

Arnott's "Win a Year of Yo-Yo's" Consumer Promotion 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. Information on how to enter the promotion and prize forms part of these Conditions of Entry. Entry into the promotion is deemed acceptance of these Conditions of Entry.
3. Entry is open to all residents in South Australia aged 18 years and over who satisfy the entry requirements as stated in terms 4 and 5. The officers, management, and employees (or immediate family of an officer, manager, or employee) of the Promoter, the agencies associated with this Competition, and their related bodies corporate are not eligible to enter.
4. To enter, participants must purchase any three Arnott's branded products ("**Arnott's**") in one transaction that include Cream, Plain, Cookies, Shortbread, Kids and Multipack sweet biscuits from a Foodland store during the promotional period.
5. Participants must enter online at www.foodlandsa.com.au and follow the links to enter your details as prompted including the date, store and Arnott's products purchased. Entrants must keep an original copy of their receipt as proof of purchase.
6. The promotional period starts at 12:01 AM ACST on Wednesday 9th October 2024 and ends at 11:59 PM AEST on Tuesday, 5th November 2024.
7. Prize winners will be drawn at Foodland Supermarkets, Flinders Street, Adelaide 5000 at 11.00 AM on Friday, 15th November 2024.
8. Prize winners will be notified by phone and email by close of business Monday, 18th November 2024 and their name will be published on the Foodland SA website for at least 7 days following the draw.
9. The total prize pool value is \$3432.00.
 - a. There are 20 x one year supply of Yo-Yo biscuits (52 packets) valued at \$171.60.
10. The Promoter may disclose the winner's personal information to an agent or prize supplier for the purpose of prize distribution and delivery.
11. Winners must make themselves available for marketing purposes for example, photography, TV and radio interviews.
12. No responsibility will be accepted for late, lost or misdirected entries and entry is deemed to be received at the time it is received in the Promoter's database and not the time of transmission by the entrant.
13. Any form of automated electronic entry that does not meet the entry requirements as per clause 4 will be deemed invalid and not counted as a valid entry.

14. One entry per eligible purchase (see term 4). Multiple entries are accepted however each entry must be made in relation to a separate purchase as per term 4.
15. All web participants must retain the purchase receipt for the participating products as proof of purchase for all entries. Failure to produce any purchase receipt when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of a participant's entries and forfeits any right to a prize. The Promoter reserves the right to verify the validity of entries.
16. The Promoter's decision as to the winner is final and no correspondence will be entered into.
17. All entries remain the property of the Promoter. The Promoter collects entrants' personal information in order to conduct the promotion. If the information requested is not provided, 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 from the entrant withdrawing consent to use personal information for direct marketing purposes, each entrant also agrees that the Promoter may use this information to contact you for future promotional, marketing and publicity purposes. Entrants' personal information may be disclosed to State and Territory lottery departments and the winner's name published as required under the relevant lottery legislation. A request to access, update or correct any information, as well as to opt out of receipt of direct marketing material, should be directed to the Promoter at their address set out above.
18. The Promoter and its officers, employees and agents will not be liable for any damage or loss (including but not limited to, indirect or consequential loss) arising from personal injury or death or loss of, or damage to property which is suffered or sustained in connection with the promotion or any prize, except to the extent that liability cannot be excluded by law.
19. 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.
20. The Promoter is not responsible for any technical malfunction of any telephone network or lines, computer on-line 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 in this promotion.
21. 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 the written directions of any competent authority.
22. 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 conditions or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

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 and P&G (including its respective 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.

24. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and Arnott's (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 or Arnott's; (d) any variation in prize value to that stated in these Terms and Conditions.