

“NUTELLA AND KINDER DELICIOUSLY DIFFERENT BISCUITS” COMPETITION

TERMS AND CONDITIONS

Promoter	Ferrero Australia Pty Ltd (ABN 29 001 249 261), Level 36, 100 Miller Street, North Sydney NSW 2060.
Competition Period	Entries open at 12:00am AEST on 16/07/25 and close at 11:59pm AEST on 26/08/25 (“ Competition Period ”).
Who can enter?	Only Australian residents who are aged 18 or over.
Who can't enter?	Directors, officers, management and employees (and their immediate families) of the Promoter, participating retailers 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.
Where will the competition run?	The competition will run in online and in-store Woolworths retailers (including Woolworths Metro Stores) in Australia that stock Eligible Products (each a “ Store ”).
Website	www.nutella.com/win
Qualifying Purchase	<p>To be eligible to enter, entrants must, during the Competition Period, purchase either a Nutella Biscuits, Nutella B-Ready, Nutella 220g Jar, Nutella 400g Jar, Nutella 750g Jar, Nutella 1kg Jar, Nutella & Go! 48g, Kinder Happy Hippo or Kinder Tronky product (each an “Eligible Product”) from a Store (“Qualifying Purchase”).</p> <p>In the event a purchase receipt is not automatically provided to the entrant by a member of staff at the time of making their Qualifying Purchase, it is the entrant’s responsibility to request one.</p>
Entry instructions	<p>To enter, entrants must, during the Competition Period:</p> <ul style="list-style-type: none"> (a) visit the Website and follow the prompts to the promotion entry page; (b) input the requested details including full name, valid email address, postal address, phone number, Store of Qualifying Purchase; (c) upload their Qualifying Purchase receipt; (d) check the box consenting to personal information being stored and managed in accordance with the Privacy Act 1988 (Cth) and the Promoter’s privacy policy; and (e) submit the fully completed online entry form (each an “Entry”). Entrants will then be redirected to a screen confirming that their entry was valid.
How many winners will there be and how will they be chosen?	<p>Instant Prizes:</p> <p>Upon submitting their Entry, entrants will be notified instantly online whether or not they are an instant winner. All provisional instant winners are subject to verification. Upon verification, winners will be sent their prize via email.</p> <p>There are a total of 400 instant prizes available during the Competition Period. Prizes will be randomly awarded via an online electronic prize system.</p> <p>A maximum of 67 instant prizes are available each week for weeks 1–5 of the Competition Period and a maximum of 65 instant prizes available for week 6 of the Competition Period (Wednesday – Tuesday).</p> <p>Every valid entry submitted will also be entered into the Major Prize Draw (as detailed below).</p> <p>Major Prize Draw:</p> <p>There will be one (1) draw conducted for all entries received during the Competition Period. The Major Prize Draw will take place at KollwitzOwen PTY LTD, Suite 251/10-20 Gwynne Street, Cremorne, VIC, 3121 at 2:00PM AEST on 02/09/25.</p> <p>The first valid entry drawn will win the Major Prize (defined below).</p> <p>The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.</p>
What can I win?	<p>Instant Prizes:</p> <p>There are 400 instant prizes available.</p>

	<p>Each instant winner will receive one (1) of the following four (4) Gift Card prizes:</p> <ul style="list-style-type: none"> • One (1) x \$100 Uber Eats Card; • One (1) x \$100 HOYTS Gift Card; • One (1) x \$100 JB Hi-Fi Gift Card; or • One (1) x \$100 Hubbl Gift Card. <p>Major Prize: There is one (1) Major Prize available.</p> <p>The winner of the Major Prize Draw will win one (1) \$10,000 EFTPOS Gift Card.</p>
Total prize pool	The total prize pool is AU\$50,000.
How many times can I enter?	Multiple entries permitted, subject to the following: (a) only one (1) Entry permitted per Qualifying Purchase, regardless of the number of Eligible Products purchased in that transaction; (b) each Entry must be submitted separately and in accordance with entry requirements; (c) a maximum of one (1) entry permitted per person per day; and (d) a limit of one (1) instant prize per person applies (excluding SA residents).
How and when will the winner/s be published?	<p>Instant prize winners will be published (first initial, surname, postcode and country of residence) on the Website each Wednesday from 23/07/25.</p> <p>The Major Prize winner will be notified by email and their details will be published (first initial, surname, postcode and country of residence) within two (2) business days of the Major Prize Draw (03/09/25).</p>
Proof of purchase	<p>You must keep the following as proof of purchase for all entries:</p> <ul style="list-style-type: none"> • Copy of purchase receipt for Qualifying Purchase. <p>If you do not produce the above proof of purchase for all entries when asked the Promoter may disqualify all of your entries and you will lose any right to a prize. Proof of purchase must be identical to that provided by you with your entry. If, in the Promoter's opinion, you have shared any proof of purchase with another person, your entries will be invalid and you will lose any right to a prize.</p>
Unclaimed prize/s	<p>Prize claim date: 1pm AEST on 03/10/25.</p> <p>Unclaimed prize determination: 2pm AEST on 03/10/25 at KollwitzOwen PTY LTD, Suite 251/10-20 Gwynne Street, Cremorne VIC 3121.</p> <p>If a prize has been won but has not been accepted or claimed by the prize claim date above or if, after making all reasonable attempts, the Promoter cannot contact a winner (or a winner does not contact the Promoter) by the prize claim date above, that winner will forfeit their prize and the Promoter will carry out an unclaimed prize draw at the date, time and place stated above to randomly distribute the prize/s. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.</p> <p>Any winner/s will be notified by phone and in writing within two (2) business days of determination and will be published on the Website two (2) business days after the unclaimed draw.</p>
Collection and use of your personal information	<p>If you are a winner, you must take part in all publicity, photography and other promotional activity as the Promoter reasonably requires, without any compensation. You consent to the Promoter using your name and image in any promotional or advertising activity.</p> <p>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.nutella.com/au/en/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. 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. Unless otherwise indicated by the Promoter, the Promoter may disclose PI to entities outside of Australia (for a list of the</p>

	countries, see the Promoter's Privacy Policy), and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering the promotion entrants consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that the Promoter is not liable in this regard.
Permit numbers	Authorised under: NSW Authority No. TP/ 00495 ACT Permit No. TP24/02875 SA Permit No. T24/2207

11 These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about prizes and how to enter forms part of these Terms and Conditions. By entering, you accept these Terms and Conditions.

Entry

12 Your entry must be received during the Competition Period and will be deemed to be received only when received by the Promoter. If you return a Qualifying Purchase your entry may be deemed invalid at the Promoter's discretion (unless the product is defective). You will receive a return message confirming your entry. The Promoter is not liable for any problems with communications networks. You are responsible for your own costs associated with entering including costs associated with accessing the promotional website. If you enter using automatically generated entries or multiple phone numbers/email addresses/addresses/aliases, you will be disqualified.

Prizes

13 Prizes and all elements of prizes must be taken as and when offered or will be forfeited. If the prize is forfeited, the Promoter will not be liable. Prizes are subject to any additional terms and conditions imposed by the relevant supplier or the Promoter, including, validity periods.

14 Prize values are in Australian dollars (AUD).

15 The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share the prize.

16 Any ancillary costs associated with redeeming any Gift Card are not included. Any unused balance of a Gift Card will not be awarded as cash. Redemption of any Gift Card is subject to any terms and conditions of the issuer including those specified on the Gift Card.

17 JB Hi-Fi Gift Cards can be used at JB Hi-Fi stores in Australia or online at www.jbhifi.com.au. For online purchases, simply enter the card number and PIN number as displayed on the eGift Card. For in-store purchases either print out this eCard or show the store the eCard from a smart device. JB Hi-Fi Gift Cards do not expire. To check your balance, visit <https://giftcards.jbhifi.com.au>. See full Terms and Conditions at <https://www.jbhifi.com.au/Gift-Cards/Gift-Card-Terms-and-Conditions/>.

General

18 Any failure by you to comply with the conditions imposed by the prize supplier(s) may result in the prize being cancelled or withdrawn without liability for the Promoter or the prize supplier(s).

19 If you or your entry are deemed by the Promoter to breach these Terms and Conditions, your entry (or at the Promoter's discretion, all of your entries) may be discarded.

110 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.

111 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.

112 You must not:

- (f) tamper with the entry process;
- (g) engage in any conduct that may jeopardise the fair and proper conduct of the competition;
- (h) act in a disruptive, annoying, threatening, abusive or harassing manner;
- (i) do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this competition;
- (j) breach any law; or
- (k) behave in a way that is otherwise inappropriate.

113 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, indecipherable or incorrectly submitted. Incomplete or indecipherable entries will be deemed invalid.

114 The Promoter's decision is final and no correspondence will be entered into.

115 Prizes, or any unused portion of a prize, cannot be transferred or exchanged nor redeemed for cash, unless otherwise specified.

116 Without limiting any other term of these Terms and Conditions and subject to the unclaimed prize draw clause, all prizes (and elements of prizes) must be taken as and when specified, or will be forfeited with no replacement. The prize values are correct as at the date of preparing these Terms and Conditions and include any applicable GST. The Promoter is not responsible for any change in prize value. You agree that if a prize (or element of a prize) is unavailable for any reason the Promoter may provide another item of equal or higher value and/or specification, subject to any necessary approval by the relevant gaming authorities

117 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.

118 Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.

119 If this competition cannot run as planned for any reason beyond the Promoter's control, for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, the Promoter may end, change, suspend or cancel the competition or disqualify affected entries/entrants, subject to any necessary approval by the relevant gaming authorities. Where it is practical for it to do so, the Promoter will notify you of such changes.

120 In the event of war, terrorism, state of emergency, government lockdown, pandemic, or any other kind of disaster or unforeseeable event beyond the Promoter's reasonable control, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend, substitute or modify a prize, subject to any written directions from a relevant regulatory authority.

121 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.

122 The Promoter is not responsible for any tax implications arising from you winning a prize. You should seek independent financial advice. For Australian residents, if for GST purposes this competition results in any supply being made for non-monetary consideration, you must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

Liability

123 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) and the prize suppliers 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.

124 Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) and the prize suppliers are 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 / taking of the prize.