

Foodland Supermarkets x Adelaide Crows – Win a \$1000 Foodland Gift Card (“Promotion”)

TERMS AND CONDITIONS

- A. 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 South Australia, 5000, referred to herein as Foodland (**“Promoter”**).
- B. Participation in this Promotion is deemed acceptance of these Terms and Conditions.
- C. Entry is open to all financial members of the Adelaide Football Club as at 8 July 2024.
- D. 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.
- E. 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.

HOW TO ENTER

1. The Promotion commences at 12.01 pm (ACST) on Monday 8 July 2024 and ends at 11.59 pm Sunday 28 July 2024 (**Promotional Period**).
2. To be eligible to enter, customers must:
 - (a) register (or have an existing profile) as a user of the Foodland App (**App**);
3. Customers who perform all steps in clause 2 will automatically receive one entry into the draw and will be deemed an Eligible Entrant (**Eligible Entrant**).
4. To obtain a Foodland 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 Rewards Card**).
5. Multiple entries are permitted during the promotional period, however only one (1) entry is permitted per member, and only one (1) prize may be won per entry.

Prize Draw

6. The total prize pool for the Promotion is \$1,000.00, comprising the following prizes:
 - a) 1 x \$1,000.00 comprised of 2 x \$500.00 Foodland Vouchers.
7. Prize winners will be drawn at the Promoters Head Office, 191 Flinders Street, Adelaide 5000 (**Promoters Head Office**) at 11.00am ACST on Wednesday 14th August 2024.
8. All vouchers will be valid for a period of 36 months from the Prize Draw Date referred to in clause 8.
9. A voucher cannot be exchanged for cash but should be treated as cash. A voucher cannot be replaced if lost.
10. The Prize winner will be notified by phone and email within 2 business days of a prize draw and their names will be displayed on the Foodland SA website – www.foodlandsa.com.au for at least 7 days following each prize draw.
11. All prize winners must show their valid Adelaide Football Club Membership to the Promoter in order to collect the prize. Failure to produce membership when requested may in the absolute discretion of the Promoter, result in invalidation of a participant’s entry and forfeit the participant’s eligibility for a prize. The Promoter reserves the right to verify the validity of entries at any time prior to the prize being delivered to the prize winner.
12. The prize draw will be conducted manually. Drawn entries will be checked for validity against these Terms and Conditions, including but not limited to those in clause 2. Any entries the Promoter has deemed as not valid in accordance with these Terms and Conditions will be discarded, and the draw will continue until all prizes are allocated in accordance with clause 8.

13. The Promoter's determination of the prize winners is final, and no correspondence will be entered into.
14. Prize winners must each collect their prize within 14 days of the Prize Draw Date from the Promoter's Head Office. The Promoter may, in its sole and absolute discretion, elect to deliver the prize to an address or place nominated by the prize winner, provided the prize winner has complied with these Terms and Conditions, in particular those in clause 2 and 12.
15. If a prize has not been claimed in accordance with clause 15, the prize will be deemed unclaimed and the Promoter will conduct a second chance draw at the Promoter's Head Office at 10.00am ACST on Friday, 13 December 2024 (**Second Chance Draw**). All valid entries received during the Promotional Period will go into the Second Chance Draw.
16. If a Second Chance Draw is held, prize winners will be notified by phone and email within 2 business days of the draw and the names will be published on the Foodland SA website. Prize winners of the Second Chance Draw must collect their prize from the Promoter's Head Office within 14 days of the Second Chance Draw.
17. Any prizes that are not claimed following the Second Chance Draw will be disposed of and the monies will be donated to the Promoter's charitable organisation Good4Locals Incorporated (SA Registration No A44854).

GENERAL

18. 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 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.
19. 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.
20. 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.
21. 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.
22. If for any reason this Promotion is not capable of running as planned in any respect due to any cause beyond the 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**).
23. 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.

24. Prizes, or any unused portion of a prize, are not transferable or exchangeable.
25. 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.
26. 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.
27. 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.
28. 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.
 29. 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.
30. 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.
31. 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.
32. 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 .
33. 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.
34. 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.
35. HELPLINE: Customers may contact customersupport@foodlandsa.com.au should they have any issues with the Great Rewards App.