



**Woolworths Promotion**

**Fresh Ideas Magazine**

## **TERMS AND CONDITIONS**

Pie Maker Competition - 5 x per issue

1. Information on how to enter and prizes form part of these terms and conditions. Any entry not complying with these terms and conditions is invalid. Participation in this promotion is deemed acceptance of these terms and conditions.
2. Entry is open to Australian residents, with no limit on the number of entries per person.
3. To enter, complete the entry form available at <https://www.woolworths.com.au/shop/discover/fresh-magazine-competitions/cook-and-win-comp>
4. All entries remain the property of the promoter.
5. **The competition commences at 12:01am 1 July 2021. Entries close at 11:59pm 28 July 2021.**
6. Entries are deemed to be received at the time they are received by the promoter's database and not at the time of submission by the entrant. The promoter does not accept responsibility and is not liable for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence due to error, omission, tampering, deletion, theft, communications failure or otherwise. The promoter has no control over communications networks and is not liable for any problems associated with them due to traffic congestion, technical malfunction or otherwise. The promoter is not liable for any consequences of user error including (without limitation) costs incurred. Entrants who enter using multiple aliases may be disqualified.
7. Judging will commence on the **15<sup>th</sup> of August 2021** at 1 Woolworths Way, Bella Vista. The 5 most creative and valid entries will win a Pie Maker valued at \$29. There are a total of 5 Pie Makers to be won.
8. Chance plays no part in the determination of the winning entries. The winners will be determined by a panel of judges, and will be based on the most appealing entry.
9. The judge's decision is final. Prizes are non-transferable and cannot be redeemed for cash. If for whatever reason the specified prize is unavailable the promoter reserves the right to award a prize of equal or greater value.
10. Winners will be notified by email and/or telephone within 7 days of the decision. All reasonable steps will be taken by the promoter to notify the prize winner based on the details provided by entrants.

11. In the event that any of the winners do not claim their prize, or cannot be contacted after reasonable attempts are made by the promoter, the prize will be forfeited and will not be awarded.
12. If the promoter forms the view in its sole discretion that an entry or the entry process for any entrant has been tampered with or otherwise does not comply with these terms and conditions, the promoter reserves the right to disqualify that entry. Any attempt, deliberate or otherwise, to cause malicious damage or interference with the normal functioning of the competition website or the information on the competition website, or to otherwise undermine the legitimate operation of this competition may be a violation of criminal and civil laws and, should such an attempt be made, whether successful or not, the promoter reserves the right to seek damages to the fullest extent permitted by law. If the promoter suffers loss or incurs any costs in connection with any breach of these terms and conditions or any other legal obligation by an entrant, the entrant agrees to indemnify the promoter for those losses, damages and costs.
13. Entrants can only enter in their own name. Entrants who provide incorrect, misleading or fraudulent information are ineligible to participate in the promotion and all entries of an entrant who is deemed by the promoter to have provided incorrect, misleading or fraudulent information may, at the discretion of the promoter, be deemed invalid. The promoter reserves the right to request the entrant produce (within the requested time) appropriate photo identification or other documentation (to the promoter's satisfaction, at its sole discretion) in order to confirm the entrant's identity, age, residential address, eligibility to enter and claim a prize, and any information submitted by the entrant in entering the promotion, before issuing a prize. If the documentation required by the promoter is not received by the promoter (or a person nominated by the promoter) or an entrant or entry has not been verified or validated to the promoter's satisfaction then all the entries of that entrant will be ineligible and deemed invalid.
14. If this promotion is not capable of running as planned for any reason beyond the reasonable control of the promoter, including but not limited to war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus or telecommunications interference, bugs, tampering, unauthorised intervention, technical failures or anything which corrupts or affects the administration, security, fairness, integrity or proper conduct of this promotion, the promoter reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the promotion and/or if necessary, to provide an alternative prize or prizes of equal or greater value as an original prize or prizes, subject to any written directions made under applicable State or Territory legislation.
15. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods re
16. Certain legislation may imply warranties or conditions or impose other obligations including statutory consumer guarantees which cannot be excluded, restricted or modified except to a limited extent. To the extent permitted by law, the promoter excludes all guarantees, warranties, conditions or other terms that apply under or are implied by statute, common law or trade custom or usage.
17. 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 Australian Consumer Law or is implied by any other commonwealth, state or territory law that cannot 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.
18. To the extent permitted by law, neither the promoter nor any of its related companies or associated agencies accepts any liability to the prize winner(s) or anyone else for any injury, damages, expenses or loss whatsoever (including without limitation loss of profit, revenue or business and indirect, consequential, special or incidental loss or damage), sustained in the course of accepting or using a prize.
19. The promoter collects personal information about an entrant to include the entrant in the promotion and, where appropriate, award prizes. If the personal information requested is not provided, the entrant cannot

participate in the promotion and is deemed ineligible. By entering the promotion and 'opting in', entrants agree that the promoter may, in the event the entrant is a winner, publish or cause to be published the entrant winner's name and locality in any media, as required under the applicable State or Territory legislation.

20. By entering the promotion, the prize winner agrees to the promoter's use of their name, likeness, image, locality and photograph(s) for publicity and promotional purposes for an unlimited period of time, without further notification or compensation, and agrees that the promoter will own copyright in any such images and photograph(s) and in all material incorporating the photograph(s). Also by entering, entrants give the promoter the permission to publish their recipe, photograph, name and state on the promoter's website at [www.woolworths.com.au](http://www.woolworths.com.au), Woolworths Fresh print and digital magazines, Woolworths social media accounts and any media worldwide without any fee being paid to the entrant. All entries become the property of the promoter and entries will not be returned.

21. Each entrant warrants to the promoter that their entry submitted is an original creation and work of the entrant that does not infringe the rights (including copyright, moral rights, privacy rights and any other intellectual property rights) of any third party. Entrants agree to indemnify the promoter against all loss, damages, costs and claims by third parties arising from or resulting from a breach of this warranty. Each entrant agrees to absolutely and unconditionally assign all intellectual property rights in their entry to the promoter and consents to any use of their entry and any act and omission in relation to their entry, which may otherwise infringe their moral rights pursuant to the Copyright Act 1968.

22. If entrants are required to upload a photograph to enter, they 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 (including Facebook) or such websites at any time in its absolute discretion. However, the promoter is not responsible for any photographs uploaded to any platform (including Facebook) or website and visitors to the site view it at their own risk;
- (d) Entrants must own the copyright in the photograph uploaded;
- (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 these terms and conditions; 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.

23. The promoter may use any personal information that an entrant has provided to it for the purpose of running the promotion, where applicable inform the entrant of their prize and also in advertisements, publications, media statements and other promotional material associated with the promotion. The promoter may disclose the information for those purposes to its related bodies corporate and service providers who perform functions or services on behalf of the promoter, which the promoter engages for that purpose. 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 at <https://www.woolworthsgroup.com.au/page/privacy-policy/> [www.woolworths.com.au](http://www.woolworths.com.au). The promoter's privacy policy contains information on how the promoter collects, holds, secures, uses and shares your personal information, how you can seek access to or correct the personal information held about you, and how you can

complain about a breach of privacy. If you have an enquiry about privacy, you can contact the promoter by email at [privacy@woolworths.com.au](mailto:privacy@woolworths.com.au) or by telephone on 1300 908 631.

24. The promoter is not liable for any tax implications arising from prize winnings and independent legal and financial advice should be sought.

25. The promoter is: Woolworths Group Limited (ABN 88 000 014 675) trading as Woolworths Supermarkets of 1 Woolworths Way, Bella Vista, NSW 2153.

26. These terms and conditions are governed by the laws of New South Wales