

## “EXTRA® PLAY THE PRE-GAME” 2020 WOOLWORTHS PROMOTION

### 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, Cricket Australia, Woolworths Group Limited and agencies associated with this promotion (including but not limited to Integer Australia, and Prime Focus) 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.
4. Promotion commences at 9:00am AEDT **15/01/2020** and final entries close at 5pm AEDT **28/01/2020** (“**Promotional Period**”). Promotion times are AEST and AEDT (as applicable in VIC).
5. To be eligible to enter, individuals must purchase any pack of EXTRA® chewing gum product (“**Eligible Product**”) from a Woolworths supermarket or Woolworths Metro (excluding Caltex/Woolworths co-branded fuel outlets) anywhere in Australia, including Woolworths online during the Promotional Period (“**Eligible Purchase**”). Entry is subject to the limits outlined in Clause 6.
6. One (1) entry per person per day, subject to the following: (a) only one (1) entry for each Eligible Product purchased; (b) only one (1) entry per Eligible Purchase receipt; and (c) each entry must be submitted separately and in accordance with entry requirements outlined in clause 7. Entrants found to have submitted fraudulent entries including, without limitation, by way of multiple email addresses and/or IP addresses and/or multiple residence addresses of close similarity and/or multiple names of close similarity will be deemed invalid.
7. To enter, individuals must then undertake the following steps during the Promotional Period:
  - using a web browser, visit [wrigleyextra.com.au](http://wrigleyextra.com.au) and follow the prompts to the competition entry page; and then
  - input the requested details including their full name, street address, valid email address and mobile phone number, date of birth, gender, favourite BBL team, enter the last six (6) digits of the product barcode from the Eligible Product purchased and then, when prompted, upload a legible copy of their Woolworths purchase receipt clearly showing the details of their Eligible Purchase. Unrecognised barcode numbers will be deemed invalid;
  - check the boxes confirming that the entrant:

- (a) is an Australian resident aged 18 years or over and that neither themselves or their family members are an employee of the Promoter, Cricket Australia, Woolworths Group Limited, Integer Australia, or Prime Focus;
- (b) agrees to these Terms and Conditions and the Promoter's Privacy Policy. Entrants will also be given the opportunity to check an opt in box to receive further communications from Cricket Australia, however this opt in box is not mandatory for entry into the promotion. Entrants that wish to opt in to receive communications from Cricket Australia will need to agree to the Australian Cricket's Privacy Policy and Collection Statement provided;
- (c) agrees that: they have only entered (or will only enter) a maximum of one (1) entry per day; and to keep their receipt and accept that the photo of their receipt needs to clearly show the retailer logo, date of purchase, and the line items for the purchase of the Eligible Product, and that the photo of the receipt must be stored until 29/02/2020 (5 days after the Major Prize Draw); and
- (d) understands that: this promotion is heavily monitored against fraudulent activity and if the entrant is found to have submitted fraudulent entries using multiple email addresses, IP addresses, residential addresses of close similarity and/or multiple names of close similarity, then all of their entries will automatically be deemed invalid; and then
  - enter the security Captcha; and
  - submit the fully completed online entry form.

8. There are thirty-six (36) minor prizes to be won. Minor prizes are as follows:

- **15/01/2020 to 20/01/2020** - There will be twenty (20) prizes to be won instantly consisting of four (4) general admission tickets to any BBL game (excluding the final) (80 tickets in total to be won) valued at AUD\$200. Prizes to be won daily during the period specified above. Winning times are allocated via a computerised system held at Prime Focus, Level 1, 500 Chapel Street, South Yarra VIC 3141, Australia. The first valid entry, received on or after each Winning Time will win that prize ("**Instant Winner**"). Entrants will be notified instantly online as to whether or not they are an Instant Winner.
- On the **30/01/2020** a minor prize draw will take place from all valid entries received from the **15/01/2020 to 28/01/2020**. The draw will take place at Prime Focus, Level 1, 500 Chapel Street, South Yarra VIC 3141, Australia at 11:00am AEDT on 30/01/2020. Entries will be divided into eight (8) groups depending on the entrant's favourite BBL team selected at the time of entry. The first valid entry drawn in each group will each win one (1) signed replica team t-shirt valued at AUD\$200 and the next valid entry drawn in each group will each win one (1) full size, signed cricket bat valued at AUD\$200 ("**Minor Prize Draw Winners**"). There will be one (1) signed replica jersey and one (1) signed cricket bat for each team competing in the BBL and prizes will be allocated in accordance with entrants' selection of favourite BBL team. For the avoidance of doubt, each prize in the minor prize draw

can only be won by an entrant that selected that team as their favourite. The Administrator may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.

All valid entries received from winners and non-winners of a minor prize will be automatically placed in the major prize draw ("**Major Prize Draw**").

9. Provisional Instant Winners of the four (4) general admission tickets to any BBL game excluding the Grand Final will be published online at [wrigleyextra.com.au](http://wrigleyextra.com.au) on 21/01/2020. Provisional Minor Prize Draw Winners will only be confirmed as validated winners upon verification. If a Provisional Minor Prize Draw Winner does not claim their prize in the required time frame, or their entry is deemed invalid under these Terms and Conditions, the prize will be awarded in the 2<sup>nd</sup> chance draw.
10. A Minor Prize Draw of the signed cricket bat and the signed replica team t-shirts will take place at Prime Focus, Level 1, 500 Chapel Street, South Yarra VIC 3141, Australia at 11:00am AEDT on 30/01/2020. The Administrator may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winner of the Minor Prize winner will be notified in writing within one (1) business day of the draw and the winner will have their name published online at [wrigleyextra.com.au](http://wrigleyextra.com.au) from 03/02/2020.
11. The Major Prize Draw will take place at Prime Focus, Level 1, 500 Chapel Street, South Yarra VIC 3141, Australia at 12:00pm (noon) AEDT on 30/01/2020. The Administrator may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winner of the Major Prize (defined below) will be notified in writing within one (1) business day of the draw and the winner will have their name published online at [wrigleyextra.com.au](http://wrigleyextra.com.au) from 03/02/2020.
12. The first valid entry drawn, in the Major Prize Draw, will win the major prize of six (6) corporate hospitality tickets to the KFC BBL Grand Final|09 on 08/02/2020 valued at up to AUD\$17,700 depending on point of departure ("**Major Prize**"). The exact location is yet to be confirmed, however the Promoter will advise the winner of the location at the time of winner notification. Prize includes:
  - Six (6) x return economy airfares from winner's nearest capital city to the location of the KFC BBL Final|09 (only provided if winner resides outside of State/Territory of the KFC BBL|09 Final). If the winner is from the same State/Territory as the KFC BBL|09 Final, then the prize does not include airfares and the airfare component of the prize is not redeemable for cash;
  - One (1) night 5-star accommodation twin share for six (6) people in the same State/Territory as the KFC BBL|09 Final (exact hotel will be determined by the Promoter);
  - Access for the six (6) ticket holders to the playing field prior to the game to play a game of backyard cricket (if the opportunity to do so is available on the day);

- Six (6) corporate hospitality tickets to the KFC BBL|09 Final, including a hospitality package including upgraded seating, food and beverages; and
- A \$300 pre-loaded eftpos® card for the winner only.

13. *The following conditions apply to the Major Prize:* Additional spending money, 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. Prize must be taken to coincide with the KFC BBL|09 Final event on 8/02/2020 and is subject to booking and flight availability. If for any reason the winner does not take the 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. Any companion under the age of 18 must be accompanied by a nominated parent/guardian for the entire duration of the prize. Winners and their companion/s 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. Prize is subject to the standard terms and conditions of individual prize and service providers. The winner may be required to present their credit card at time of accommodation check in. Cricket Australia reserves the right in its absolute discretion to change or amend the International Cricket/KFC Big Bash League fixture without notice. Neither the Promoter nor Cricket Australia accept responsibility for the cancellation or delay of any cricket match connected with this promotion for any reason beyond the control of the Promoter or Cricket Australia. The access to the playing field element of the prize is not guaranteed and is subject to the goodwill of the venue operators on the day. The Promoter accepts no responsibility and will not offer any alternative in the event that this element of the prize cannot be offered for any reason. By entering this promotion entrants agree to comply, and ensure that each subsequent ticket holder complies, with the ticket conditions which accompany any tickets won in conjunction with the promotion. Entrants also agree to comply, and ensure that each subsequent ticket holder complies with Cricket Australia's Ticket and Entry Conditions supplemented by conditions of entry imposed by the venue operator (available at [www.cricket.com.au/tickets/terms-and-conditions](http://www.cricket.com.au/tickets/terms-and-conditions) ). The Promoter will provide every person attending a match as part of the promotion with a copy of Cricket Australia's Ticket and Entry Conditions with delivery of the prize tickets. Any ancillary costs associated with redeeming the pre-loaded eftpos® card are not included. Any unused balance of the pre-loaded eftpos® card will not be awarded as cash. Redemption of the pre-loaded eftpos® card is subject to any terms and conditions of the issuer including those specified on the pre-loaded eftpos® card.

### **General**

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

16. Incomplete or illegible entries will be deemed invalid.
17. Limit of two (2) prizes are permitted per household (excluding SA residents).
18. Entrants must retain a legible copy of their original Woolworths purchase receipt(s) for all entries as proof of purchase. Failure to produce a legible copy of their original proof of purchase for all entries when requested may, in the 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 specify the Woolworths supermarket of purchase and that the Eligible Purchase was made during the Promotional Period but prior to entry.
19. 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.
20. Subject to the 2<sup>nd</sup> chance draws for any unclaimed prizes, if for any reason a winner does not take a prize, then the prize will be forfeited.
21. 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.
22. Total prize pool value is up to AUD\$24,900. Prizes are not transferable or exchangeable and cannot be taken as cash.
23. A 2<sup>nd</sup> chance draw for any unclaimed Minor Prizes will take place at 11:00am AEDT on 01/05/2020 at Prime Focus, Level 1, 500 Chapel Street, South Yarra VIC 3141, Australia, subject to any directions from a regulatory authority. Winners (if any) will be notified in writing within one (1) business day of the draw and their name will be published online at [wrigleyextra.com.au](http://wrigleyextra.com.au) from 08/05/2020.
24. A 2<sup>nd</sup> chance draw for the Major Prize, if unclaimed, will take place at 11:00am AEDT on 04/02/2020 at Prime Focus, Level 1, 500 Chapel Street, South Yarra VIC 3141, Australia, subject to any directions from a regulatory authority. Winner (if any) will be notified in writing within one (1) business day of the draw and their name will be published online at [wrigleyextra.com.au](http://wrigleyextra.com.au) from 05/02/2020.
25. Entrants consent to the Promoter and Cricket Australia 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 and Cricket Australia.

26. 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 or Cricket Australia, 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.
27. 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.
28. 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 and 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 officers, employees and agents), Cricket Australia (including the State & Territory Cricket Associations and the Big Bash League teams) 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 the promotion.
29. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents), Cricket Australia (including the State & Territory Cricket Associations and the Big Bash League teams) 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 or Cricket Australia'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 or Cricket Australia) due to any reason beyond the reasonable control of the Promoter or Cricket Australia, (including the State & Territory Cricket Associations and the Big Bash League teams); (d) any variation in prize value to that stated in these Terms and Conditions; (e) if the 2019/2020 KFC Big Bash League Final is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter or Cricket Australia (including the State & Territory Cricket Associations and the Big Bash League teams); (f) any tax liability incurred by a winner or entrant; or (g) use of a prize and/or attendance at a prize event.

30. 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 <http://www.mars.com/global/policies/privacy/pp-australia-en.aspx>. 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 may disclose personal information to entities outside of Australia, see the Promoter's Privacy Policy for details. For the removal of doubt, the Promoter will only use PI as set out above and in accordance with its Privacy Policy, the Promoter will not sell PI to 3<sup>rd</sup> parties.
31. If an entrant selects the option to receive information and offers from Cricket Australia at the time of entry, they understand and agree that Australian Cricket also collects their personal information, including on behalf of State or Territory Cricket Associations, including the Big Bash League teams (together, "Australian Cricket") to communicate with them, and for any of the purposes set out in Australian Cricket's Privacy Policy (available at [www.cricket.com.au/privacy](http://www.cricket.com.au/privacy) or by emailing [privacy@cricket.com.au](mailto:privacy@cricket.com.au)), and that the personal information they provide will be disclosed to and used by Australian Cricket under the terms of Australian Cricket's Privacy Policy, which contains information about how entrants may access and seek to correct their personal information or complain about a breach of their privacy, and how Cricket Australia will deal with that complaint. Australian Cricket may disclose entrant's personal information to other parties, including Australian Cricket's third party service providers. From time to time, these third parties may be located (and so entrant's personal information may be disclosed) overseas, including in India, the USA and the UK, and other countries from time to time. Australian Cricket may use and disclose entrant's personal information for direct marketing purposes, unless they opt out (which they can do at any time in accordance with Australian Cricket's Privacy Policy), and for facilitating further offers directly from third parties if an entrant opts in to receive those offers. Entrants can request to access, update or correct any personal information Australian Cricket holds about them by writing to Cricket Australia's Privacy Officer at 60 Jolimont Street, Jolimont, VIC, 3002 or sending an email to [privacy@cricket.com.au](mailto:privacy@cricket.com.au).
32. The Promoter is Mars Australia Pty Ltd t/as Mars Wrigley Confectionery (ABN 48 008 454 313) of Tower 2, Collins Square, 727 Collins Street, Docklands, Melbourne VIC 3008.

NSW Permit No. LTPS/19/38622. ACT Permit No. TP19/04323. SA Permit No. T19/1659.