

Terms and Conditions - Disney Words at Woolworths

KEY TERMS

Updated as at 8 March 2019.

These terms and conditions provide information regarding the Disney Words at Woolworths Promotion. By participating and accepting Tiles, entrants agree to be bound by these terms and conditions. Entries must comply with these terms and conditions to be valid.

Promotion Website	www.woolworths.com.au/words
Eligible Entrants	<p>Entry is open to residents of Australia aged 14 years of age and over.</p> <p>Individuals between the ages of 14 and 17 years (inclusive) must obtain parental/guardian consent to enter. Parents/guardians may be required to enter into a further agreement with the Promoter as evidence of consent to the minor participating in this Promotion.</p> <p>Employees of the Promoter (and their immediate families), its associated companies, and any other agencies associated with this Promotion are ineligible to win an Instant Prize. 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, brother, sister, step-brother or step-sister.</p>
Promotional Period	The period between 00.01 AEDT on Wednesday 27 February 2019 and 23.59 AEST on Tuesday 9 April 2019 or while stocks of Tiles last.

How to enter

There are two (2) methods of entry: Qualifying Spend and Bonus Tile.

To enter the promotion, Eligible Entrants must undertake the following steps:

Qualifying Spend entry

1. Spend \$30 or more in a single transaction (excluding any money spent on **Excluded Purchases**) at any Woolworths supermarket, Woolworths Metro or Woolworths Online (www.woolworths.com.au) during the Promotional Period ("**Qualifying Spend**") to receive one (1) Disney Words promotional tile ("**Tile**"), while stocks last. *For example, if an Eligible Entrant spends \$90 in a single transaction during the Promotional Period, that entrant will receive three (3) Tiles.*

Excluded Purchases means smoking/tobacco products and accessories, alcohol, mobile recharge, Woolworths Mobile, travel cards and tickets, cash outs, lottery products and gift cards (including iTunes); Carpet Care products, donations, Delivery Fees, Bag Fees and Crate Service Fees. For online orders, the minimum purchase amount for each Pick up order is \$30.00 and for each Delivery order is \$50.00 excluding the Delivery Fee, Bag Fee and any Crate Service Fee. Qualifying Spend is calculated after all discounts and exclusions have been applied to the order.

Purchases at other Woolworths Group outlets (including but not limited to BIG W, BWS or Dan Murphy's outlets, whether attached to or separate from a Woolworths supermarket) and Caltex/Woolworths co-branded fuel outlets are not eligible for the promotion.

Bonus Tile entry

2. Purchase any product from a Participating Brand at any Woolworths supermarket, Woolworths Metro or Woolworths Online during the Promotional Period to receive one (1) Tile (**Bonus Tile**), while stocks last. *For example, if an Eligible Entrant purchases three (3) Participating Brand products in a single transaction during the Promotional Period, that entrant will receive three (3) Bonus Tiles.*
3. The Participating Brands are set out in Annexure A.
4. For the avoidance of doubt, an Eligible Entrant's entitlement to receive a Bonus Tile is in addition to any entitlement to receive a Tile as a result of a Qualifying Spend. *For example, if an Eligible Entrant spends \$60 in a single transaction (which includes 5 Participating Brand products) during the Promotional Period, that entrant will receive 7 Tiles in total.*

General

5. In-store customers: Tile(s) will be supplied to Eligible Entrants by a member of staff upon payment in store. Pick Up customers: Tile(s) will be supplied with the relevant order. Online customers: Tile(s) will be supplied with the relevant delivery unless that customer opts out of the Promotion. Online customers may opt out of the Promotion during the order review stage at checkout when making an online purchase.
6. Eligible Entrants must open their Tile(s) to reveal whether or not they

<p>Tiles</p>	<p>There are thirty-six (36) Tiles to collect during the Promotional Period, featuring Disney and Disney Pixar characters, while stocks last.</p> <p>Tiles are for persons aged 3 years and older. Adult supervision is advised for children.</p> <p>If Woolworths forms the view in its sole discretion that an Eligible Entrant has not complied with these Terms and Conditions, Woolworths reserves the right to not provide or withhold Tile(s) from that entrant. The decision of Woolworths or its nominee is final and no correspondence will be entered into.</p> <p>Tiles are not transferable or exchangeable (as between the customer and Woolworths), cannot be redeemed for or substituted with cash, and cannot be used in conjunction with any other discounts or offers.</p> <p>Tiles may not, without the prior consent of Woolworths, be resold or offered for resale (including via online auction sites) or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services. If Tiles are sold or used in breach of this condition, Woolworths may, in its absolute discretion, withdraw Tiles. Where Tiles have been withdrawn in accordance with these Terms and Conditions, no refund, substitute or compensation will be offered.</p>
<p>Instant Prizes</p>	<p>There are ten (10) Instant Prizes to be won.</p> <p>Each Instant Prize comprises the following for the winner and three (3) guests:</p> <ul style="list-style-type: none"> • Four (4) x return economy airfares from the winner's nearest Australian capital city to Los Angeles, USA, including airport and airline taxes; • Four (4) nights quad-share accommodation in a standard view room (or equivalent) at a Disneyland Resort Hotel valued at approximately AUD\$4,913.73; • Return transfers between airport and hotel; • Four (4) x 5-day Disneyland Resort Park Hopper tickets valued at approximately AUD\$2,013.37; • One (1) seven (7) hour VIP Tour of Disneyland Resort for four (4) people valued at approximately AUD\$4,803.93; • Disney Voucher for Disney Character Breakfast valued at approximately AUD\$329.41; • Reserved viewing of a Disneyland Resort night-time spectacular – This is a money can't buy experience; and • AUD\$5,000 spending money for the winner only. <p>Each element of the Instant Prize listed above may be subject to availability, and is further subject to any Prize Limitations listed under these terms and conditions. Where an element includes a Disneyland resort experience (such as a tour, meal or viewing), such experience may further be subject to the Disneyland Resort entertainment schedule during the period of travel.</p> <p>Instant Prize RRP = \$32,078.44</p> <p>Each prize is valued in Australian Dollars inclusive of GST (if any) as at 5 December 2018. The Promoter takes no responsibility for any variations in the value of a prize.</p> <p>Limit applies of one prize per person (excluding SA residents).</p>
<p>Total prize pool value</p>	<p>Total value of Instant Prizes =AUD\$320,784.40</p>

<p>Notification and publication of winners</p>	<p>The winners will be notified instantly on the relevant winning Tile.</p> <p>All winners will have their name published online on the Promotion Website from 20 May 2019.</p>
<p>Prize Limitations</p>	<p>Prize must be taken by 30 August 2020 and is subject to booking and flight availability. Prize cannot be taken during 1 June 2019 until 31 August 2019 and 15 December 2019 until 10 January 2020.</p> <p>Visas, valid passports, taxes, additional spending money, meals (other than those included), vaccinations, insurance, insurance excesses, transport to and from departure/return point, additional transfers, items of a personal nature, in-room charges and any other ancillary costs not listed in the prize package above are the responsibility of winner and his/her nominated guests as incurred. All taxes (excluding GST) which may be payable as a consequence of winning a prize are the sole responsibility of the winner.</p> <p>All travel is subject to availability at all times and may be dependent on select seat class with airlines, travel blackout periods or specific room category availability with accommodation partner. All bookings must be made a minimum of 45 days in advance of requested departure dates. All bookings and documentation regarding the prize must be made via Free-2-Travel Holidays Pty Ltd or their agents. Redeeming the prize is conditional on acceptance of the terms and conditions of travel as detailed by Free-2-Travel Holidays Pty Ltd and the airline carriers in accordance with normal travel practices. No portion of the prize is redeemable for cash. The prize is not refundable or transferable. Winners are responsible for any amendments fees issued by airlines or suppliers once booking is confirmed and ticketed. Winners and guests must have valid travel insurance, applicable vaccinations, passports (with a minimum of 6 months validity prior to departure) and any requisite visas for their period of travel.</p> <p>During the entire duration of the prize, a nominated parent/guardian must accompany any person under 18 years of age. The winner and their guests must depart from and return to the same departure point and travel together. Itinerary to be determined by the Promoter in its absolute discretion. Frequent flyer points will not form part of the prize. Prize is subject to the standard terms and conditions of individual prize and service providers. Winners and their guests may be required to present a credit card at time of accommodation check in.</p> <p>If for any reason a winner does not take the prize (or an element of the prize) at the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash.</p> <p>Subject to the terms and conditions of the participating prize provider(s), if for any reason a winner does not, once the prize has been booked, take a prize (or an element of a prize) at the time stipulated, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash.</p> <p>The prize is a single event for the winner (and their guests) and cannot be separated into separate events or components.</p> <p>A prize will only be awarded following any winner validation and verification that the Promoter, or its nominated agents, require in their sole discretion. Only bona fide winning Tiles will be honoured. The Promoter may conduct security and verification checks in its absolute discretion. A Tile is void if stolen, forged, transferred, mutilated or tampered with in any way or if it fails any of the Promoter's security and verification checks.</p>

Unclaimed prizes	If any Instant Prize remains unclaimed in accordance with these Terms and Conditions or is otherwise forfeited, despite the Promoter making all reasonable efforts to notify a winner or because a winning entry does not comply with these Terms and Conditions, the Promoter may deem any winner as ineligible to receive the respective prize.
Second Chance Draw	<p>To enter the Second Chance Draw (being the unclaimed prize draw), Eligible Entrants must:</p> <ol style="list-style-type: none"> 1. visit the Promotion Website and follow the prompts to the Second Chance Draw page; 2. enter the requested details (including first name, last name, date of birth, email address, address and contact number) and submit the fully completed claim form during the Promotional Period. 3. Upon submitting their claim form, Eligible Entrants will receive a message on screen to confirm that they have been entered into the Second Chance Draw. <p>Limit applies of one (1) entry per person into the Second Chance Draw. All entries for the Second Chance Draw must be received during the Promotional Period.</p> <p>If any Instant Prize remains unclaimed in accordance with these Terms and Conditions, the Second Chance Draw will take place at Anisimoff Legal, Suite 5, 210 Central Coast Highway, Erina NSW 2250 on 10/07/2019 at 11.00 AEST, in the presence of an independent scrutineer and subject to any directions from a regulatory authority. Second Chance Draw winners, if any, will be notified in writing within two (2) business days of the draw and their names will be published on the Promotion Website from 17/07/2019.</p>
Permit Numbers	Authorised under permit numbers: NSW LTPS/18/30125, ACT TP18/02326 and SA T18/2108.
Promoter	Woolworths Group Limited (ABN 88 000 014 675) of 1 Woolworths Way, Bella Vista NSW 2153, telephone 02 8885 0000 (Woolworths).

FURTHER DETAILS

1. Unless specifically stated otherwise in the 'Key Terms', all ancillary costs including but not limited to insurance, taxes (excluding GST), meals, drinks, transport, additional transfers, additional spending money, in-room charges and any and all other expenses incurred as a consequence of receiving the prize are the sole responsibility of the winner.
2. Prizes are not transferable and are not redeemable for cash. The Promoter's decision is final and binding - no correspondence will be entered into. In particular, prizes may not, without the prior consent of the Promoter and any applicable third-party supplier of the prize ("**Supplier**"), be resold or offered for resale (including via online auction sites) or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services. If a prize is sold or used in breach of this condition, the Promoter or the Supplier may, at their absolute discretion, withdraw the prize(s). Where a prize has been withdrawn in accordance with this clause, no refund, substitute or compensation will be offered and if the prize is a ticket, the winner and any person has purchased or otherwise bears that ticket will be refused entry.
3. The Promoter accepts no responsibility for late, lost or misdirected entries or other communications. The Promoter assumes no responsibility for any failure to receive an entry or for inaccurate information or for any loss, damage or injury as a result of technical or

telecommunications problems, including security breaches, theft or destruction, any cause beyond the Promoter's control, acts or omissions of third parties, unauthorised access to or alteration of the promotion, or anything which corrupts or affects the administration, security, fairness, integrity or proper conduct of this promotion. If such problems arise, then the Promoter may (where necessary with the approval of the relevant lottery authority) modify, cancel, terminate or suspend the promotion. Further, the Promoter at its sole discretion may recommence this promotion under the same conditions.

4. If any prize (or any portion of a prize) becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a prize (or portion of a prize) of equal or greater value, subject to any written directions from the various authorities. Winners will not be entitled to any additional compensation in the event that the prize or portion of a prize has been substituted at equal or greater value.
5. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend or modify a prize, subject to any written directions from a relevant regulatory authority.
6. All reasonable attempts will be made to contact the winners. If a winner does not claim their prize by the Second Chance Draw date, their entry will be deemed invalid and the Promoter may conduct the Second Chance Draw, subject to relevant regulatory authority instructions.
7. If an Eligible Entrant's contact details change at any time between the date which they enter the promotion and the Second Chance Draw date, then that Eligible Entrant must notify the Promoter of their correct contact details immediately.
8. If there is a dispute as to the identity of an Eligible Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Eligible Entrant.
9. The Promoter reserves the right to request verification of age, identity, residential address of winners and any other information from Eligible Entrants relevant to entry into or participation in this promotion, including the authenticity of winning Tiles. Verification is at the discretion of the Promoter, whose decision is final. The Promoter reserves the right to disqualify any individual who provides false information, fails to provide information, is in breach of these conditions, provides entries that are offensive or otherwise inappropriate in the sole opinion of the Promoter, conspires with others to gain an unfair advantage or who is otherwise involved in any way in manipulating, interfering or tampering with the conduct of this promotion, or who has 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.
10. If consumers are required to purchase a product to enter, then it is a condition of the prize being awarded to the winner that the winner retain a clear copy of their original receipt (or invoice, where applicable) and provide it to the Promoter as proof of a valid purchase to enter this promotion.
11. Any cost associated with accessing the Promotion Website is the Eligible Entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an Eligible Entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid. Any contact details incorrectly entered on the website may invalidate an entry, in the Promoter's discretion.
12. Neither the Promoter nor any Supplier shall be liable for any loss, damage or injury suffered or sustained (even if caused by negligence) as a result of accepting and/or using a prize or

Tile or in relation to the promotion, except for any liability which cannot be excluded by law.

13. Any prize 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 and neither the Promoter or third party supplier will be responsible or liable for any loss, damage or injury suffered by any winner or their guests as a result of the winner accepting and/or using a prize (even if caused by negligence), except for any liability which cannot be excluded by law. Nothing in these conditions restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the *Competition and Consumer Act 2010* (Cth).
14. If in the conduct of this Promotion, the Promoter is liable for a breach of any guarantee, warranty, condition or other term that applies under the *Competition and Consumer Act 2010* (Cth) or is implied by any other commonwealth, state or territory law that cannot by law be excluded, the Promoter's liability under that legislation is limited, to the extent permitted by law, to the cost of replacement of any benefit or prize won.
15. Without limiting the previous paragraph, the Promoter, the Supplier and its associated agencies and companies will not be liable for any damage, loss or delay in transit to the prize.
16. Before the prize is awarded, the winner and any other person(s) sharing the prize with the winner may be required to sign an agreement to release the Promoter and/or the Supplier from any liability arising from the use or participation in the prize.
17. Printing and other 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 win prizes that are part of the advertised total prize pool will be awarded in the Second Chance Draw. Instant win materials are void if stolen, forged, mutilated or tampered with in any way.
18. Eligible Entrants consent to the Promoter using their name, image and/or voice in the event that they are a winner in any media for an unlimited period of time without remuneration for the purpose of promoting this promotion (including any outcome) and/or promoting any products manufactured, distributed and/or supplied by the Promoter.
19. Entries remain the property of the Promoter. Details from entries, or if an Eligible Entrant's Woolworths Rewards Card was scanned or used as part of a condition of entry, the personal information of such Eligible Entrant, will be collected and used for the purposes of conducting this promotion (which may include disclosure to third parties (including any third party prize suppliers), the Promoter's related bodies corporate, agencies and contractors (including call centres, advertising agencies and direct mail houses) for the purpose of processing and conducting the promotion) and for promotional purposes, public statements and advertisements surrounding this promotion. For the purposes of public statements and advertisements, the Promoter will only publish the winner's surname, first initial and state of residence. By entering this promotion Eligible Entrants consent to the use of their information as described and agree that the Promoter may use this information, or disclose it to other organisations that may use it, in any media for future promotional purposes without any further reference or payment to the Eligible Entrant. The Promoter is bound by the Australian Privacy Principles contained in the *Privacy Act 1988* (Cth). A copy of the Promoter's privacy policy can be viewed on <https://www.woolworths.com.au/Shop/Discover/about-us/privacy-policy>. Eligible Entrants may access, change and/or update their personal information by contacting the Promoter on 1300 908 631 during office hours or contact the Promoter in writing at privacy@woolworths.com.au.

20. These conditions are governed by the laws of New South Wales, and where applicable, each of the relevant States/Territories.

Annexure A

Products from the following Participating Brands:

- Heinz
- Huggies
- Tresemme
- Colgate
- Palmolive
- Oral B
- Olay
- Blackmores
- Nivea
- OMO
- Fairy (*For the avoidance of doubt, this refers to the dishwashing liquid brand and not the cooking margarine brand.*)
- Fancy Feast
- Supercoat
- Birds Eye
- Chobani
- D'Orsogna: D'Orsogna products that are loose and not prepackaged (such as individual Tasty Sticks or sliced ham off the bone) are subject to a minimum 100 gram purchase in a single transaction in order to be eligible for 1 Bonus Tile.
- Wonder White