

## Kimberly Clark Consumer Promotion - Chance to Win up to \$18K in prizes

### Terms and Conditions

1. Information on how to enter and Prizes (defined below) forms part of these Conditions of Entry.
2. Entry into the “Chance to win up to \$18K in prizes” Promotion (**Promotion**) is deemed to be an acceptance of these Terms and Conditions.
3. Promotion commences at 12:00am ACST on 11<sup>th</sup> September 2024 and closes on 15<sup>th</sup> October 2024 at 11.59 pm ACST (**Promotion Period**).
4. The promoter is Kimberly-Clark Australia Pty Limited (ABN 65 000 032 333), Level 4 100 Arthur St, North Sydney, NSW 2060, Australia, Tel 1800 028 334 (**Promoter**).
5. Entry is only open to SA (South Australia) residents aged 18 years or over.
6. 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.
7. The following entry limits apply:
  - a. There is a limit of 3 entries per person.
  - b. You can only enter once per day.
  - c. You can only enter once per Qualifying Purchase; and
  - d. Each entry must be submitted separately in accordance with these Terms and Conditions.
8. The following persons are ineligible to enter this Promotion:
  - a. persons who have won a prize or prizes valued either individually or collectively at more than AUD \$1,000 (including GST) in any competition or promotion run by or on behalf of the Promoter, within the 12 months prior to the commencement of the Promotion Period;
  - b. persons who have used or attempted to use any more than one name in order to enter or qualify to win a competition or promotion run by or on behalf of the Promoter (except in the case of a legal change of name); or
  - c. persons who have breached the terms and conditions of any competition or promotion run by or on behalf of the Promoter.
9. To enter the Promotion, Entrants must complete the following steps during the Promotion Period:
  - a. Spend a minimum \$20.00 on any Kimberly Clark product, in a single transaction from a participating Foodland Store (**Qualifying Purchase**). A participating Foodland Store is any Foodland store in South Australia that displays material advertising this Promotion (including Foodland’s online store);
  - b. Entrants must retain their Qualifying purchase receipt. In the event that a purchase receipt is not provided to them, it is the individual’s responsibility to request one.
  - c. After making a Qualifying Purchase and collecting their Qualifying purchase receipt, visit [www.foodlandsa.com.au/competitions-2/kimberly-clark-consumer-promotion](http://www.foodlandsa.com.au/competitions-2/kimberly-clark-consumer-promotion) (**Promotion Website**) and follow the prompts to input the requested details and submit the fully completed entry form (**Entry**).

10. For the avoidance of doubt, a Qualifying Purchase can only be made during the Promotional Period.
11. Entries are deemed to be received at the time of receipt by the Promoter. Records of the Promoter are final and conclusive as to time of receipt.
12. An Incomplete or indecipherable Entry (including purchase receipts that in the opinion of the Promoter are not legible or valid) will be deemed invalid.
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 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.
14. There will be a random electronic draw conducted by an independent scrutineer at 3pm AEDT on Friday, 18<sup>th</sup> October 2024. All random electronic draws will be conducted at Level 2, 11 York Street, Sydney NSW 2000. The first 21 valid entries drawn randomly will win a prize.
15. The Promoter may draw additional reserve Entries in a draw and record them in order, in case a winning Entry/entrant is deemed invalid or a prize is unclaimed (**Reserve Entrants**).
16. The prizes are as follows:
  - a. the first valid Entry drawn will win AUD\$10,000, which will be rewarded in the form of a Visa eGift Card; and
  - b. the following 40 Entries drawn will win AUD\$200 each, which will be rewarded in the form of a Foodland Gift Card.

**(Prize/s)**

17. There are a total of 41 winners. The total Prize pool value is up to \$18,000(AUD).
18. Winners will be notified by email and/or phone within two business days of the relevant draw and the name of all winners will be published on [www.foodlandsa.com.au/competitions-2/kimberly-clark-consumer-promotion](http://www.foodlandsa.com.au/competitions-2/kimberly-clark-consumer-promotion) on Friday 25<sup>th</sup> October 2024.
19. If any dispute arises between an entrant and the Promoter concerning the conduct of this competition or claiming a Prize, the Promoter will take reasonable steps to consider the entrant's position, and to respond within a reasonable time. The Promoter's decision is final and no correspondence will be entered into.
20. By using the Foodland Gift Card you agree to the full Store Gift Card Terms and Conditions. Foodland Gift Card is redeemable in store and online at Foodland stores only. Participating stores may change from time to time. For full Store Gift Card Terms and Conditions visit [Gift Card - Foodland SA](#) . Foodland Gift Card will expire 36 months from the date of issue. Following expiry any unused amount will not be refunded. Foodland will not replace lost, stolen or deleted Store Gift Cards. For the balance and transactions history visit [Balance Check \(givex.com\)](#). Foodland Gift Card is issued by Foodland Promotions Unit Trust (ABN 85 528 062 001).

21. The Prizes (including any unused portion of a Prize) cannot be transferred, exchanged, replaced or redeemed for cash. The Prizes must be taken as offered and cannot be varied by a winner. The Promoter retains the right to substitute a Prize (or a part of a Prize) with a prize or prizes of equal or greater value (including where a Prize is unavailable), subject to approval of the gaming authorities in each State and Territory where relevant.
22. Subject to clause 25 of these Terms and Conditions, if for any reason a winner does not take a Prize (or an element of a Prize) by the time stipulated by the Promoter, then the Prize (or that element of the Prize) will be forfeited.
23. If a Prize has not been accepted or claimed by 2pm (ACST) on 8<sup>th</sup> January 2025 or if, after making all reasonable attempts, the Promoter can't contact a winner (or a winner does not contact the Promoter) by 2pm (ACST) on 8<sup>th</sup> January 2025, the relevant Entry/ies will be discarded and the Promoter will re-award the relevant Prize/s to Reserve Entrant/s and/or carry out a draw for any unclaimed Prizes on 10<sup>th</sup> January 2025 at the same time and place as the original draws, subject to any directions from a regulatory authority. Winners, if any, will be notified by email within two business days of the draw and have their name published on [www.huggies.com.au/promotions](http://www.huggies.com.au/promotions) on 17<sup>th</sup> January 2025.
24. The Promoter and its associated agencies or companies accept no responsibility for any lost or misdirected Entries.
25. Any cost associated with accessing the Promotion Website is the entrant's responsibility and is dependent on the Internet service provider used.
26. Any Entry that is lodged by automatic, repetitive, robotic, programmed or similar entry methods or agents, including the use of a competition entry service (as determined in the absolute discretion of the Promoter) will be void.
27. If for any reason this Promotion is interfered with in any way or is not capable of running as planned 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 discretion, to the fullest extent permitted by law to: (a) modify suspend, terminate or cancel the Promotion as appropriate, subject to approval of the gaming authorities in each State and Territory where relevant; (b) disqualify any entrant.
28. The Promoter has no control over Internet or mobile telephone communications, network lines, bugs, viruses and server problems and accepts no responsibility for any problems associated with them, for any reason.
29. Nothing in these Terms and Conditions excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees under any applicable law including *Competition and Consumer Act 2010* (Cth) or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**").
30. 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: (a) this Promotion; (b) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (c) any theft, unauthorised access or third party interference; (d) any Entry or Prize claim that is late, lost, altered, damaged or misdirected (whether or not after receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (e) any variation in Prize value to that stated in these Terms and Conditions; (f) any tax liability incurred by a winner or entrant; or (g) taking and/or use of a Prize.

31. Any goods and/or services (including Prizes) supplied by a third party supplier is subject to the terms and conditions of that third party supplier. The Promoter is not responsible or liable for any loss, damage or injury suffered by any winner as a result of the conduct of any third party supplier or otherwise as a result of a winner accepting and/or using goods/services and/or a Prize (even if caused by negligence), except for any liability which cannot be excluded by law.
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 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 <https://www.kimberly-clark.com/en-au/privacy>. 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 entrant. 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. Unless otherwise indicated by the Promoter, the Promoter may disclose personal information to entities outside of Australia (for a list of the countries, see the Promoter's Privacy Policy).
33. All amounts and (where applicable) prize values are correct as at the date of these Terms and Conditions and are in Australian Dollars, but to the extent permitted by law, no responsibility is accepted by the Promoter for any variation in amounts/value after the date of these Terms and Conditions.
34. Authorised under: SA Permit No. T24/1089