

**“ARNOTT’S SHAPES 2025 XBOX” COLES  
AUSTRALIA PROMOTION**

**TERMS AND CONDITIONS**

1. Information on how to enter and the prize(s) form part of these terms and conditions (“Terms and Conditions”). Participation in this promotion is deemed acceptance of these Terms and Conditions.

**PROMOTER**

2. The Promoter is Arnott’s Biscuits Limited (ABN 44 008 435 729) of 24 George Street, North Strathfield NSW 2137.

**ELIGIBILITY**

3. Entry is only open to Australian residents aged 18 years or over.
4. Employees (and their immediate families) of the Promoter, Coles Group and agencies associated with this promotion are ineligible to enter. In these Terms and Conditions, “immediate family” means any spouse, ex-spouse, de-facto spouse, de-facto partner, 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 1<sup>st</sup> cousin.

**PROMOTIONAL PERIOD**

5. Entries into the promotion open at 12:00:00am AEDT on 03/02/2025 and close at 11:59:59pm AEST on 05/05/2025 (“**Promotional Period**”).

**HOW TO ENTER**

6. To be eligible to enter, individuals must purchase any Arnott’s Shapes product (“**Eligible Product**”) from any Coles supermarket (or Coles online) in Australia that stocks Eligible Products during the Promotional Period (“**Qualifying Purchase**”). If a staff member does not automatically provide the individual with a purchase receipt for their purchase of an Eligible Product, it is the responsibility of the individual to request one.
7. To enter the promotion, individuals must then undertake the following steps during the Promotional Period:
  - Visit [www.ShapesWin.com](http://www.ShapesWin.com);
  - Select country and residence
  - Follow the prompts to the entry page;
  - Input the requested details including their full name, mobile phone number, a valid email address and residential address;
  - Select Coles as the location of their Qualifying Purchase;
  - Upload a copy of their purchase receipt clearly showing that the Qualifying Purchase was made at Coles, the product purchased (which must be an Eligible Product) and the date of purchase (which must be during the Promotional Period but before or on the date of submitting an entry); and
  - Submit the fully completed online entry form.

8. Once the completed online entry form has been submitted, entrants will receive an online message acknowledging their entry and informing them that they have been awarded one (1) entry into the draw. All winners of a Prize (defined below) are subject to verification in accordance with these Terms and Conditions.

### **LIMIT ON ENTRIES**

9. Multiple entries are permitted, subject to the following:
  - (a) only one (1) entry is permitted per Eligible Product; and
  - (b) each entry must be submitted separately and in accordance with the entry requirements.

### **DRAW**

10. There will be one (1) draw conducted at the end of the Promotional Period. The draw will take place at KollwitzOwen, Suite 251/10-20 Gwynne Street, Cremorne, VIC 3121 at 11:00am AEST on 06/05/2025. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. Winners will be notified in writing within seven (7) days of the draw.
11. The first ten (10) valid entries drawn will each win an Xbox Series X 2TB Console Galaxy Black Special Edition valued at AUD\$999 (each a "**Prize**").

### **PUBLICATION**

12. Prize winners' details (first initial, surname and postcode) will be published online at [www.ShapesWin.com](http://www.ShapesWin.com) on 12/05/2025.

### **UNCLAIMED PRIZE DRAW**

13. A draw for any unclaimed Prize will take place 11:00am AEST at KollwitzOwen, Suite 251/10-20 Gwynne Street, Cremorne, VIC 3121 on 05/06/2025 subject to any directions from a regulatory authority. Winners, if any, will be notified in writing within seven (7) days of the draw. Prize winners' details (first initial, surname and postcode) will be published online at [www.ShapesWin.com](http://www.ShapesWin.com) on 12/06/2025.

### **GENERAL**

14. Entrants must retain a copy of their purchase receipt(s) for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the sole and absolute discretion of the Promoter, result in invalidation of ALL of an entrant's entries and forfeiture of any right to a prize. Purchase receipt(s) must clearly show that a Qualifying Purchase of an Eligible Product was made by the entrant in accordance with the entry requirements.
15. 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 and absolute discretion, to disqualify any individual who the Promoter has reason to believe has:
  - (a) breached any of, or does not qualify to participate in the promotion under, these Terms and Conditions;
  - (b) tampered with the entry process; or

- (c) 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 sole and absolute 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 fully reserved.

- 16. Incomplete or indecipherable entries will be deemed invalid at the sole and absolute discretion of the Promoter.
- 17. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole and absolute discretion, to determine the identity of the entrant.
- 18. The Promoter's decision relating to an entry is full and final and no correspondence will be entered into.
- 19. Subject to the unclaimed prize draw clause, if for any reason a winner does not claim a Prize at or by the time stipulated by the Promoter, then the Prize will be deemed to be fully forfeited.
- 20. If a Prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the Prize with a prize to the equal value and/or specification, subject to any written directions from a legislative or regulatory authority.
- 21. The total prize pool available to be won is valued at AUD\$9,990. Prizes won pursuant to these Terms and Conditions are not transferable or exchangeable and cannot be taken as cash, unless otherwise determined by the Promoter in its sole and absolute discretion.
- 22. All entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including in a photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of marketing this promotion (including any outcome), and for marketing any products manufactured, distributed and/or supplied by the Promoter.
- 23. 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, illegality, unauthorised intervention or fraud, the Promoter reserves the right, in its sole and absolute discretion, and to the fullest extent permitted by law:
  - (a) to disqualify any entrant; or
  - (b) to modify, suspend, terminate or cancel the promotion, as appropriate, subject always to any written directions from a legislative or regulatory authority.
- 24. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the internet service provider used and the entrant's relevant accessibility at the time. 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.

## **LIABILITY**

25. 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 directors, 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.
26. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective directors, 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.

## **PRIVACY**

27. 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 [www.arnotts.com/privacy-policy](http://www.arnotts.com/privacy-policy). In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant, where the entrant has expressly given 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. Entrants PI may be held and processed overseas by the Promoter's related companies and service providers. The Promoter has service providers and/or related companies that are based in various countries, including; Australia, New Zealand, Japan, Hong Kong, Malaysia, Indonesia, Singapore, Taiwan, India, the United Kingdom and United States. When the Promoter transfers PI to others or outside Australia or New Zealand, they will comply with applicable privacy laws and will take steps to ensure it is treated in the same way that the Promoter would treat it.

## **PERMITS**

ACT Permit No. TP24/02469. SA Permit No. T24/1898