

“WIN A FIT BIT EVERY 30 MINUTES” PROMOTION – WOOLWORTH’S

TERMS AND CONDITIONS

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents aged 18 years or over.
3. Employees (and their immediate families) of the Promoter, Participating Store and agencies associated with this promotion are ineligible to enter. Immediate family 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.
4. Promotion commences on 29/09/2021 and ends at 11:59pm AEDST on 02/11/2021 (“**Promotional Period**”).
5. To be eligible to enter, individuals must purchase any product from the Arnott’s Vita-Wheat, Cruskit or Salada Range, from a Participating Store during the Promotional Period (“**Qualifying Purchase**”). A participating store is any Woolworth’s supermarket nationally that displays promotional material featuring this promotion or purchases made online at www.woolworths.com.au (each a “**Participating Store**”).
6. To enter, individuals must then undertake the following steps during the Promotional Period:
 1. visit www.winafitbit.com.au;
 2. Follow the prompts to the entry page;
 3. Input the requested details including their full name, mobile phone number, a valid email address and residential address;
 4. Upload a copy of their purchase receipt clearly showing where the Qualifying Purchase was made, the Arnott’s product purchased (which must be a Qualifying Purchase) and the date of purchase (which must be during the Promotional Period but before submitting an entry), then
 5. Submit the fully completed online entry form.
7. Entrants will receive a return online message acknowledging their entry and informing them if they have provisionally won an instant prize and if so, details on how to verify their entry and claim their prize. Entrant must claim their prize by 11.59pm (AEDST) on 02/12/2021.
8. Multiple entries are permitted, subject to the following: (a) only one (1) entry is permitted per transaction (regardless of the number of Qualifying Purchases made in a transaction); (b) each entry must be submitted separately and in accordance with entry requirements; and (c) only one (1) entry is permitted per calendar week of the Promotional Period (being Wednesday to Tuesday).
9. For each half-hour of each day of the Promotional Period, a pre-determined “winning time” will be selected by a computerised random system at 389/44 Lakeview Drive Scoresby VIC 3179. The first valid entry received at that “winning time” will win an instant prize. For the avoidance of doubt, a half-hour runs from the start of an hour to 29 minutes past the hour (inclusive), or from 30 minutes past the hour to 59 minutes past the hour (inclusive), e.g. 12pm – 12.29pm, 12.30pm – 12.59pm. There will be a total of 1,680 “winning times”; one per half-hour of each day of the Promotional Period. A maximum of one (1) instant prize will be awarded in respect of each “winning time”.
10. Each instant prize consists of a Fit Bit Sense valued at \$449.94.
11. Provisional winners’ names (or winners if verified) will be announced online at www.winafitbit.com.au on 05/11/2021.

12. Entrants must retain a copy of their purchase receipt as proof of purchase. Failure to produce the proof of purchase when requested may, in the absolute discretion of the Promoter, result in invalidation of an entrant's entry and forfeiture of any right to a prize. Purchase receipt must clearly specify the Participating Store of purchase and that the purchase was made during the Promotional Period but prior to entry.
13. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
14. Incomplete or indecipherable entries will be deemed invalid.
15. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
16. The Promoter's decision is final and no correspondence will be entered into.
17. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a prize by the time stipulated by the Promoter, then the prize will be forfeited.
18. Total prize pool value is \$755,899.20. Prizes, or any unused portion of a prize, are not transferable or exchangeable.
19. A draw for any prizes that are won but remain unclaimed may take place at 11:00am AEDST on 02/02/2022 at 389/44 Lakeview Drive Scoresby VIC 3179, subject to any directions from a regulatory authority. Winners, if any, will be notified by email and their names will be published online at www.winafitbit.com.au on 07/02/2022.
20. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
21. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
22. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
23. 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. Instant win game materials void if stolen, forged, mutilated or tampered with in any way.
24. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the

ASIC Act or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.

25. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of a prize.
26. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.arnotts.com/privacy-policy>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant, provided the entrant has given express consent. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose PI to any entity outside of Australia.
27. The Promoter is Arnott's Biscuits Limited (ABN 44 008 435 729) of 24 George Street, North Strathfield NSW 2137, telephone 1800 242 492.

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