ARNOTT'S "SHAPES FOOTY PROMOTION 2025 – NATIONAL AUSTRALIA & NEW ZEALAND

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.

PROMOTER

2. The Promoter is Arnott's Biscuits Limited (ABN 44 008 435 729) of 24 George Street, North Strathfield NSW 2137 (in Australia) and Arnott's New Zealand Limited (Company No. 208653) of Level 1, 61-73 Davis Crescent Newmarket, Auckland, 1023, New Zealand (in New Zealand).

ELIGIBILITY

- 3. Entry is only open to Australian and New Zealand residents aged 18 years or over who:
 - a) can travel to Sydney, NSW for the first prize event on 5 October 2025; and
 - b) can claim their prize by no later than 11:59PM AEST on 30 September 2025.
- 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 1st 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

PROMOTIONAL PERIOD

6. Entries into the promotion open at 12:00:00am AEST/NZST on 14 July 2025 and close at 11:59:59pm AEST/NZST on 26 September 2025 ("**Promotional Period**").

HOW TO ENTER

- 7. To be eligible to enter, individuals must purchase any Arnott's Shapes product ("Eligible Product") from any retailer or supermarket in Australia or New Zealand that stocks Eligible Products during the Promotional Period ("Qualifying Purchase") in a manner permitted for the promotion under clause 8. Any Eligible Shapes Product can be a specially marked Shapes product or a non-specially marked Shapes product.
- 8. Australian residents can make a Qualifying Purchase online, where the supermarket or retailer has an online store. Purchases made online (including any online shopping orders from an online retailer or supermarket) by New Zealand residents will not constitute a Qualifying Purchase, are not permitted in this promotion and will not be accepted as a valid entry for the purposes of this promotion.

- 9. To enter, after making their Qualifying Purchase, entrants must then undertake the following steps during the Promotional Period:
 - (a) visit <u>www.shapeswin.com;</u>
 - (b) select country and residence;
 - (c) follow the prompts to the promotion entry page;
 - (d) input the requested details, including name, email address and telephone number, which product was purchased in the Qualifying Purchase, where the Qualifying Purchase was made, and whether the Qualifying Purchase was made online or in-store;
 - (e) upload a copy of their purchase receipt; and
 - (f) follow the steps to submit the fully completed entry form.
- 10. Once the completed online entry form has been submitted, entrants will receive an onscreen notification 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. Winners acknowledge that they must claim their instant prize by no later than 11:59PM AEST on 30 September 2025.

LIMIT ON ENTRIES

- 11. Multiple entries permitted subject to the following:
 - (a) only one (1) entry permitted per Eligible Product purchased; and
 - (b) each entry must be submitted separately and in accordance with the entry requirements.
- 12. For the avoidance of doubt, if multiple Eligible Products are purchased in a single Qualifying Purchase, the eligible entrant will be awarded one (1) entry per Eligible Product, however a separate entry form must be completed and submitted for each eligible product.

INSTANT PRIZES

- 13. There are two thousand and one (2001) minor instant win prizes available to be won randomly throughout the Promotional Period (each a "**Minor Instant Prize**"). Minor Instant Prizes are as follows:
 - 1300 x \$10 NRL Gift Vouchers;
 - 600 x \$20 NRL Gift Vouchers; and
 - 101 \$50 NRL Gift Vouchers.

Total value of Minor Instant Prizes is \$30,050.

14. There will be five (5) Golden Ticket major instant prizes available to be won randomly throughout the Promotional Period (each a "**Major Instant Prize**"). Each Major Instant Prizes is for two (2) adults (the winner and their nominated companion) and includes VIP Box Passes to six (6) games. The inclusions for each game are as follows:

2025 NRL Grand Final

Prize includes:

 2 x Corporate hospitality tickets to the NRL Grand Final 2025 in Sydney, NSW:

- Return economy airfares for two (2) people (the winner and their nominated companion), from the winner's nearest Australian capital city or New Zealand airport to Sydney, NSW departing on 5 October 2025 and returning 6 October 2025;
- Private return transfers from airport to accommodation;
- 1 x nights' twin-share 4-star accommodation in Sydney with breakfast included;
- o Private return transfers from accommodation to stadium; and

2026 NRL Magic Round

Prize includes:

- 2 x Corporate hospitality tickets to the 2026 NRL Magic Round:
- Return economy airfares for two (2) people (the winner and their nominated companion), from the winner's nearest Australian capital city or New Zealand airport to the city the 2026 Magic Round is held;
- Private return transfers from airport to accommodation;
- \circ $\,$ 3 x nights' twin-share 4-star accommodation with breakfast included;
- Private return transfers from accommodation to stadium (3 days); and

2026 Men's State of Origin – Game 1

Prize includes:

- 2 x Corporate hospitality tickets to the 2026 Men's State of Origin Game 1;
- Return economy airfares for two (2) people (the winner and their nominated companion), from the winner's nearest Australian capital city or New Zealand airport to the city the 2026 Men's State of Origin – Game 1 is held;
- Private return transfers from airport to accommodation;
- o 1 x night 4-star twin-share accommodation with breakfast included;
- \circ $\;$ Private return transfers from accommodation to stadium; and

2026 Men's State of Origin – Game 2

Prize includes:

- 2 x Corporate hospitality tickets to the 2026 Men's State of Origin Game 2;
- Return economy airfares for two (2) people (the winner and their nominated companion), from the winner's nearest Australian capital city or New Zealand airport to the city the 2026 Men's State of Origin – Game 2 is held;
- Private return transfers from airport to accommodation;
- 1 x night 4-star twin-share accommodation with breakfast included;
- Private return transfers from accommodation to stadium; and

2026 Men's State of Origin – Game 3

Prize includes:

- 2 x Corporate hospitality tickets to the 2026 Men's State of Origin Game 3;
- Return economy airfares for two (2) people (the winner and their nominated companion), from the winner's nearest Australian capital

city or New Zealand airport to the city the 2026 Men's State of Origin – Game 3 is held;

- Private return transfers from airport to accommodation;
- 1 x night 4-star twin-share accommodation with breakfast included;
- o Private return transfers from accommodation to stadium; and

2026 Rugby League Las Vegas

Prize includes:

- 2 x Credit One Club Hospitality tickets
- 2x return flight on an official NRL Charter from Sydney, NSW to Las Vegas, USA (Departure Tuesday before the match and return Sunday post match). If the winner is not a NSW resident, the prize will also include return economy flights from the winner's residing Australian State/Territory or from New Zealand to Sydney NSW;
- 5 nights' twin share accommodation at the NRL Official NRL Las Vegas Hotel with breakfast included at the hotel; and

Each Major Instant Prize also includes AUD\$500 spending money for the winner only.

Total value of each Major Instant Prize is up to AUD\$52,368 depending on game dates and point of departure.

Additional spending money, additional meals, insurance, transport to and from departure point, transfers, items of a personal nature, in-room charges and all other ancillary costs are not included. The Major Instant Prizes must be taken to coincide with each of the relevant NRL Games and is subject to booking and flight availability. If the winner's nominated companion for the prize is under 18 years of age, the winner must accompany the companion during the entire duration of the prize. Winners and their companions must depart from and return to the same departure point and travel together. Itinerary to be determined by the Promoter in its absolute discretion. Frequent flyer points will not form part of the prize. Each Major Instant Prize is subject to the standard terms and conditions of individual prize and service providers. Winners may be required to present their credit card at time of accommodation check in.

Travel is valid for inclusions listed above. All bookings and documentation regarding the prize must be made via Free-2-Travel Holidays Pty Ltd or their agents. Redeeming the prize is conditional on acceptance of the terms and conditions of travel as detailed by Free-2-Travel Holidays Pty Ltd and the airline carriers in accordance with normal travel practices. No portion of the prize is redeemable for cash. The prize is non-refundable and non-transferable. Winner is responsible for any amendment fees charged by airlines or suppliers once booking is confirmed and ticketed. Winner is responsible for any additional taxes and/or resort fees associated with the chosen accommodation, unless otherwise stated. It is the winner's responsibility to organise transport to/from the airport departure/return point. Winner and travel companions must have a valid passport (if applicable) and travel insurance for their period of travel.

- 15. If for any reason a winner does not take a prize (or an element of the prize) at the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash.
- 16. Subject to the terms and conditions of the participating prize provider(s), if for any reason a winner does not, once the prize has been booked, take a prize (or an element

of a prize) at the time stipulated, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash.

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

PUBLICATION

 All provisional winners' details (or winners if verified) of the 5 x Major Instant Prizes and the provisional winners' details (or winners if verified) of the Minor Instant Prizes who are ACT and SA residents will be published online at <u>www.shapeswin.com</u> on 1 October 2025. Publication details include first initial, surname and postcode.

UNCLAIMED PRIZE DRAW

- 19. A draw for any Major Instant Prize that remains unclaimed or Minor Instant Prize that is won but remains unclaimed may take place at KollwitzOwen, Suite 251/10-20 Gwynne Street, Cremorne VIC 3121, Australia, at 11:00am AEST on **3 October 2025**, subject to any directions from a regulatory authority. Winners, if any, will be notified in writing by email within seven (7) days of the draw. Any provisional winners (or winners if verified) of a Major Instant Prize or ACT/SA residents of a Minor Instant Prize will have their first initial, surname and postcode published online at <u>www.shapeswin.com</u> on **7 October 2025**.
- 20. If a Major Instant Prize remains unclaimed and, as a result, forms part of the unclaimed prize draw, the unclaimed prize draw winner of this prize will receive the prize detailed above. However, the first element of the prize (being the 2 x Corporate hospitality tickets to the NRL Grand Final 2025 in Sydney, NSW) will be substituted as follows:
 - 2 x Corporate hospitality tickets to the NRL Grand Final 2026 (location and date to be confirmed).

For clarity, an equivalent to all other elements of the NRL Grand Final prize (such as return economy airfares, private return transfers, and one (1) nights' accommodation) will be awarded to the unclaimed prize draw winner for the NRL Grand Final 2026.

GENERAL TERMS

- 21. The Promoter's decision is final and no correspondence will be entered into.
- 22. Total prize pool is valued at \$291,890 depending on game dates and point of departure.
- 23. 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.

- 24. 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.
- 25. Incomplete or indecipherable entries will be deemed invalid.
- 26. 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.
- 27. Subject to the unclaimed prize draw, if for any reason a winner does not take a prize at the time stipulated by the Promoter, the prize will be forfeited and will not be redeemable for cash.
- 28. 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 regulatory authority.
- 29. In the event of war, terrorism, state of emergency, pandemic or any other kind of disaster, 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.
- 30. 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.
- 31. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are an instant winner (including photograph, film and/or recording of the same) in any media for the period of this promotion (up to and including 31 March 2026) without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter. If an Entrant does not consent, this must be expressly communicated by the Entrant to the Promoter's staff at the location of the promotion at the time of the instant win.
- 32. 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 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.
- 33. 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.

LIABILITY

- 34. 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 or any statutory consumer guarantees as provided under consumer protection laws in New Zealand ("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.
- 35. 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 of the prize events being delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a winner or entrant; or (g) use of a prize.

PRIVACY

36. 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 and New Zealand 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. 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, 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

NSW Authority TP/01454. ACT Permit No. TP25/00601. SA Permit No. T25/433