

## Promotion

Wake Up and Win (with Uncle Tobys and NESCAFÉ)

## Promoter

Woolworths Group Limited (t/a 'Everyday Rewards') ABN 88 000 014 675, 1 Woolworths Way, Bella Vista, NSW 2153, Australia. Ph: 02 8885 0000

## Promotional Period:

Start date: 22/05/24 at 12:01 am AEST

End date: 09/07/24 at 11:59 pm AEST

## Eligible entrants:

Entry is only open to Australian residents who are 18 years and over and who are an Existing Everyday Rewards Member with a valid email address registered with their Everyday Rewards account.

For the purpose of these Terms and Conditions an “**Existing Everyday Rewards Member**” is any person who is a Registered Cardholder of the Everyday Rewards Program. “**Registered Cardholder**” means a holder of an Everyday Rewards Card (“**Registered Card**”) issued by the Promoter excluding holders of temporary Everyday Rewards Cards.

Entrants must continue to be an Existing Everyday Rewards Member at the time of the draw to be eligible for a prize.

Details of the Everyday Rewards Program (including terms and conditions of the program) are accessible at [everydayrewards.com.au](http://everydayrewards.com.au).

## How to enter:

To enter the Promotion, the entrant must complete the following steps during the Promotional Period:

- a) purchase any two (2) products from Nescafe or Uncle Tobys Rolled Oats varieties (including Quick Sachets) ('Participating Products') from any Woolworths supermarket in Australia, Woolworths Metro in Australia (excluding MILKRUN and Everyday Market) or via Woolworths Online at [www.woolworths.com.au](http://www.woolworths.com.au); and
- b) scan their Everyday Rewards Card in-store at the checkout or enter their Everyday Rewards Card number at the online checkout prior to finalising the transaction.

Entry will be automatically recorded on purchase.

## Entries permitted:

Multiple entries permitted – entrants will receive one (1) entry into the draw for every two (2) Participating Products purchased in accordance with the above instructions.

The entrant is eligible to win a maximum of one (1) minor prize (excluding SA residents).

## Total prize pool:

AUD \$97,500.00

## Prize description:

**Major prize**

Prize description: The prize is \$10,000 worth of Woolworths Supermarket eGift Cards (awarded as 20 x \$500 Woolworths Supermarket eGift Cards).

Number of this prize: 1

Value: \$10,000.00

Winning method: Draw: computerised random selection - 18/07/2024 at 12:00 pm AEST

Prize conditions: The Woolworths Supermarket eGift Cards will be sent to the winner's email address within 30 days of the notification. Woolworths Group Limited ABN 88 000 014 675 is the issuer of the Woolworths Supermarket eGift Card. Woolworths Supermarket eGift Cards have no expiry date and are redeemable in store and online at Woolworths Supermarket stores only. For a list of participating stores and full Gift Card Terms and Conditions visit [woolworths.com.au/giftcards](https://www.woolworths.com.au/giftcards). Any ancillary costs associated with redeeming the Woolworths Supermarket eGift Card are not included. Any unused balance of the Woolworths Supermarket eGift Card will not be awarded as cash. Redemption of the Woolworths Supermarket eGift Card is subject to any terms and conditions of the issuer including those specified on the Woolworths Supermarket eGift Card.

### **Minor prize**

Prize description: The prize is a \$500 Woolworths Supermarket eGift Card.

Number of this prize: 175 (25 per Weekly Draw)

Value (per prize): AUD\$500.00

Winning method: Weekly Draw: computerised random selection – entries will be divided based on the week they are received and all Weekly Draws will take place on 18/07/2024 at 12:00 pm AEST. There shall be a total of seven (7) Weekly Draws held.

Prize conditions: The Woolworths Supermarket eGift Cards will be sent to the winner's email address within 30 days of the notification. Woolworths Group Limited ABN 88 000 014 675 is the issuer of the Woolworths Supermarket eGift Card. Woolworths Supermarket eGift Cards have no expiry date and are redeemable in store and online at Woolworths Supermarket stores only. For a list of participating stores and full Gift Card Terms and Conditions visit [woolworths.com.au/giftcards](https://www.woolworths.com.au/giftcards). Any ancillary costs associated with redeeming the Woolworths Supermarket eGift Card are not included. Any unused balance of the Woolworths Supermarket eGift Card will not be awarded as cash. Redemption of the Woolworths Supermarket eGift Card is subject to any terms and conditions of the issuer including those specified on the Woolworths Supermarket eGift Card.

### **Winner notification:**

The winners will be contacted by email (to the email address linked to their Everyday Rewards account) and by phone (to the phone number linked to their Everyday Rewards account) within seven (7) days of the draw. The winners will be published at <https://everydayrewards.com.au/competitionwinners> by 01/08/24.

### **Unclaimed prizes:**

Prizes must be claimed by 18/09/24 at 12:00 pm AEST. In the event of an unclaimed prize, the prize will be redrawn on 19/09/24 at 12:00 pm AEST at Plexus, Level 4, 411 Collins Street, Melbourne VIC 3000. The winners of the redraw will be notified by email (to the email address linked to their Everyday Rewards account) and by phone (to the phone number linked to their Everyday Rewards account) within seven (7) days of the redraw. The winners will be notified publicly (and their details published) at <https://everydayrewards.com.au/competitionwinners> by 26/09/24.

If there are no prize winner/s or winner/s for this Promotion cannot be found, this information will be published at <https://everydayrewards.com.au/competitionwinners>.

### **Further terms and conditions**

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 their immediate family members) of the agencies/companies directly associated with the conduct of this Promotion, the Promoter, businesses involved in determination of winner/s for the Promotion, businesses involved in the management of the Promotion, any organisation benefiting from the Promotion, the Promoter's 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. **Draws:**
  - a) All draws (including the Weekly Draws) will take place at Plexus, Level 4, 411 Collins Street, Melbourne VIC 3000 at 12:00 pm AEST on 18/07/24 using computerised random selection.
  - b) **Weekly Draws:** Entries open and close for each Weekly Draw on the dates/times specified in the table below. Entries in each Weekly Draw will **NOT** be entered into any subsequent Weekly Draw(s); however, all qualifying entries will be entered into the Major Draw.

Weekly Draw	Entries Open	Entries Close
1	22/05/24 at 12:01 am AEST	28/05/24 at 11:59 pm AEST
2	29/05/24 at 12:00 am AEST	04/06/24 at 11:59 pm AEST
3	05/06/24 at 12:00 am AEST	11/06/24 at 11:59 pm AEST
4	12/06/24 at 12:00 am AEST	18/06/24 at 11:59 pm AEST
5	19/06/24 at 12:00 am AEST	25/06/24 at 11:59 pm AEST
6	26/06/24 at 12:00 am AEST	02/07/24 at 11:59 pm AEST
7	03/07/24 at 12:00 am AEST	09/07/24 at 11:59 pm AEST

- i) The first twenty-five (25) valid entries drawn from each Weekly Draw will win the Weekly Draw Prize outlined in the Schedule above.
  - c) **Major Draw:** All qualifying entries will be entered into the Major Draw.
    - i) The first valid entry drawn in the Major Draw will win the Major Prize specified in the Schedule above.
  - d) The draw conductor may draw additional reserve winners in the case an invalid entry or entrant is drawn.
  - e) 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 within a reasonable time, as specified by the Promoter, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize.
  8. Where entry is allowed by purchase or subscription, the cost of the product or service is no greater than the cost would be without the opportunity to participate in the Promotion.
  9. 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 specification, subject to any written directions of a regulatory authority.
  10. No entry fee is charged by the Promoter to enter the Promotion.

11. 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.
12. 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 will handle personal information in accordance with its privacy policy which is located at [www.woolworthsrewards.com.au/privacy.html](http://www.woolworthsrewards.com.au/privacy.html). 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.
13. 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.
14. 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.
15. 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. 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 in the event of any inconsistency. To the extent permitted by law 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.
16. 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).
17. 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.
18. 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.
19. 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 or claiming a prize, the Promoter will resolve the dispute in direct consultation with the entrant. If the dispute cannot be resolved the Promoter's decision will be final.
20. 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 willful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation). For the sake of clarity, this clause shall not apply where the Promoter has contributed to or caused such loss, expense, damage, personal

injury or death and shall not apply to any liability which cannot be excluded by law (in each case the Promoter's liability is limited to the minimum allowable by law).

21. The winner(s) 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.
22. 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.
23. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
24. Authorised under: ACT Permit No. TP 24/00663, NSW Authority No. TP/82 and SA Permit No. T24/547.