# "WISH UPON A GOLDEN TIM TAM" INDEPENDENT RETAILER PROMOTION

## **TERMS AND CONDITIONS**

## PARTICIPATION

- 1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
- 2. The Promoter is Arnott's Biscuits Ltd (ABN 44 008 435 729) of 24 George Street, North Strathfield NSW 2137, telephone 1800 24 24 92 ("**Promoter**").
- 3. Entry is only open to Australian residents aged 18 years or over.
- 4. Employees (and their immediate families) of the Promoter 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 1<sup>st</sup> cousin.
- 5. The Promoter reserves the right, in its sole discretion, to prohibit any person from participating in the Promotion if the Promoter has reasonable grounds to believe that the person has previously submitted fraudulent, misleading, or deceptive entries in this or any other promotion conducted by the Promoter. The Promoter's decision in this regard is final, and no correspondence will be entered into.

# HOW TO ENTER

- 6. Entries into the promotion open at 12.00am AEST on 2 July 2025 and close at 11:59pm AEST on 26 August 2025 ("**Promotional Period**").
- 7. To be eligible to enter, individuals must, during the Promotional Period, purchase (in-store or online) any packet of Tim Tam biscuits ("Eligible Product") from any participating Independent supermarket nationally that stocks the Eligible Product ("Qualifying Transaction"). An independent supermarket is any of the following independent supermarkets in Australia or their online store: IGA, Supa IGA, IGA X-Press, Drakes, Foodworks, Foodland, Supa Valu, Romeos, Friendly Grocer, The Local Grocer and Campbells. 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.
- 8. To enter, individuals must then, undertake the following steps during the Promotional Period:
  - visit <u>http://goldentimtam.com.au/</u> and follow the prompts to the entry page;
  - input the requested details (including full name, email address, mobile phone number, state, gender (optional) and age (optional) for the Qualifying Transaction);
  - Select Independent supermarket as the location of their Qualifying Transaction;
  - upload a copy of their purchase receipt clearly showing where the Qualifying Transaction was made, the Eligible Product purchased and the date of purchase; and then
  - submit the fully completed entry form.

Once the completed online entry form has been submitted, entrants will receive an online message acknowledging their entry and informing them if they have won an instant prize and if so, details on how to verify their entry and claim their prize. Each entrant that has won an instant prize must claim their prize by 11.59pm (AEST) on 28/09/2025. All winners are subject to verification in accordance with these Terms and Conditions.

#### WEEKLY PRIZE

## 9. There will be:

- o One (1) winning time randomly selected each week of the Promotional Period (each a "Weekly Winning Times"); and
- o a total of 8 Weekly Winning Times during the Promotional Period.

Each Weekly Winning Time will be selected by a computerised random system at Suite 251/10-20 Gwynne Street, Cremorne, VIC 3121. The first valid entry received on or after each Weekly Winning Time will win a prize. For the avoidance of doubt, each week starts at 12:00:00am each Wednesday and ends at 11:59:59pm the following Tuesday.

- 10. A maximum of one (1) prize will be awarded in respect of each Weekly Winning Time.
- 11. Each prize is a AU\$1,000 VISA iGoDirect digital gift card ("Gift Card").
- 12. The Gift Card has full tap and pay capability and is accepted anywhere VISA is accepted.
- 13. The Gift Card is issued by iGoDirect Group Pty Ltd and Terms & Conditions apply. In order to activate the Gift Card, you must: a) Have a mobile device which supports Apple Pay or Google Pay; b) Be in Australia with location services enabled on your mobile device; c) Download the True Rewards App, create a membership and accept the terms and conditions of the True Rewards App; and d) Agree to any applicable terms of use, privacy policy and/or any other terms of Apple Pay or Google Pay.
- 14. The Gift Cards are valid for 12 months, as advertised on the Gift Card and in the email containing the Gift Card, and will expire on the date indicated on the face of the Gift Cards shown in the True Rewards App.
- 15. After the Gift Card has expired it is no longer valid, and all transactions will be declined. Winners agree that they have no right to receive a refund of any unused value remaining and that unused value will become True Rewards' property immediately following the expiry date unless True Rewards elects otherwise.
- 16.Any ancillary costs associated with redeeming a Gift Card are not included. Any unused balance of a Gift Card will not be awarded as cash. Redemption of a Gift Card is subject to any terms and conditions of the issuer including those specified on the Gift Card. To read the full Gift Card Terms and Conditions, go to https://truerewards.com.au/visa-gift-card-terms.
- 17. Winners' details (first initial, surname and postcode) will be published online at <a href="http://goldentimtam.com.au/">http://goldentimtam.com.au/</a> on 29/08/2025.
- 18. Winners will receive their prize via email within five (5) days of winner notification and subject to verification.
- 19.By accepting a prize, each verified winner agrees to provide the Promoter with content (including but not limited to written statements, photos, or videos) about how they intend to use or have used their prize, as reasonably requested by the Promoter. The Promoter will provide any specifications of the requested content to each winner in writing. The winner grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable and sub-licensable right to use, reproduce, edit, adapt, display and publish this content for any purpose including but not limited to future promotional, marketing or publicity purposes, in any media, including but not limited to the Promoter's website, social media channels, press releases, and other promotional materials, without further compensation, restriction on use, attribution or liability. The winner also consents to being contacted by the Promoter or its representatives for further participation in publicity activities relating to the promotion.

## GENERAL

20. 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 is ineligible to enter, has submitted an invalid entry, 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 right to recover damages or other compensation from such an offender is reserved.

- 21. Incomplete or indecipherable entries will be deemed invalid.
- 22.Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per Qualifying Transaction regardless of the number of Eligible Products purchased in a Qualifying Transaction in excess of one (1); (b) each entry must be submitted separately and in accordance with entry requirements; and (c) only three (3) entries are permitted per person per calendar day of the Promotional Period.
- 23. There is a limit of one (1) prize per person (except for SA residents).
- 24. 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 absolute discretion of the Promoter, result in invalidation of ALL of the entrant's entries and forfeiture of any right to a prize. Purchase receipt(s) must clearly specify the store of purchase, products purchased and that the purchase was made during the Promotional Period but prior to entry.
- 25. 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.
- 26. The Promoter's decision is final and no correspondence will be entered into.
- 27.Subject to the unclaimed prize draw clause, if for any reason a winner does not take / redeem a prize at/by the time stipulated by the Promoter, then the prize will be forfeited, and no compensation will be payable.
- 28. If any 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 regulatory authority.
- 29. Total prize pool value is AUD \$8,000.
- 30.Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
- 31.A draw for any unclaimed prizes may take place on 29/09/2025 at 11:00am AEST at Suite 251/10-20 Gwynne Street, Cremorne, VIC 3121, subject to any directions from a regulatory authority ("**Unclaimed Prize Draw**"). Winners, if any, will be notified by email within two (2) business days of the Unclaimed Prize Draw by The Zoo Republic of level 2/137 Pyrmont St, Pyrmont NSW and their details (first initial, surname and postcode) will be published online at <a href="http://goldentimtam.com.au/">http://goldentimtam.com.au/</a> on 30/09/2025.
- 32. 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 Promoters. The ensuing copyright in any material will rest with the Promoter, without any claim to compensation from the entrants.
- 33.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 as

appropriate; or (b) subject to any written directions from a regulatory authority (if any), to modify, suspend, terminate or cancel the promotion, as appropriate.

- 34. The Promoter reserves the right, at any time, to verify the validity of claims and determine the eligibility of entrants (including an entrant's identity) and to disqualify any entry or refuse to award a prize where false or misleading details have been given by an entrant, or where an entrant has behaved in a fraudulent or dishonest manner, or otherwise not in accordance with these terms and conditions or the spirit of the promotion.
- 35. In addition to the above, the Promoter reserves the right to invalidate entries where multiple entries have been submitted using the same receipt or receipt number, where the same receipt or receipt number is used by multiple entrants, or where entrants submit multiple entries with slight variations in email addresses or other details. Any attempt to jeopardise the integrity of the Promotion will, in the absolute discretion of the Promoter, render all suspicious and/or questionable entries invalid. If the Promoter suspects that there has been any sharing of receipts or manufacturing fake/duplicate receipts, for the purposes of submitting multiple invalid entries, the Promoter reserves the right to invalidate those entries without further notice to entrants.
- 36.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.
- 37. 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. Any Weekly Prizes that are won but remain unclaimed will be awarded in the unclaimed prize draw. Instant win game materials void if stolen, forged, mutilated or tampered with in any way.
- 38.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. 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.
- 39. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including their respective officers, employees and agents) are not responsible for and exclude 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.
- 40. 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 <u>www.arnotts.com/privacy-policy</u>. 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, 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, 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.

# ACT Permit No. TP25/00425. SA Permit No. T25/312