customer Service (NSW) the winner's name published as required under the *Lotteries Act 2019* (SA), and otherwise as required by law. A request to access, update or correct any information, as well as to opt out of direct marketing material, must be directed to the Promoter Privacy Officer whose details are set out in the Promoter's Privacy Policy.
20. The Promoter will not accept any responsibility for late, lost, incomplete or misdirected entries, and an entry is deemed to be received at the time it is received in the Promoter's database.
21. The Promoter will not be responsible for any incorrect, inaccurate, or incomplete information communicated in the course of or in connection with this Promotion if the deficiency is occasioned by any cause outside the reasonable control of the Promoter, including without limitation technical malfunctions or failures.

22. The Promoter is not responsible for any technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, technical problems, or traffic congestion on the Internet or at any web site, or any combination thereof, or any other technical failures, including any injury or damage to participants' or any other person's computer related to or resulting from participation in or downloading any materials relating to or in connection with this Promotion.
23. If for any reason this Promotion is not capable of running as planned in any respect due to any cause beyond reasonable control of the Promoter, the Promoter reserves the right in its sole discretion to cancel, postpone or amend the promotion subject to compliance with the Lotteries Act 2019 (SA) (**SA Act**) and Community Gaming Act 2010 (NSW) (**NSW Act**).
24. The Promoter 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 or engaged in any unlawful or other misconduct which jeopardises or may jeopardise the fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages or other compensation from such person(s) are reserved.
25. Prizes, or any unused portion of a prize, are not transferable or exchangeable.
26. The Promoter may, in its absolute discretion, refer to a prize winner in any marketing material relating to the Promotion, by using (or permitting authorised third parties to use) the entrant's name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period of time without remuneration for the purpose of promoting this Promotion (including any outcome), the Promoter and or products/services supplied by the Promoter or a Participating Foodland Supermarket.
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, 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 the Liquor and Gambling Commissioner (SA) or from the Commissioner for Fair Trading, Department of Customer Service (NSW), to modify, suspend, terminate, or cancel the Promotion, as appropriate.
28. Errors and omissions in an entry 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. Incomplete, indecipherable, or illegible entries will be deemed invalid.
29. The Promoter reserves the right, at any time, to verify the validity of entries and eligibility of entrants (including an entrant's identity, age, and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process.
30. Except for any liability that cannot be excluded by law, the Promoter (including their officers, employees and agents) exclude 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, including, but not limited to, where arising out of the following:
 - (a) any technical difficulties or equipment malfunction (whether or not under the Promoter control);
 - (b) any theft, unauthorised access or third party interference;
 - (c) any entry or prize claim that is late, lost, stolen, 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; or
- (e) participation in/use of the prize.

31. In the event of war, terrorism, pandemic, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify, or suspend the Promotion (in part or in full), subject to any written directions from the Liquor and Gambling Commissioner (SA) or from the Commissioner for Fair Trading, Department of Customer Service (NSW) in accordance with the SA Act and or the NSW Act.
32. The Promoter reserves the right to vary these Terms and Conditions without prior notice. The right to amend these Terms and Conditions includes changing the definition of a Qualifying Purchase, terminating the offer before the Prize Draw Date, changing the details of the Promotion or offer or any other changes reasonably required by the Promoter.
33. An entrant or any other person who is unhappy with the conduct of the Promotion or the claiming of a prize, should in the first instance contact the General Manager Marketing of the Promoter by email to customersupport@foodlandsa.com.au].
34. Should an entrant's contact details change during the Promotion; it is the entrants' responsibility to notify the Promoter via email customersupport@foodlandsa.com.au prior to the date which a prize must be collected in accordance with clauses 16 and 18.
35. Personal information is collected by the Promoter in order to conduct this Promotion. By entering the Promotion, an entrant agrees that the Promoter may disclose Personal Information to third parties, including but not limited to their employees, agents, contractors, service providers, suppliers, any regulatory authority and as otherwise required by law. The Promoter will otherwise use and handle all personal information in accordance with its Privacy Policy which can be found at www.foodlandsa.com.au/privacy-policy or via this link [Privacy Policy](#).
36. HELPLINE: Customers may contact customersupport@foodlandsa.com.au should they have any issues with the App.
37. SA Permit Number: T24/948, NSW Permit Number: TP/03619

Schedule A (Participating Foodland Supermarkets)

STORE NAME	ADDRESS	
ANGASTON FOODLAND	57 Murray Street	ANGASTON SA 5355
ALDGATE FOODLAND	232 Mount Barker Road	ALDGATE SA 5154
ATHELSTONE FOODLAND	320 Gorge Road	ATHELSTONE SA 5075
BALAKLAVA FOODLAND	13 Wallace Street	BALAKLAVA SA 5461
BALHANNAH FOODLAND	84 Main Street	BALHANNAH SA 5242
BARMERA FOODLAND	18 Barwell Avenue	BARMERA SA 5345
BIRDWOOD FOODLAND	Shannon Street	BIRDWOOD SA 5234
BORDERTOWN NORTH FOODLAND	110 North Terrace	BORDERTOWN SA 5268
BRIGHTON FOODLAND	527 Brighton Road	BRIGHTON SA 5048
BROOKLYN PARK FOODLAND	289 Henley Beach Road	BROOKLYN PARK SA 5032
CAMPBELLTOWN FOODLAND	610 Lower North East Road	CAMPBELLTOWN SA 5075
CEDUNA FOODLAND	48 Poynton Street	CEDUNA SA 5690
CLARE FOODLAND	250 Main North Rd	CLARE SA 5453
CLEVE FOODLAND	35 Main Street	CLEVE SA 5640
CROYDON FOODLAND	191 South Road	RIDLEYTON SA 5008
CRYSTAL BROOK FOODLAND	Bowman Street	CRYSTAL BROOK SA 5523
DAW PARK FOODLAND	530 Goodwood Road	DAW PARK SA 5041
DARLINGTON FOODLAND	60 Seacombe Road	DARLINGTON SA 5047
ERINDALE FOODLAND	363 Kensington Road	KENSINGTON GARDENS SA 5068
EUDUNDA FOODLAND	21 Bruce Street	EUDUNDA SA 5374
FAIRVIEW PARK FOODLAND	325 Hancock Road	FAIRVIEW PARK SA 5126
FELIXSTOW FOODLAND	6/471 Payneham Road	FELIXSTOW SA 5070
FLAGSTAFF HILL FOODLAND	Memford Way	FLAGSTAFF HILL SA 5159
FREELING FOODLAND	3 Hanson Street	FREELING SA 5372
FREWVILLE FOODLAND	177 Glen Osmond Road	FREWVILLE SA 5063
GLENELG SOUTH FOODLAND	103 Partridge Street	GLENELG SA 5045
GOOLWA FOODLAND	Hutchinson Street	GOOLWA SA 5214
GREENWITH FOODLAND	222 Target Hill Road	GREENWITH SA 5125
HACKHAM FOODLAND	77 Collins Parade	HACKHAM SA 5163
HAPPY VALLEY FOODLAND	19/50 Kenihans Road	HAPPY VALLEY SA 5159
ROYAL PARK FOODLAND	53-59 Tapleys Hill Road	HENDON 5014
HENLEY SQUARE FOODLAND	348-354 Seaview Road	HENLEY BEACH SA 5022

HOVE FOODLAND	349 Brighton Road	HOVE SA 5048
JAMESTOWN FOODLAND	5 Arran Street	JAMESTOWN SA 5491
KAPUNDA FOODLAND	113 Main Road	KAPUNDA SA 5373
KILKENNY FOODLAND	Armada Arndale Shopping Centre, 470 Torrens Road	KILKENNY SA 5009
KINGSTON SE FOODLAND	1 Hansen Street	KINGSTON SE SA 5275
LITTLE HAMPTON FOODLAND	85 Princess Highway	LITTLEHAMPTON SA 5250
LOBETHAL FOODLAND	18 Main Street	LOBETHAL SA 5241
LOCKLEYS FOODLAND	491 Henley Beach Road	FULHAM SA 5024
LOXTON FOODLAND	East Terrace	LOXTON SA 5333
MAGILL FOODLAND	591 Magill Road	MAGILL SA 5072
MAITLAND FOODLAND	25 Robert Street	MAITLAND SA 5573
MANNUM FOODLAND	76 Randell Street	MANNUM SA 5238
MARION FOODLAND	750 Marion Road	MITCHELL PARK SA 5043
MCLAREN VALE FOODLAND	130 Main Road	MCLAREN VALE SA 5171
MENINGIE FOODLAND	Princess Highway	MENINGIE SA 5264
MILLICENT FOODLAND	PO Box 71	MILLICENT SA 5280
MINLATON FOODLAND	14 Main Street	MINLATON SA 5575
MITCHAM FOODLAND	Shop 1, Mitcham Square, 119 Belair Road	TORRENS PARK SA 5062
MOANA HEIGHTS FOODLAND	Babbacombe Rd & Commerical Rd	MOANA SA 5169
MORPHETT VALE FOODLAND	Connington Plaza, 201 Main South Road	MORPHETT VALE SA 5162
MT BARKER FOODLAND	2 Victoria Crescent	MT BARKER SA 5251
MUNNO PARA FOODLAND	600 Main North Road	SMITHFIELD SA 5114
NAIRNE FOODLAND	121 Princes Highway	NAIRNE SA 5252
NARACOORTE FOODLAND	63 Ormerod Street	NARACOORTE SA 5172
NORMANVILLE FOODLAND	85 Main Road	NORMANVILLE SA 5204
NORWOOD FOODLAND	161-169 The Parade	NORWOOD SA 5067
NORTH ADELAIDE FOODLAND	71-79 O'Connell Street	NORTH ADELAIDE SA 5006
OLD REYNELLA FOODLAND	221 Old South Road	OLD REYNELLA SA 5161
PARAFIELD GARDENS FOODLAND	237 Martins Road	PARAFIELD GARDENS SA 5107
PASADENA FOODLAND	20 Fiveash Drive	PASADENA SA 5042
PENOLA FOODLAND	27 Church Street	PENOLA SA 5277
PETERBOROUGH FOODLAND	177 Main Street	PETERBOROUGH SA 5422
PINNAROO FOODLAND	15 Railway Terrace	PINNAROO SA 5304
PORT ADELAIDE FOODLAND	Port Mall Shopping Centre, Marryatt Street	PORT ADELAIDE SA 5015

PORT AUGUSTA FOODLAND	23 Loudon Street	PORT AUGUSTA WEST SA 5700
PORT NOARLUNGA FOODLAND	28 Seaford Road	SEAFORD SA 5169
RENMARK FOODLAND	25 Ral Ral Avenue	RENMARK SA 5341
ROBE FOODLAND	PO Box 374	ROBE SA 5276
ROSTREVOR FOODLAND	161 St Bernards Road	ROSTREVOR SA 5073
ROSEWATER FOODLAND	144 Grand Junction Road	ROSEWATER SA 5013
RUNDLE MALL FOODLAND	Shop 9, 141-159 Rundle Mall	ADELAIDE SA 5000
SAINTS ROAD FOODLAND	Cnr Main North Road & Saints Road	SALISBURY SA 5109
SALISBURY EAST FOODLAND	53-63 Northbri Ave	SALISBURY EAST SA 5109
SEACLIFF PARK FOODLAND	228 Seacombe Road	SEACLIFF PARK SA 5049
SEFTON PARK FOODLAND	231 Main North Road	SEFTON PARK SA 5083
STREAKY BAY FOODLAND	PO Box 186	STREAKY BAY SA 5680
STIRLING FOODLAND	3/5 Johnston Street	STIRLING SA 5152
TAILEM BEND FOODLAND	113 Railway Terrace	TAILEM BEND SA 5238
TANUNDA FOODLAND	119 Murray Street	TANUNDA SA 5352
THEBARTON FOODLAND	81 George Street	THEBARTON SA 5031
TUMBY BAY FOODLAND	5 Spencer Street	TUMBY BAY SA 5605
WAIKERIE FOODLAND	4 McCoy Street	WAIKERIE SA 5330
WEST LAKES FOODLAND	Bartley Terrace	WEST LAKES SHORE SA 5020
WHYALLA FOODLAND	82 Essington Lewis Ave	WHYALLA SA 5600
WHYALLA ONE STOP FOODLAND	Shop 9, Flinders Avenue	WHYALLA STUART SA 5600
WOODSIDE FOODLAND	25 Onkaparinga Valley Road	WOODSIDE SA 5244
WUDINNA FOODLAND	49 Ballantyne Street	WUDINNA SA 5652
YORKETOWN FOODLAND	14 Warooka Road	YORKETOWN SA 5576
NEW SOUTH WALES		
BERYL STREET FOODLAND	346 Blende Street	BROKEN HILL NSW 2880

Schedule B (Participating Products)

McCain Pickers Italian Herb Mozzarella 230g

McCain Pickers Nacho Cheese Triangles 230g

McCain Pickers Jalapeno Cheese Nuggets 230g

McCain Pickers Spicy Onion Rings 230g

McCain Pickers Herb & Parmesan Cauliflower Bites 230g