## RedBalloon Engagement Competition Terms & Conditions ("Conditions of Entry")

Schedule				
Promotion:	RedBalloon Engagement Competition			
Promoter:	Woolworths Group Ltd (t/a Woolies X - 'Rewards') ABN 88 000 014 675, 1 Woolworths Way, Bella Vista, NSW			
	2153, Australia. Ph: 1300 10 1234			
Promotiona	Start date: 29/11/19 at 12:01 am AEDT			
l Period:	End date: 12/12/19 at 11:59 pm AEDT			
Eligible	Entry is only open to Australian residents (excluding TAS) who are 18 years or over and are an existing			
entrants:	Woolworths Rewards Member.			
	For the purpose of these terms an "Existing Woolworths Rewards Members" is any person who holds a Registered Cardholder of the Woolworths Rewards Program. " <b>Registered Cardholder</b> " means a holder of a			
	Woolworths Rewards card issued by the Promoter excluding holders of temporary Woolworths Rewards cards.			
	Entrants must continue to be an Existing Woolworths Rewards Member at the time of the draw to be eligible for a prize.			
	Details of the Woolworths Rewards Program (including terms and conditions of the program) are accessible at woolworthsrewards.com.au.			
How to	To enter the Promotion, the entrant must complete the following steps during the Promotional Period:			
Enter:	<ul> <li>a) click any ad for this Promotion (advertised on websites, social media and emails) to be directed to the promotional questionnaire;</li> </ul>			
	b) complete the one (1) multi-choice question in the questionnaire; and			
	c) submit the fully completed form			
	Optional Bonus Entry Mechanic: Entrants have the option to also complete an open question in the questionnaire			
	and will receive five (5) bonus entries for validly providing an answer to the open question. Any gibberish			
	responses will be deemed ineligible for the five (5) bonus entries.			
Entries	Maximum of six (6) entries permitted per person:			
permitted:	a) one (1) entry for answering the multiple choice question in the questionnaire; and			
	b) five (5) bonus entries for completing the open question in the questionnaire.			
	All entries must be completed in accordance with the entry instructions above. Each entrant may complete the			
	questionnaire once only.			
Total Prize Pool:	Up to AUD \$28,000.00 (based on RRP)			

Prize Description	Number of this prize	Value (per prize)	Winning Method
<ul> <li>Major Prize: The Ultimate Perth Experience for two (2) people which includes the following:</li> <li>return economy flights for two (2) people from the winner's nearest capital city to Perth, WA (only provided if winner resides outside of WA);</li> <li>five (5) nights 4-star rating accommodation at Rydges Fremantle (king spa room) in Perth, WA;</li> <li>Up to AUD\$6,000RRP worth of experiences in Perth to choose from as organised by RedBalloon. Experiences that may be included are: <ul> <li><u>Customised Spa Package</u></li> <li><u>2 Course Seafood Dinner with Wine</u></li> <li><u>Sunset Picnic on the Beach</u></li> <li><u>Hot Air Ballooning</u></li> </ul> </li> </ul>		Up to AUD\$14,000.00 , depending on exact date and point of departure	Draw: computerised random selection - 19/12/19 at 02:30 pm AEDT

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<ul> <li><u>Rottnest Island Day Adventure</u></li> </ul>			
o <u>Skydiving</u>			
<ul> <li><u>Private Winery Tour</u></li> </ul>			
<ul> <li>Scenic Helicopter Flight Over Perth</li> </ul>			
<ul> <li>Subaru Rally Driving Experience</li> </ul>			
<ul> <li>Jetpack or Flyboard Experience</li> </ul>			
<ul> <li>Meat and Wine Co Steakhouse Dinner</li> </ul>			
<ul> <li>Whale Watching (may be available depending on season)</li> </ul>			
• Experiences above are not guaranteed options for winner to			
choose from and other options may be made available to the			
winner. Experiences awarded will change depending on weather			
conditions and final experiences awarded to the winner are at			
the full discretion of RedBalloon;			
• Rental car for the duration of the stay (only provided if winner			
resides outside of WA); and			
<ul> <li>AUD\$1,000 spending money (awarded as a VISA gift card).</li> </ul>			
Minor Prize No. 1: The prize is a \$100 RedBalloon gift voucher.		AUD\$100.00	Draw: computerised random selection - 19/12/19 at 02:30 pm AEDT
<b>Minor Prize No. 2:</b> The prize is a \$40 RedBalloon gift voucher.	100	AUD\$40.00	Draw: computerised random selection - 19/12/19 at 02:30 pm AEDT

Prize	Applicable to Major Prize
Conditions:	Travel itinerary will be determined by the Promoter in its absolute discretion.
	• Travel must be taken by 28/11/2020. Prize cannot be taken during Australian school holidays, public holidays or other peak periods.
	• The prize is subject to booking and flight availability.
	• Frequent flyer points will not be awarded and do not form part of the prize.
	• Spending money, meals, taxes (excluding airline and airport taxes), insurance, transport to and from
	departure point, transfers, items of a personal nature, in-room charges and all other ancillary costs, unless otherwise specified in the prize description herein, are not included.
	• Experiences to be confirmed by RedBalloon at time of booking. Experiences are subject to availability, weather conditions, and personal health and safety standards being met by the participants.
	• Subject to the terms and conditions of the participating prize provider(s), if for any reason the winner does not, once the prize has been booked, take the prize (or an element of the prize) at the time stipulated, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash.
	• The winner may be required to present their credit card at check in.
	• Prize is subject to the standard terms and conditions of individual prize and service providers. RedBalloon's terms and conditions are found at: <u>https://help.redballoon.com.au/s/article/Terms-and-Conditions</u> .
	• The winner and his/her travel companion must depart from and return to the same departure point and travel together.
	• Car hire prize is subject to standard rental conditions. Petrol and insurance is not included. The driver must
	have a current valid full driver's licence issued in an Australian State or Territory and be aged 21 years or

	over. Car must be picked up and dropped off at Perth airport. If the winner or their guest for the prize do not			
	meet the requirements for car hire, they will forfeit their right to the car hire element of the prize and will			
	not receive anything in lieu. Insurance and fuel for car are the responsibility of the winner. Passport or			
	national ID is required to be presented by driver at the time of collection of car. Credit card may also be			
	required to be provided by the driver to cover incidentals. Car type and style not guaranteed, subject to			
	availability and budget restrictions for the car hire element of the prize.			
	• During the entire duration of the prize, a nominated parent/guardian must accompany any person under 18 years of age.			
	• Any ancillary costs associated with redeeming a gift card/voucher that is provided as part of the prize are not			
	included. Any unused balance of the gift card/voucher will not be awarded as cash. Redemption of the gift			
	card/voucher is subject to any terms and conditions of the issuer including those specified on the gift			
	card/voucher.			
	Applicable to Minor Prizes			
	Any ancillary costs associated with redeeming a gift voucher is not included. Any unused balance of a gift voucher			
	will not be awarded as cash. Redemption of the gift voucher is subject to any terms and conditions of the issuer			
	including those specified on the gift voucher and those at			
	https://help.redballoon.com.au/s/article/Terms-and-Conditions.			
Winner	The winners will be contacted by using the contact details on file with the Promoter, includes by email, within			
notification:	two (2) business days of the draw. The Major Prize winner will be published at			
	https://www.woolworthsrewards.com.au/competition-winners.html by 26/12/19.			
Unclaimed	Prizes must be claimed by 19/03/20 at 02:30 pm AEDT. In the event of an unclaimed prize, the prize will be			
Prizes:	redrawn on 20/03/20 at 02:30 pm AEDT at Plexus, Level 4, 411 Collins Street, Melbourne VIC 3000. The winners			
	of the redraw will be notified by using the contact details on file with the Promoter, includes by email, within two			
	(2) business days of the redraw. The winner of the Major Prize (if awarded via the redraw) will be notified publicly			
	(and their details published) at <a href="https://www.woolworthsrewards.com.au/competition-winners.html">https://www.woolworthsrewards.com.au/competition-winners.html</a> by 27/03/20.			

- 1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
- 2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
- 3. Valid and eligible entries will be accepted during the Promotional Period.
- 4. Employees (and the immediate family members) of agencies/companies directly associated with the conduct of this Promotion, the Promoter, its distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" 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.
- 5. Draw:
  - a) The draw will take place at Plexus, Level 4, 411 Collins Street, Melbourne VIC 3000 at 02:30 pm AEDT on 19/12/19 using computerised random selection.
    - i) The first valid entry drawn will win the Major Prize.
    - ii) The next one-hundred (100) valid entries drawn will each win Minor Prize No. 1.
    - iii) The next one-hundred (100) valid entries drawn will each win Minor Prize No. 2.
  - b) The draw will take place in front of an independent scrutineer.
  - c) The draw conductor may draw additional reserve entries in case an invalid entry or entrant is drawn.
  - d) If a draw is scheduled on the weekend or a public holiday, the draw will be conducted at the same time and location on the following business day. The Promoter will ensure each draw is open for public scrutiny and anyone may witness the draw on request. The winner of a drawn prize is determined by chance.
- 6. All reasonable attempts will be made to contact each winner.

- 7. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, or is unavailable at the designated time for the Event, they forfeit the prize and the Promoter is not obliged to substitute the prize.
- 8. The value of the prizes is accurate and based upon the recommended retail value of the prizes (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prizes after that date.
- 9. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
- 10. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and/or specification, subject to any written directions of a regulatory authority.
- 11. No entry fee is charged by the Promoter to enter the Promotion.
- 12. Each prize will be awarded to the person named in the entry and any entry that is made on behalf of an entrant or by a third party will be invalid. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
- 13. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at www.woolworthsrewards.com.au/privacy.html. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. Personal information collected from entrants will not be disclosed to any entity located outside of Australia.
- 14. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and State/Territory or postcode of residence.
- 15. It is a condition of accepting the prize that a winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize.
- 16. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
- 17. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry 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).
- 18. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.
- 19. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any

other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.

- 20. All material submitted on entry (e.g. questionnaire answer(s), photo(s), image(s), drawing(s), comment(s), sound/video recording(s) and answer(s) to a promotional question) must NOT: (a) be in breach of any laws, regulations and rights, e.g. any laws regarding intellectual property (copyright, trademarks, etc), defamation and privacy; (b) be defamatory, obscene, derogatory, pornographic, sexually inappropriate, contain nudity, aggressive, violent, abusive, harassing, threatening, objectionable or discriminate/vilify any section of the community with respect to race, ethnicity, nationality, religion, origin, sexual preference, mental illness, disability or gender or unsuitable for publication; or (c) contain viruses. Entrants warrant that they own or have the right to license the copyright in any entry submitted by them into this Promotion, for the purposes of this Promotion, that no rights have been granted to any third party in respect of any such entry which would prevent the entry being used as contemplated by this Promotion, and that the use by the Promoter of any such entry will not breach any laws or infringe the rights of any person (including without limitation with respect to privacy, intellectual property and defamation). Entrants must obtain prior consent from any person or from the owner(s) of any property that appears in their entry. By entering, all entrants license and grant the Promoter, its affiliates and sub-licensees an exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (including any portion of their entry) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability. Entrants further agree, upon request by the Promoter, to assign all of their rights, title and interest (including copyright) in and to their entry to the Promoter and to sign any legal documentation to confirm such assignment. Entrants agree that their entry is their original work and does not infringe the rights of third parties, or that they have obtained full prior consent from any person who has jointly created or has any rights in the aforementioned material. Entrants consent to any use of their entry that may otherwise infringe their moral rights. Entrants are responsible for all entries they submit on entry. The Promoter will not be liable for any entries, to the extent permitted by law. The Promoter reserves the right to remove, request removal or decline to publish any entry or portion of an entry for any reason whatsoever, including if in breach of these Terms and Conditions. The Promoter will have no liability to entrants if it exercises this right and entrants must comply with any request made by the Promoter pursuant to this paragraph. The entrant warrants and represents that any material sent or provided by the entrant to the Promoter will not infringe any copyright, trademarks or other intellectual property rights of any third party (including moral rights) and that the entrant has all rights to use the materials and has obtained all necessary consents to comply with any relevant privacy and/or confidentiality requirements. Entrants agree to indemnify the Promoter for any breach of the Terms and Conditions including this clause.
- 21. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each entrant and no correspondence will be entered into.
- 22. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
- 23. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
- 24. Unless otherwise specified, a prize is a single event for the winner (and where relevant their guests) and cannot be separated into separate events or components.
- 25. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize. All taxes (excluding GST), which may be payable as a consequence of receiving the prize, are the sole responsibility of the winner.
- 26. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
- 27. By entering this Promotion, entrants license the Promoter and RedBalloon ("Prize Partner") to use the content of their entry in any way the Promoter or Prize Partner wishes (including modifying, adapting, copying, publishing, broadcasting or

communicating the entry whether in original or modified form in whole or in part) in all media in perpetuity without payment to the entrant of royalties or compensation.

## 28. Authorised under: ACT Permit No. TP19/04450.1 NSW Permit No. LTPS/19/39128 and SA Permit No. T19/1769.