



Woolworths Rewards ENG-2147 Dumbo Competition Terms and Conditions

KEY TERMS

Information on how to enter and prizes form part of these conditions. By participating, entrants agree to be bound by these conditions. Entries must comply with these conditions to be valid.

Details	
Eligible Entrants	<p>Entry is open to residents of Australia aged 18 years and over.</p> <p>Entrants must be a Registered Cardholder of the Woolworths Rewards Program to enter. “Registered Cardholder” means a holder of a Woolworths Rewards card issued by the Promoter, excluding temporary cardholders (who are not eligible to enter or win prizes under this Promotion).</p> <p>Employees and their immediate families of the Promoter, its related entities and any agencies associated with this competition are ineligible to enter.</p>
How to Enter	<p>To enter, each entrant must, during the Entry Period:</p> <ol style="list-style-type: none"> 1. Access their own personal Facebook account or Woolworths Rewards email and click through to the competition landing page on Woolworths Rewards 2. To enter, “Tell us your winning lunchbox combo to go in the draw to WIN” 3. Entrants must also enter their first name, last name, email address, phone number and 13 digit Woolworths Rewards number into the competition website.
Limits on Entry	Limits apply to one entry per person.
Entry Period	The promotion commences at 12:01 AM AEDT on 30/01/2019 and closes at 11:59 PM AEDT on 13/02/2019 (“ Entry Period ”).
Judging Dates	<p>Judging will take place by a panel of judges from Woolworths at 2:00pm AEDT on 21/02/2019 at Woolworths, Level 3, 407 Elizabeth Street, Surry Hills, 2010, NSW. All entries will be judged individually on their merits based on creativity and originality.</p> <p>The most creative and original entry as judged by the Promoter’s panel of judges will receive the major prize for themselves and (3) guests. The major prize winner will be contacted on the 25/02/2019.</p> <p>The following twenty-five (25) runner up entries, as determined by the judges will each receive one Family Pass to see Dumbo at selected cinemas on selected days and times - valued at \$88 (including GST) each.</p>
Prize Details	<p>There is a total of one (1) major prize and (25) minor prizes to be given away.</p> <p>The most creative and original entry as judged by the Promoter’s panel of judges will win a family getaway (2 adults, 2 children) to Los Angeles consisting of:</p> <ul style="list-style-type: none"> ● Round trip flights for family of 4(any ages but all sharing one family suite) ● Ground Transfers from Los Angeles Airport hotel/airport included premiere tickets for family of four to Dumbo Hollywood Premiere (provided by Disney)

	<p>not DJP)</p> <ul style="list-style-type: none"> ● iFly Hollywood: Fly like Dumbo ● Five nights/six days at the four-star Magic Castle Hotel with breakfast included in a family suite ● Hollywood tour for the whole family ● Experience the world-famous El Capitan Disney Theatre in Hollywood then hit the Disney Studio Store in Hollywood ● with \$200.00 USD spending money and an ice cream sundae too. ● Disney princess or knight makeover at the Bibbidi Bobbidi Boutique ● Travel Insurance <p>The minor prize consists of:</p> <ul style="list-style-type: none"> ● Admit 4 pass to see Dumbo at selected cinemas on selected days and times - valued at \$88 (including GST) each <p>Total prize value for the major prize is \$23,880*.</p> <p>* Please note retail prices vary and the listed value is based on quotes provided on the 11/12/18.</p> <p>All prize values are correct as at 11/12/2018 and are in Australian Dollars, but to the extent permitted by law, no responsibility is accepted by the Promoter for any variation in the value of the prize after that time.</p>
<p>Prize Limitations</p>	<p>Major prize;</p> <ol style="list-style-type: none"> 1. The promoter of this competition has hired DJP Marketing & Promotions Ltd. To handle the complete fulfillment of the grand prize holiday. DJP Marketing & Promotions Ltd. Is registered in the UK. Company Registration number 8065185 registered to address 107 Bell Street, London NW1JTL, England 2. At least one winner traveling must be over the age of 18 years. 3. Winners must be in possession of a valid 5-year passport and must have a minimum of 90 days validity for the duration of the prize holiday. All entry visas, ESTA forms, and/or travel documents are the sole responsibility of the winner including visa costs if applicable. DJP Marketing & Promotions Ltd. Does not arrange entry visas. 4. All prize winners will receive confirmation that they have won a prize via e-mail and by phone (providing a contact number has been provided) within three days of the competition being finished. 5. Personal Information about prize winners will be shared with initiator of prize and their agents to the extent necessary for prizes to be delivered to the prize winners. 6. Winners must provide a copy of their passports to ensure names are spelled correctly and validity of their passports. 7. Winners must give at least 60 days' notice prior to their requested departure date. 8. All prizes are non-transferable. No cash alternative is available for any prize. In the unlikely event that a prize should become unavailable (due to force majeure or prize not being suitable for the winners, etc). DJP Marketing & Promotions Ltd. reserves the right to substitute a prize which it may determine as being of equal value. 9. The holidays are subject to availability and blackout dates will apply unless

	<p>specifically pre-arranged prior to the competition being run. Blackout dates include peak Christmas (December 10 to January 5 annually) and may include peak August.</p> <p>10. The winners must go within 12 months of winning their holiday. Winners will be requested to provide three separate dates of preferred travel and DJP Marketing & Promotions Ltd. Will work towards fulfilling at least one of winner's preferred date of travel. Winners who do not travel within 12 months will become null and void and no longer entitled to their grand prize</p> <p>11. Unless otherwise stated in the package, all other costs including meals and spending money are the responsibility of winner.</p> <p>12. Once confirmed in writing, travel dates and names of those traveling are not changeable without incurring extra fees and may not be possible if a non-refundable or non-changeable ticket has been purchased.</p> <p>13. Winners must sign a legal acceptance form provided by DJP Marketing & Promotions Ltd. prior to departure as standard procedure.</p> <p>14. DJP Marketing & Promotions has offered this grand prize in good faith and the specifics of the grand prize holiday are as stated in original proposal provided to the initiator of promotion.</p> <p>15. Nothing in this travel package authorizes any person to use The Walt Disney Company's and its affiliated companies name, brand, intellectual property, characters or reputation in conjunction with this travel package or any prize promotions whatsoever.</p> <p>16. The Walt Disney Company and each of their respective parent, affiliates, and subsidiaries are not responsible for the promotion, administration or execution of the travel package, competition, contest or sweepstakes.</p> <p>Minor Prize;</p> <p>1. Disney will send you 25 x Admit 4 passes to the movie that will have the following terms detailed on the ticket</p> <p>2. Present this ticket at the box office of participating cinemas and you will be entitled to four tickets to one session of this film. Valid even with 'No Free Ticket' restrictions.</p> <p>3. Not valid Tuesdays (or cinema discount days), Saturdays after 5pm or Public Holidays. Not exchangeable, transferable or redeemable for cash. Not valid at IMAX, Village Cinemas Gold Class and Vmax, ACE Cinema Gold Lounge, Reading Cinemas Gold Lounge, Premium & TITAN XC, Event Cinemas Gold Class and Vmax, Greater Union & Birch Carroll & Coyle Gold Class and Vmax, HOYTS Xtremescreen, HOYTS LUX, HOYTS IMAX and Bean Bag Cinema, Grand Cinemas Grand Gold Lounge or CINEMAX, AMC Cinelounge, United Cinemas Australia or Dendy Premium. Please note this ticket does not include the cost of purchasing/hiring 3D Glasses required for a 3D session. The 3D Glasses hire/deposit cost is the responsibility of the cinema goer using this ticket. Terms, conditions and pricing may vary per cinema."</p>
<p>Prize Delivery</p>	<p>For this competition, Woolworths Rewards' prize fulfilment partner is Disney who will be the key contact after the major and minor prize winners have been selected. Winners will be contacted within 10 working days of the final prizes being drawn.</p> <p>For the minor prize winners tickets will need to be posted to the prize winners via mail by Disney.</p>

Notification of Winners

The major and minor prize winner(s) will be notified via email from social@woolworthsrewards.com.au on **25/02/2019**

If there is no response from the winner within 2 business days (**27/02/2019**) via email, they will be called once on the **28/02/2018**. If there is no response by 23:59 AEDT on **01/03/2019**, or if the prize winner has not provided a valid mailing address for their prize to be mailed to, the relevant winner will forfeit the prize and, in the case of the major prize, the runner up will be contacted via email by social@woolworthsrewards.com.au on **04/03/2019**.

The contact details will be those that are supplied to us via the competition entry form.

ADDITIONAL TERMS

- 1 If consumers are required to upload a photograph to enter, entrants must adhere to the following conditions:
 - (a) by submitting a photograph, entrants agree to the photograph being made available for public viewing;
 - (b) any person depicted in a photograph uploaded must be decently dressed and presented;
 - (c) all photographs are subject to the approval of the Promoter. The Promoter reserves the right to vet all entries at any time and reserves the right to request the removal of any entries from any Platform or such websites at any time in its absolute discretion. However, the Promoter is not responsible for any photographs uploaded to any Platform (as defined in clause 19) or website and visitors to the site view it at their own risk;
 - (d) entrants must own the copyright in the photograph uploaded or be entitled and have permission to use the photograph in the manner contemplated by these terms, including use of the photograph for promotional purposes in accordance with clause 17;
 - (e) the entrant has the permission of each other person featured in the photograph, or, if any other person is under the age of 18, the permission of their parent or legal guardian, to enter the photograph in accordance with these terms and conditions, including consent to each condition in this clause 1; and
 - (f) entrants must notify each other person featured in the photograph, or, if any other person is under the age of 18, that person's parent or legal guardian, of the Promoter's privacy policy (available at <https://www.woolworths.com.au/Shop/Discover/about-us/privacy-policy>) and each person or parent or legal guardian (as the case may be) has agreed to that privacy policy.
- 2 The winner must be over 18 years of age to accept the prize. If you are judged as a winner and are under 18 years of age your prize will be forfeited and go to the runner up.
- 3 Entries must be received by the Promoter during the Entry Period. Entries received after the close of the Entry Period will not be accepted.
- 4 This competition is a game of skill. Chance plays no part in determining the winner(s). The judges' decision is final and binding – no correspondence will be entered into.
- 5 Except as expressly provided otherwise in the Key Terms, all ancillary costs including but not limited to insurance, taxes (excluding GST), meals, drinks, transport, transfers to and from Australian airport, spending money, fuel, oil and services costs, safety gear to comply with state and territory regulations, in-room charges and any and all other expenses incurred as a



consequence of receiving the prize are the sole responsibility of the winner.

- 6 Prizes are not transferable and are not redeemable for cash. In particular, prizes may not, without the prior consent of the Promoter and any applicable Third Party Supplier (see clause 13), be resold or offered for resale at a premium (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.
- 7 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, or unauthorised access to or alteration of the competition. If such problems arise, then the Promoter may modify, cancel, terminate or suspend the competition. Further, the Promoter at its sole discretion may recommence this competition under the same conditions.
- 8 If any prize becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a prize of equal or greater value.
- 9 All reasonable attempts will be made to contact the winners. If a winner does not claim their prize within 4 days of being notified, their entry will be deemed invalid and the Promoter may award their prize to the next best entry determined by the judges.
- 10 If an entrant's contact details change at any time between the date on which they enter the competition and 04/09/2018, that entrant must notify the Promoter of their correct contact details immediately.
- 11 The Promoter reserves the right to request verification of age, identity, residential address of winners and any other information from entrants relevant to entry into or participation in this competition. 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 competition, or who has engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the competition. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- 12 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 and provide it to the Promoter as proof of a valid purchase to enter this competition.
- 13 The Promoter shall not 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 in relation to the competition, except for any liability which cannot be excluded by law.

Any prize supplied by a third party supplier (that is, individual or organisation which is separate to the Promoter ("**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 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 competition, 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 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 from any liability arising from the use or participation in the prize.
- 17 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 competition (including any outcome) and/or promoting any products manufactured, distributed and/or supplied by the Promoter. Entrants confirm and promise that their entry is original and does not infringe the intellectual property rights of any third party. If the entry or any part of the entry is provided to the entrant by a third party, the entrants warrant that they have obtained the relevant copyright and other intellectual property rights permission to submit the entry for the purposes of this competition. Further, entrants agree that the Promoter has an unrestricted, irrevocable, transferable, divisible right and licence to use and modify their entry (including but not limited to amending, editing, selecting, cropping, retouching, adding to or deleting from any part of the submitted entry) for the purposes of the Promoter's business including for promotional purposes without the payment of any further fee or compensation. If requested by the Promoter, the entrant agrees to sign any further documentation required by the Promoter to give effect to this arrangement. To the extent permitted by law, entrants unconditionally and irrevocably consent to any act or omission that would otherwise infringe any moral rights in their entry. Entrants agree to indemnify the Promoter, its associated agencies against all losses, damages, claims and costs by third parties arising out of, connected to or resulting from a breach of the warranty set out in this condition.
- 18 If entry is via Facebook, Twitter or Instagram, "**Platform**" means Facebook, Twitter or Instagram as applicable.

Entrants acknowledge that use of the Platform is subject to the terms and conditions of that Platform. The Promoter is not responsible or liable for any loss, damage or injury suffered by any entrant as a result of the conduct of any of the Platforms, including the decision of any Platform to remove or not remove any photographs, except for liability which cannot be excluded by law.

In particular, the thoughts and views expressed on each of the Platforms, are only the thoughts and views of the individual that posted them. They are not representative of the opinions of the Promoter, nor does the Promoter confirm, guarantee or warrant the accuracy, completeness or usefulness of any post. This competition is in no way sponsored, endorsed or administered by or associated with any Platform. It is a condition of entry that each entrant grants a complete release to Facebook and Instagram from any claims that they now have or may have in the future which relate to or are incidental to this competition.

- 19 Entries remain the property of the Promoter. Details from entries, or if an entrant's Woolworths Rewards card was scanned or used as part of a condition of entry, the personal information of such entrant, will be collected and used for the purposes of conducting this competition (which may include disclosure to third parties, 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 competition) and for promotional purposes, public



statements and advertisements surrounding this competition. 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 competition 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 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>. 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.
- 21 The Promoter is Woolworths Group Limited ABN 88 000 014 675 of 1 Woolworths Way, Bella Vista NSW 2153.