

Nestlé – TRADE PROMOTION TERMS AND CONDITIONS

<u>Schedule to Conditions of Entry</u>	
Promotion Name	'UNCLE TOBYS 130 Years' Promotion ("The Promotion")
Promoter	The Promoter is Nestlé Australia Ltd. ABN 77 000 011 316 of 1 Homebush Bay Drive, Rhodes NSW 2138.
Permit Number	Authorised under permit numbers NSW Authority Number TP/02197, ACT Permit No. TP 22/01908 and SA Permit No. T22/1572
Website	https://www.uncletobys.com.au/130
Promotional Period	The Promotion starts at 12:01am AEST on 22 nd May 2023 and closes at 11:59pm AEST on 31 July 2023.
Entry Restrictions	Subject to Clause 3 of the Conditions of Entry, entry is open to residents of Australia who are aged 18 years or over ("Eligible Entrant").
Participating Product(s)	<p>Participating Products Only:</p> <p>UNCLE TOBYS OATS:</p> <ol style="list-style-type: none"> 1. UNCLE TOBYS OATS QUICK SACHETS ORIGINAL 340G 2. UNCLE TOBYS OATS QUICK SACHETS BERRY VARIETY 350G 3. UNCLE TOBYS OATS QUICK SACHETS HI FIBRE 320G 4. UNCLE TOBYS OATS QUICK SACHETS CLASSIC VARIETY 350G 5. UNCLE TOBYS OATS QUICK SACHETS FRUIT VARIETY 350G 6. UNCLE TOBYS OATS QUICK SACHETS CREAMY VANILLA 350G 7. UNCLE TOBYS OATS QUICK SACHETS BROWN SUGAR & CINNAMON 350G 8. UNCLE TOBYS OATS QUICK SACHETS CREAMY HONEY 350G 9. UNCLE TOBYS OATS QUICK SACHETS APPLE CINNAMON 350G 10. UNCLE TOBYS OATS QUICK SACHETS CREAMY HONEY BIG BOWL 368G 11. UNCLE TOBYS OATS QUICK SACHETS ORIGINAL BIG BOWL 368G 12. UNCLE TOBYS OATS QUICK SACHETS BANANA HONEY BIG BOWL 368G 13. UNCLE TOBYS OATS QUICK SACHETS ORIGINAL 680G 14. UNCLE TOBYS OATS QUICK SACHETS CREAMY HONEY 700G 15. UNCLE TOBYS OATS DELICIOUS BLENDS RASPBERRY ROASTED ALMOND VANILLA 320G 16. UNCLE TOBYS OATS DELICIOUS BLENDS BLUEBERRY & COCONUT 320G 17. UNCLE TOBYS OATS DELICIOUS BLENDS Queensland Mango with Macadamia 320g 18. UNCLE TOBYS OATS DELICIOUS BLENDS Murray River Raisin with Cranberry 320g 19. UNCLE TOBYS OATS QUICK 2MINS OATS 500G 20. UNCLE TOBYS OATS TRADITIONAL 500G

21. UNCLE TOBYS OATS TRADITIONAL 1KG
22. UNCLE TOBYS OATS QUICK 2MINS OATS 1KG
23. UNCLE TOBYS OATS ANCIENT GRAINS 700g
24. UNCLE TOBYS OATS BREAKFAST BAKES PEANUT BUTTER 260G
25. UNCLE TOBYS OATS BREAKFAST BAKES APPLE & CINNAMON 260G
26. UNCLE TOBYS OATS BREAKFAST BAKES BERRY HARVEST 260g
27. UNCLE TOBYS OATS BREAKFAST BAKES HONEY & ROASTED ALMOND 260G
28. UNCLE TOBYS OATS BREAKFAST BAKES APPLE & CINNAMON 260G
29. UNCLE TOBYS OATS BREAKFAST BAKES BERRY HARVEST 260g
30. UNCLE TOBYS OATS BREAKFAST BAKES HONEY & ROASTED ALMOND 260G
31. UNCLE TOBYS OATS BREAKFAST CEREAL CREAMY & HONEY Cup 50G

UNCLE TOBYS READY TO EAT CEREALS:

32. UNCLE TOBYS CHEERIOS 320G
33. UNCLE TOBYS CHEERIOS 580G
34. UNCLE TOBYS CHEERIOS HONEY 570G
35. UNCLE TOBYS CHEERIOS Low Sugar 510g
36. UNCLE TOBYS CHEERIOS 960g
37. UNCLE TOBYS VITA BRITS 375g
38. UNCLE TOBYS VITA BRITS 1KG
39. UNCLE TOBYS SHREDDED WHEAT 270g
40. UNCLE TOBYS SQUARZ THE ORIGINAL 460g
41. UNCLE TOBYS VITA WEETIES ORIGINAL 700g
42. UNCLE TOBYS OATFLAKES 640G
43. UNCLE TOBYS FRUITY BITES WILDBERRY 500G
44. UNCLE TOBYS OAT CRISP Almond 415G
45. UNCLE TOBYS OAT CRISP Honey & Macadamia 475G
46. UNCLE TOBYS PLUS ANTIOXIDANT 765G
47. UNCLE TOBYS PLUS FIBRE 775G
48. UNCLE TOBYS PLUS IRON 710g
49. UNCLE TOBYS PLUS PROTEIN 705G
50. UNCLE TOBYS PLUS MUESLI FLAKES 820G
51. UNCLE TOBYS PLUS ANTIOXIDANT 435G
52. UNCLE TOBYS PLUS FIBRE 430g
53. UNCLE TOBYS PLUS IRON 410g
54. UNCLE TOBYS PLUS PROTEIN 410G
55. UNCLE TOBYS PLUS ANTIOXIDANT 1220g
56. UNCLE TOBYS PLUS IMMUNITY 690g
57. UNCLE TOBYS NATURAL MUESLI SWISS 1KG
58. UNCLE TOBYS GOODNESS BOWL FRUITY PILLOWS APPLE 500g
59. UNCLE TOBYS GOODNESS BOWL FRUITY PILLOWS CHOCO BERRY FLAVOUR 500g
60. UNCLE TOBYS GOODNESS BOWL LOW SUGAR MUESLI BERRIES AND COCONUT 875g
61. UNCLE TOBYS GOODNESS BOWL LOW SUGAR MUESLI ALMONDS CASHEWS AND CINNAMON 875g
62. UNCLE TOBYS GOODNESS BOWL Muesli Berries 650g
63. UNCLE TOBYS GOODNESS BOWL Muesli Alm Cshw 650g
64. UNCLE TOBYS GOODNESS BOWL TASTY FLAKES HONEY AND ALMONDS 625g
65. UNCLE TOBYS GOODNESS BOWL WHOLEGRAIN FLAKES APPLE RASPBERRY AND COCONUT 550g

- 66. UNCLE TOBYS GOODNESS BOWL WHOLEGRAIN FLAKES OAT CLUSTERS PUMPKIN SEEDS AND ALMONDS 640g
- 67. UNCLE TOBYS GOODNESS BOWL Muesli Apple Crumble 650g
- 68. UNCLE TOBYS GOODNESS BOWL Indulgent Flakes Raspberry & Cocoa Nib 620g
- 69. UNCLE TOBYS GOODNESS BOWL Indulgent Flakes Salted Caramel & Macadamia 550g

UNCLE TOBYS SNACKS PRODUCTS:

- 70. Uncle Tobys Muesli Bars Chewy Apricot 6pk 185g
- 71. Uncle Tobys Muesli Bars Chewy Choc Chip 6pk 185g
- 72. Uncle Tobys Muesli Bars Yoghurt Honeycomb 6pk 185g
- 73. Uncle Tobys Muesli Bars Yoghurt Strawberry 6pk 185g
- 74. Uncle Tobys Muesli Bars Chewy White Choc Chip 6pk 185g
- 75. Uncle Tobys Muesli Bars Yoghurt Mango Passionfruit 6pk 185g
- 76. Uncle Tobys Muesli Bars Chewy Mixed Berry 6pk 185g
- 77. Uncle Tobys Muesli Bars Chewy Milo 6pk 185g
- 78. Uncle Tobys Muesli Bars Yoghurt Variety Value Pack 15pk 469g
- 79. Uncle Tobys Muesli Bars Yoghurt Strawberry Value Pack 15pk 469g
- 80. Uncle Tobys Muesli Bars LunchBox Favourites Variety Value Pack 15pk 469g
- 81. Uncle Tobys Muesli Bars Chewy Chocolate Lovers Variety Value Pack 15pk 469g
- 82. Uncle Tobys Muesli Bars Chewy Choc Chip Value Pack 15pk 469g
- 83. Uncle Tobys Protein Muesli Bar Raspberry, Goji & White Choc 5pk 175g
- 84. Uncle Tobys Protein Muesli Bar Lemon with a Yoghurty Drizzle 5pk 175g
- 85. Uncle Tobys Protein Muesli Bar Caramel Flavour & Dark Choc 5pk 175g
- 86. Uncle Tobys Protein Muesli Bar Mocha Flavour & Dark Choc 5pk 175g
- 87. Uncle Tobys Muesli Bars Golden Oats 6pk 185g
- 88. Uncle Tobys Oat Slice Apple and Cinnamon 4pk 140g
- 89. Uncle Tobys Oat Slice Choc Chip 4pk 140g
- 90. Uncle Tobys Oat Slice Choc Chip Singles 70g
- 91. Uncle Tobys Oat Slice Apple and Cinnamon Singles 70g
- 92. Uncle Tobys Le Snak Tasty Cheese Dip & Crackers 6pk 132g
- 93. Uncle Tobys Le Snak Cheddar Cheese Dip & Crackers 6pk 132g
- 94. Uncle Tobys Le Snak French Onion Cheese Dip & Crackers 6pk 132g
- 95. Uncle Tobys Le Snak Cheesy Vegemite Dip & Crackers 6pk 132g
- 96. Uncle Tobys Le Snak Tasty Cheese Dip & Crackers Value Pack 12pk 264g
- 97. Uncle Tobys Le Snak Cheddar Cheese Dip & Crackers Value Pack 12pk 264g
- 98. Uncle Tobys Le Snak French Onion Cheese Dip & Crackers Value Pack 12 pack 264g
- 99. Uncle Tobys Roll-Ups Rainbow Fruit Salad 6pk 94g
- 100. Uncle Tobys Roll-Ups Fun Prints Strawberry 6pk 94g
- 101. Uncle Tobys Roll-Ups Rainbow Berry 6pk 94g
- 102. Uncle Tobys Roll-Ups Berry Sour 6pk 94g
- 103. Uncle Tobys Roll-Ups Variety Value Pack 15pk 234g
- 104. Uncle Tobys Protein Muesli Bar Caramel Flavour & Dark Choc 35g
- 105. Uncle Tobys Oats Favourites Creamy Honey Flavour 280g
- 106. Uncle Tobys Oats Favourites Triple Berry 280g

UNCLE TOBYS DAIRY PRODUCTS:

- 107. UNCLE TOBYS Oat Milk 1L
- 108. UNCLE TOBYS Barista Oat Milk 1L
- 109. UNCLE TOBYS Oat and Almond Milk 1L

Entry Method	To enter, Eligible Entrants must: <ul style="list-style-type: none"> 1. Purchase any two (2) Participating Products from the list above in a single transaction, from a Participating Retailer. A Participating Retailer is any retailer in
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	<p>Australia (including online) that stocks the Participating Products and displays material advertising this Promotion;</p> <ol style="list-style-type: none"> 2. During the Promotional Period, go to https://www.uncletobys.com.au/130 and follow the prompts to the ‘UNCLE TOBYS 130 Year’ Promotion entry page; 3. Complete the entry form including (but not limited to) their name, email address, phone number, receipt number and upload a copy of their itemised purchase receipt (retain original receipt and product packaging*); 4. Click on “submit” to finalise their entry. Entries must be submitted before the close of the Promotional Period. <p>Upon submitting their online entry, Eligible Entrants will be immediately notified via an onscreen message if they have provisionally won an Instant Win Prize. If an Eligible Entrant is deemed a provisional Instant Prize Winner, they will receive an email relating to the prize. If they have not won an Instant Win Prize the entrant will be notified via an onscreen message, and they will not receive an e-mail. All non-winning Instant Win Prize entries will be automatically placed in a Second Chance Draw</p> <p>*Note: All Instant Prize Winners are deemed provisional prize winners and may be subject to verification before being awarded a Prize. Eligible Entrants must retain original itemised purchase receipt(s) as proof of purchase. Purchase receipt(s) must clearly specify the receipt/invoice number, store/online store of purchase, that the product(s) purchased are Participating Product(s). Eligible Entrants should also retain the packaging of any specially marked Participating Product(s).</p>
<p>Maximum entries permitted</p>	<p>Multiple entries are permitted, however:</p> <ol style="list-style-type: none"> (1) There is a limit of one (1) entry per transaction (regardless of the number of specially marked Participating Products purchased in the same transaction); and (2) Must be submitted separately and must independently comply with these Terms and Conditions. <p>Note: Eligible Entrants can only win a maximum of one (1) Instant Win Prize (except for SA residents).</p>
<p>Draw Details</p>	<p>There are 1,000 (one-thousand) Instant Win prizes available to be won in this Promotion. All Instant Win prizes are randomly awarded using the <i>InstantWinApi</i> random computerised drawing system housed at Trade Promotions and Lotteries Pty Ltd, Level 2, 11 York St, Sydney NSW 2000. The Promoter will conduct a draw prior to the commencement of the Promotional Period (at 12pm AEST on 17 May 2023), where it will identify 1,000 (one-thousand) “Winning Moments” throughout the Promotional Period. The first valid entry received on or after a pre-determined Winning Moment will be deemed a provisional Instant Prize Winner subject to verification. SA draw approval number 1291.</p> <p>Instant Win prize draws: 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.</p>

Prize	There are 1,000 Instant Win prizes available to be won in this Promotion as follows:		
	No. Available	Details	Value
	1,000	One (1) x \$130 EFTPOS Gift Card	\$130,000.
Value of Prize Pool	\$130,000.00		
Conditions of prize	As per conditions of entry. Prizes are not transferable and cannot be converted to cash. EFTPOS gift card conditions are subject to any terms and conditions of the issuer. The full T&C's for the EFTPOS Gift Card can be found here: https://rewardscometrue.com.au/information/card-holder-19-digit-tcs/		
Instant Prize Winner Notification	Instant Prize Winners will be notified immediately on screen via the Promotion website. They will also receive an email to their registered email address within three (3) business days of being determined an Instant Prize Winner.		
Second Chance Draw	All un-won Instant Win prizes from the advertised prize pool, or where an entry is deemed invalid or otherwise forfeited will be distributed via a Second Chance Draw which will take place at Unit 6, 43 Herbert Street Artarmon NSW at 12.00pm AEST on 14 August 2023. The draw is electronic and winner(s) will be selected at random. SA draw approval number 1224. The winner(s) will be notified by email and their first name and suburb will be published www.nestle.com.au/productnews/winners on the same date.		
Instant Prize Winner Publication Details	The first name and suburb of the Instant Prize Winners will be published on www.nestle.com.au/productnews/winners by 5.00pm AEDT on 21 st August 2023.		
Instant Prize Claim Date	All Instant Win prizes must be claimed by 5.00pm AEST on 21 st November 2023 by responding to the Instant Prize Winner Notification. If the prize is not claimed by the Instant Prize Claim Date, the prize will be forfeited and the Promoter may determine an alternative winner via an unclaimed prize draw.		
Unclaimed Prize Draw	In the event that the prize is won but remains unclaimed by the Instant Prize Claim Date, or an entry is deemed invalid, or otherwise forfeited, the Promoter will conduct a further draw from all remaining entries into the promotion to distribute unclaimed prizes at Unit 6, 43 Herbert Street Artarmon NSW 2064 at 12.00pm AEDT on 28 th November 2023. The draw is electronic and winner/s will be selected at random. SA draw approval number 1224. Winners will be notified via email and have their details published at www.nestle.com.au/productnews/winners on the same date.		

Conditions of Entry

1. These Conditions of Entry are to be read in conjunction with the Schedule to Conditions of Entry. To the extent that there is any inconsistency between the Conditions of Entry and the Schedule to Conditions of Entry, the Schedule to Condition of Entry prevails.
2. Information on how to enter & prizes form part of these terms & conditions. Any entry not complying with these Conditions of Entry and Schedule to Conditions of Entry is invalid.

3. **Standard entry restriction:** Employees of the Promoter, the Promoter's associated companies, the Promoter's agencies associated with the Promotion and their immediate families are ineligible to enter.
4. **Promotional Period:** The Promotion will take place during the Promotional Period. Any entry that occurs outside this period is invalid.
5. **Entry by SMS:** Should the Promotion require an SMS entry, the cost of sending a text entry is the responsibility of the entrant and will vary depending on the mobile network used. Total cost of text entry made within Australia will not exceed 60 cents including GST, whether sent during the Promotional Period or not. Entrants may need to consult their mobile phone provider prior to entering the Promotion.
6. **Receipt of entries for electronic entries:** Entries are deemed to be received at the time of receipt into the Promoter's database. The Promoter is not responsible for incorrect, inaccurate, incomplete, late, lost or misdirected information caused by an entrant or occurring during transmission.
7. **Games of Chance:** If more than one prize is offered for that draw, the prize with the highest value will be awarded first. If other prizes are available to be won in the Promotion, they will be awarded in descending value. The name of any prize winner will be published on the internet at www.nestle.com.au/productnews/winners
8. **Games of skill:** All decisions are at the discretion of the Promoter and no correspondence will be entered into in this regard.
9. **Verification Requirements:** The Promoter may require the entrant to provide proof of identity, age, and residency. Where the Promotion requires the purchase of a product(s), the Promoter reserves the absolute discretion to require any prize winner to produce the original purchase receipt/s for every entry they or their household made during the Promotion period in order to claim a prize. If an entry cannot be verified to the Promoter's satisfaction, the entry will be invalid.
10. **Monetary Prizes:** If money is offered as a prize, the prize may be awarded in a cheque form or by eftpos transfer to a nominated bank account. If the prize is to be delivered by eftpos, the winner will be required to advise the Promoter of their nominated bank account details for their prize money to be deposited. Eftpos transfers may take up to 30 days to process.
11. **Tickets to an Event or an Experience:** If tickets to an event or an experience are offered as a prize, the prize will be subject to the organiser's terms. The Promoter is not liable for any cancellation or re-

scheduling that may prevent prize fulfilment. The tickets to the event cannot be converted to cash nor replaced if lost, stolen or defaced. Tickets can only be used on the date(s) specified on the ticket.

12. **Trip Prize:** If travel is offered as a prize, flights and accommodation are subject to availability at time of booking. Additional spending money, meals, taxes, valid passports, visas, transport to & from departure point additional transfers, insurance & all other ancillary costs not specifically stated in the Schedule to Conditions of Entry are the responsibility of the winner. It is a condition of accepting the prize that all components of the prize be taken during the trip and all persons taking the trip depart from & return to the winner's nearest capital city at the same time unless otherwise agreed by the Promoter & that all persons taking the trip sign a waiver of liability & an indemnity in the form determined by the Promoter in its absolute discretion.
13. **Vouchers:** If a voucher is offered as a prize, the prize will be subject to the issuer's terms of use and are valid until the voucher expiry date stated on the voucher itself. The card cannot be converted to cash nor replaced if lost, stolen or defaced.
14. **Vehicle:** If a vehicle is offered as a prize, the vehicle includes registration, 3rd party insurance, a full tank of petrol and all on-road costs. Any additional costs including comprehensive insurance and additional optional extras are the responsibility of the winner.
15. **Standard Prize Restriction:** All prizes unless stated to the contrary are not transferable & cannot be converted to cash.
16. **Prize Value:** Prize value is correct at time of printing but no responsibility is accepted for any variation in the value of any prize.
17. **Prize Delivery:** Prizes will only be delivered in Australia and each winner should allow 28 days from prize winner determination for delivery of their prize, or (if required) the date they advise the Promoter of their nominated Australian bank account details for their prize money to be deposited. The Promoter, its associated agencies and companies associated with this competition take no responsibility for prizes damaged or lost in transit and the Promoter will not be responsible for any delay in delivery, damage to or loss in transit of the prize.
18. **If a prize winner or participant is under the age of 18 years of age:** The prize will be awarded to the winner's parent/guardian on their behalf. The Promoter may require a winner under the age of 18 years to be accompanied by their parent or legal guardian throughout prize fulfilment.

19. **If the prize becomes unavailable:** The Promoter may substitute a different prize item of equal or greater value in the event that any prize item is unavailable despite the Promoter's reasonable endeavours to procure within Australia. This substitution may be subject to any approval process required by any relevant gaming or lotteries authority if the Promotion is a game of chance.

20. **Australian Consumer Law:** The winner should look to the manufacturer of products and provider of services awarded as prizes for all warranties. These terms and conditions do not exclude or limit the application of any statutory provision (including a provision of the Competition and Consumer Act 2010) where to do so would contravene that statute or cause any part of these terms and conditions to be void.

21. **Tampering:** The Promoter reserves the right to disqualify any individual entrant or group of entrants for tampering with the entry process. Tampering includes but is not limited to the utilisation of techniques designed to avoid payment of call costs or the making of multiple entries that are not associated with a separate eligible purchase, or submitting an entry which is not otherwise in accordance with these Conditions of Entry and Schedule to Conditions of Entry. Should the Promoter find evidence of tampering by an individual, in addition to declaring any or all entries made by that individual invalid, the Promoter may also preclude that entrant from participation future promotions of the Promoter.

22. **Risks:** The entrant acknowledges that participation in the Promotion and prize fulfilment may involve risk. The Promoter may require a winner (and their companions) to sign an indemnity and release prior to participation in the prize fulfilment or participation in the Promotion.

23. **Technical Malfunction:** If for any reason this Promotion is not capable of running as planned, whether caused by computer virus, mobile phone failure, line drop out, bugs, tampering, unauthorised intervention, fraud, technical failures or any other cause beyond the control of the Promoter which corrupt or affect the administration, security, fairness or integrity of the Promotion, the Promoter reserves the right in its sole discretion, (subject to any written direction given by a relevant Regulatory Authority), to cancel, terminate, modify or suspend the Promotion. The Promoter is not responsible for any problems or technical malfunction of any telephone, telephone or computer network, or lines, servers, or telephone or internet providers, traffic congestion on any phone or computer network, or any combination thereof, including any injury or damage to participants or any other person's handset or computer related to or resulting from participation or sending or receiving of any communication or of any materials in this Promotion.

24. **Publicity:** Winners may be required to participate in a follow-up interviews and publicity. By entering the Promotion and claiming a prize, the winner agrees that the Promoter may use their name, image and photograph/s for publicity and Promotion purposes, without compensation, and agrees that the Promoter will own copyright in any such images and photograph/s and in all material incorporating the photograph/s.

25. **Entry Content:** The Promoter may use their entry content, name, likeness, images, photograph/s, film and sound recordings and any other material created during their participation in the Promotion for publicity and promotion purposes for an unlimited time throughout the world without compensation in any media, social media, advertising and/or promoting any goods or services of the Promoter.
26. **Copyright:** It is a condition of participating in the Promotion that the entrant warrants that their entry is original and does not infringe the intellectual property of any third parties. The entrant assigns all rights, title and interest in their entry to the Promoter without compensation. The entrant further agrees not to object to the Promoters use of the entry material on the basis of any moral right. The Promoter may, if required request that an entrant complete any documentation necessary to give effect to this assignment of right, title and interest.
27. **Liability:** The Promoter is not liable for any loss or damage whatsoever which is suffered, including but not limited to indirect or consequential loss, or for personal injury suffered or sustained during the course of accepting or using the prize, except for any liability which cannot be excluded by law.
28. **Disruptive, abusive, unsuitable entries:** The Promoter may determine all entries invalid and/or preclude participation by an entrant if an entrant disrupts, annoys, abuses, acts contrary to law or engages in fraudulent misleading and deceptive conduct.
29. **Tax:** Winners should obtain their own independent financial advice in relation to any tax liability that may arise as a result of their participation in the Promotion.
30. **Promoters Decisions:** All decisions of the Promoter are at their complete discretions and are final. No correspondence will be entered into.
31. **Social Media:** The Promotion is in no way sponsored, endorsed or administered by or associated with Facebook, Instagram or Twitter. Entrants completely release Facebook, Instagram or Twitter from any and all liability relating to the Promotion.
32. **Privacy:** Each entry becomes the property of the Promoter. All details will be held in accordance with the Nestlé Privacy Policy which can be accessed by visiting www.nestle.com.au or calling 1800 025 361.