Mother's Day Competition

Terms and Conditions

The Woolworths Rewards Mother's Day Competition (the "Promotion") is a promotion conducted under the Other Benefits component of the Woolworths Rewards Program.

- 1. Information on how to enter the Promotion and a description of the prizes that may be won in the Promotion form part of these Terms & Conditions of Entry. Participation in the Promotion constitutes acceptance of these Terms & Conditions of Entry. Entries not complying with these Terms & Conditions of Entry are ineligible and the Promoter reserves its absolute right to disqualify any entrant from the Promotion if entries do not comply with these Terms & Conditions of Entry.
- 2. The Promotion is a game of skill, and chance plays no part in determining the Winner. These Terms & Conditions of Entry will be displayed at www.facebook.com/WoolworthsRewards in an app on the Facebook page at the commencement of the Promotion.
- 3. Definitions within this Promotion:

Prize- has the meaning given in clause 11 below.

Promotion - means the The Woolworths Rewards Mother's Day competition governed by these Terms & Conditions of Entry and conducted as a promotion under the Other Benefits component of the Woolworths Rewards Program.

Promoter- means Woolworths Limited ABN 88 000 014 675 of 1 Woolworths Way, Bella Vista, NSW, 2153

Promotional Period - means 14:00 AEST Monday 2nd May 2016 to 11:00 AEST Thursday 5th May 2016.

4. The Promotion commences and ends as specified in the definition of Promotional Period.

ELIGIBILITY

- 5. The Promotion is open to Australian residents over the age of 18 years who are registered Facebook users and registered Woolworths Rewards members who enter into this Promotion in accordance with these Terms and Conditions ("Eligible Entrant"). For the avoidance of doubt, holders of temporary Woolworths Rewards cards are not eligible to enter or win prizes, as temporary Woolworths Rewards cards are not registered Woolworths Rewards cards.
- 6. Entry into the Promotion is free.
- 7. Directors, management and employees and their immediate families of the Promoter and agencies associated with the Promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or stepchild (including adopted children), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step- sister or first cousin.

HOW TO ENTER

- 8. To enter the Promotion, Eligible Entrants, must during the Promotion Period:
- a) Visit the Woolworths Rewards Facebook page at www.facebook.com/WoolworthsRewards or via the Facebook App
- b) Follow the instructions on the Woolworths Rewards Mother's Day competition post; and

- c) Post the most useful kitchen hack or cooking tip you learnt from mum in the comments section under the Woolworths Rewards Facebook Mother's Day competition post. The best 4 entries as judged in accordance with clause 12 will be deemed the winners.
- 9. There is a limit of one (1) entry per person during the Promotional Period. Any entrant attempting to use multiple profiles or otherwise enter the competition several times may, at the Promoter's discretion, be disqualified from the Competition. Using false profiles is prohibited.

JUDGING OF WINNERS

- The decision to accept or reject an entry is at the Promoter's sole discretion and no correspondence will be entered into. Any entry that contains content that the Promoter, in its sole discretion, considers to be offensive, inappropriate or detrimental to any person or business in any way or that the Promoter considers, in its sole discretion, to infringe any intellectual property rights or other rights of any person, corporation or entity, will be considered ineligible. 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 identification to the Promoter's satisfaction at its sole discretion in order to confirm the Entrant's identity or eligibility to enter and claim a Prize, and any information submitted by the Entrant in entering the promotion, before issuing a Prize. If the information required by the Promoter is not received by the Promoter (or its nominated agent) 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...
- 11. The Promoter will judge all eligible entries based on creative merit to select the winning entries.
- 12. The winners will be judged by a panel of two (2) judges at Woolworths, 1 Woolworths Way Bella Vista NSW 2153 on Thursday 5 May 2016 at 12:00pm from all of the valid entries received during the Promotional Period.
- 13. The best four (4) entries judged will win a prize.
- 14. The Promoter may select additional reserve entries that they determine to be the next best in the event of an unclaimed prize or an invalid entry or ineligible entrant being selected as the winner. If a winner does not claim their prize within 3 days from the date and time of determination of that winner, their entry will be deemed invalid and the Promoter may award the Prize to a reserve entry.

ANNOUNCEMENT AND NOTIFICATION

- 15. Winners will be notified via private Facebook message using Facebook Messenger on Thursday 5 May 2016 and must reply to that message to claim their prize.
- 16. The Promoter's decision is final and no correspondence will be entered into. If the prize winner is under 18 years of age, the prize will be awarded to the winner's parent or legal guardian.
- 17. If the prize winner does not claim their prize within 3 days from the date of determination of that winner, their entry will be deemed invalid.

18. If the winning entry is invalid, that entry will be discarded and the prize will be awarded to another entry in accordance with clause 14.

PRIZE

- 19. There are four (4) prizes to be won.
- 20. Each prize will consist of one (1) x \$100 Woolworths Dollars which will be credited to the winners Woolworths Rewards card. Please allow up to one (1) week from Thursday 5 May, 2016 for Woolworths Dollars to be credited to the winner's Woolworths Rewards card.
- 21. For details on how Woolworths Dollars can be redeemed see the Woolworths Rewards terms and conditions at www.woolworthsrewards.com.au/terms/.
- 22. Prize is not transferable or exchangeable and cannot be redeemed for cash.
- 23. In the event that the Prize is unavailable despite the Promoter's reasonable endeavours to procure within Australia, the Promoter reserves the right to substitute with a different prize item of the same value.
- 24. The total value of the prize pool is \$400.00.

GENERAL

- 25. The Promoter accepts no responsibility for any tax implications that may arise from winning of the prizes. Independent financial advice should be sought.
- 25. The Promoter reserves the right to disqualify all entrants who are in breach of the Terms & Conditions of Entry or who manipulates, seeks to manipulate or benefits from manipulating, the entry process or the Promotion.
- 26. All entries are deemed to be received at the time of receipt into the promotional database and not at the time of transmission by the entrant.
- 27. All entries can be used as content by Woolworths Rewards for future marketing or promotional purposes.
- 28. Once prizes have left the Promoter's premises, the Promoter takes no responsibility for prizes damaged, delayed or lost in transit.
- 29. Any costs associated with accessing the Woolworths Rewards page on Facebook is the entrant's responsibility and is dependent on the Internet service provider used.
- 30. The Promoter and its agencies and companies associated with this Promotion will not be liable for any loss (including but not limited to indirect or consequential loss), damage or personal injury which is suffered or sustained (including without limitation to that caused by any person's negligence) relating to the Promotion or the awarding or taking of the prizes except for any liability which cannot be excluded by law (in which case liability is limited to the minimum amount allowable by law).
- 31. The Promoter is not responsible for any incorrect or inaccurate information, either caused by the user or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.

- 32. 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 limit 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.
- 33. 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.
- 34. 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. The Promoter, Woolworths Limited and their associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.
- 35. If for any reason this competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the competition, subject to any written direction given by regulatory authorities.
- 36. The Promoter may use any personal information that an entrant has provided to it for the purpose of running the Promotion , and also in advertisements, publications, media statements and other promotional material associated with the Promotion. For purposes of public statements and advertisements, the Promoter will only publish the winner's name and locality. The Promoter may disclose the information for those purposes to its related bodies corporate, agencies and contractors (including call centres, advertising agencies and direct mail houses) 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 www.woolworths.com.au. To request access to, or to update, personal information the Promoter holds about them, entrants can contact the Promoter in writing at privacy@woolworths.com.au.
- 37. By entering the Promotion, the Entrant consents to any information they submit being published on Facebook and Woolworths online properties (including Woolworths Rewards website, Woolworths websites and e-campaigns, Facebook, Twitter and Instagram channels). As a condition of entering this promotion, an Entrant consents to, in the event they are a winner, the Promoter using the Entrant's winning entry, recipe and name in any media for an unlimited period of time and worldwide without further notification, remuneration or compensation for the purpose of promoting, publicising or marketing the Promotion (including any outcome), and/or promoting, publicising or marketing the Woolworths Rewards program or any products or services manufactured, distributed and/or supplied by the Promoter and their associated or affiliated companies. Each Entrant warrants to the Promoter that entry submitted is an original artistic work of the entrant that does not infringe the rights (including the intellectual

property rights) of any third party. Entrants agree to indemnify the Promoter against all costs and claims by third parties arising 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.

- 38. In the event there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and no correspondence will be entered into.
- 39. The Promoter is Woolworths Ltd, ABN 88 000 014 675 of 1 Woolworths Way, Bella Vista, 2153
- 40. This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook and entrants in the Promotion release Facebook from all liability arising from the Promotion. Entrants understand that they are providing their information to the Promoter and not to Facebook. Any questions, comments or complaints regarding the promotion must be directed to Woolworths Rewards, not to Facebook. The information you provide will only be used in the ways outlined in these Terms and Conditions.