

Terms & Conditions 100 Days of Summer BWS Rewards Trade Promotions

KEY TERMS

Information on how to enter and prizes form part of these conditions. By participating, entrants agree to be bound by these conditions. Entries must comply with these conditions to be valid.

Details

(1) Eligible Entrants

Entry is open to Registered Cardholders who are 18 years of age or older and a resident of Australia. Employees and their immediate families of the agency conducting the draws (Engage Australia) are ineligible to enter. Employees of the Promoter directly involved in the Promotion and their immediate families are also ineligible to enter.

In order to be eligible to win a Major or Minor Prize, you must be:

- a Registered Cardholder of the Woolworth's Rewards Program with an Australian home address outside Tasmania listed on your Woolworths Rewards account; or
- a Registered Cardholder of the Frequent Shopper Club (**F\$C**) Program with a Tasmanian home address listed on your F\$C account,

on the date on which the winners are drawn.

For the avoidance of doubt, holders of temporary Woolworths Rewards or temporary F\$C cards are not eligible to enter or win prizes, as temporary Woolworths Rewards and temporary F\$C cards are not Registered Cards.

(2) How to Enter

To enter the promotion, each Eligible Entrant must, during the **Promotional Period:**

- a) complete an Eligible BWS Shop or purchase a Participating Product from any Participating Store:
- b) scan their Registered Card in-store at the checkout or input their Registered Card number at the relevant online checkout prior to finalising the transaction; and
- c) ensure their Woolworths Rewards or Frequent Shopper Club (as applicable) account details are up to date with their current, valid email address and phone number.

Each entry complying with clauses 2a), b) and c) above will give the Eligible Entrant:

- one (1) entry into the Prize Draw for every Eligible BWS Shop during the Promotional Period; and
- three (3) entries into the Prize Draw for every Participating Product purchased during the Promotional Period,

subject to a limit of eight (8) entries per day.

"Eligible BWS Shop" means a purchase of more than 1c in a single transaction in store at BWS (for Registered Cardholders of the Woolworths Rewards Program and of the Frequent Shopper Club Program) or at BWS Online (bws.com.au) (for Registered Cardholders of the Woolworths Rewards Program only), excluding any purchases of smoking products, gift cards (including iTunes), mobile recharge, Woolworths Mobile, travel cards, tickets, cash outs, delivery charges, donations and purchases on a charge account.

"Participating Product" means each product listed at



	www.woolworthsrewards.com.au/competitions
	"Participating Store" means any BWS store or BWS Online (bws.com.au).
	"Registered Cardholder" means:
	in relation to the Woolworths Rewards Program - a cardholder of a Rewards Card, where all mandatory cardholder information (including cardholder's name) has been correctly completed in the Woolworths Rewards Program database - cardholder is not a Registered Cardholder until confirmation has been issued by the Woolworths Rewards Program; and
	• in relation to the Woolworths Frequent Shopper Club Program (for residents of Tasmania only) - a cardholder of a Frequent Shopper Club Card, where all mandatory cardholder information (including cardholder's name) has been correctly completed in the Woolworths Frequent Shopper Club Program database - cardholder is not a Registered Cardholder until confirmation has been issued by the Woolworths Frequent Shopper Club Program,
	and "Registered Card" means a Rewards Card or Frequent Shopper Club Card (as applicable) which has been registered as described above.
	"Rewards Card" means a Woolworths Rewards card issued by the Promoter as part of the Woolworths Rewards Program, whether in a plastic or electronic (virtual) form.
	"Frequent Shopper Club Card" means a Woolworths Frequent Shopper Club card issued by the Promoter as part of the Woolworths Frequent Shopper Club Program.
	"Woolworths Frequent Shopper Club Program" means the Woolworths Frequent Shopper Club loyalty program operated by the Woolworths Group (for residents of Tasmania only). Further details of the Woolworths Frequent Shopper Club Program (including terms and conditions of the program) are accessible at frequentshopperclub.com.au .
	"Woolworths Rewards Program" means the Woolworths Rewards loyalty program operated by the Woolworths Group. Further details of the Woolworths Rewards Program (including terms and conditions of the program) are accessible at woolworthsrewards.com.au .
(3) Limits on Entry	Multiple entries are permitted, but a limit of eight (8) entries per day applies.
(4) Promotional Period	The promotion commences at 12:01 AEDT on 30/01/2019 and closes at 23:59 AEDT on 12/02/2019 ("Promotional Period").
(5) Draw Dates	There will be one (1) draw conducted at the end of the Promotional Period where all prize winners will be drawn (" Prize Draw ").
	Entries into the Prize Draw will close at 23:59 AEDT on 12/02/2019 a nd the draw will be conducted on the Draw Date , being 11.00 AEDT on 27/02/2019.
	The Prize Draw will take place at Engage Australia, Level 8, 56 Clarence Street, Sydney NSW 2000.
	The first ten (10) valid entries drawn in the Prize Draw will win a Major Prizes. The next 600 valid entries drawn in the Prize Draw will win one of the Minor Prizes.
	The draw and the announcement of the prize winners will be scrutinised by an independent person (where "independent person" has the meaning given in the Lotteries and Art Unions Regulation 2014 (Cth).



(6) Prize Details

Maior Prizes:

Ten (10) Extend your Summer experiences for two (2) adults to a destination of the Major Prize Winner's choice.

The Major Prize Winner may select one 'Extend The Summer Destination' from among the following:

- Bali
- Byron Bay
- Hawaii
- · Port Douglas
- Vanuatu

Each of the ten (10) Major Prizes includes:

- Return economy airfares from the winner's closest Australian state or territory capital city to Cairns (Port Douglas), to Denpasar (Bali), to Honolulu (Hawaii), to Coolangatta (Byron Bay), or to Port Vila (Vanuatu) for the Major Prize Winner and one guest;
- Return airport transfers between the airport and accommodation in the chosen destination city;
- Five (5) nights accommodation, minimum 4 star rating, twin/double share;
- One "Extend the Summer" experience for two people tailored to the destination (for example):
- Honolulu helicopter experience
- Byron Bay private beach horse ride experience
- Port Douglas Great Barrier Reef experience
- Vanuatu diving experience
- Bali best beaches and private dining experience; and
- \$1,000 spending money (Major Prize Winner only) paid by EFT into a bank account nominated by the Major Prize Winner or by cheque;

Total value of each individual Major Prize is up to \$10,000.

Total prize pool value for the Major Prizes: up to \$100,000. All prize values are correct as at 23/11/2018 and are in Australian Dollars and inclusive of GST, but to the extent permitted by law, no responsibility is accepted by the Promoter for any variation in the value of the Major Prizes after that time.

Minor Prizes:

First 100 valid entries:

20,000 Woolworths Points (for Minor Prize Winners who are Registered Cardholders of the Woolworths Rewards Program) or **10,000 FSC Points** (for Minor Prize Winners who are Registered Cardholders of the Frequent Shopper Club Program)

Next 200 valid entries:

10,000 Woolworths Points (for Minor Prize Winners who are Registered Cardholders of the Woolworths Rewards Program) or **5,000 FSC Points** (for Minor Prize Winners who are Registered Cardholders of the Frequent Shopper Club Program)

Next 300 valid entries:

5,000 Woolworths Points (for Minor Prize Winners who are Registered Cardholders of the Woolworths Rewards Program) or **2,500 FSC Points** (for Minor Prize Winners who are Registered Cardholders of the Frequent Shopper Club Program)

Total prize pool value for the Minor Prizes is: \$55,000.

(7) Prize Limitations -Major Prize

- The Winner must select a guest aged 18 years or over.
- Winner will be required to sign a prize acceptance form including liability and publicity waiver within 4 weeks of being notified as the winner to formally accept the prize.
- Guest will be required to sign a prize acceptance form including liability and publicity waiver before the prize booking can be made.



- Winner must finalise the prize booking within 12 weeks of the Prize Draw and all travel must be completed within 12 months of the Prize Draw. Winner must book at least 60 days prior to intended travel departure.
- Prize is a single event holiday and cannot be separated into different holiday vacations.
- Availability cannot be guaranteed during Christmas, school holidays and special event periods.
- Both passengers must travel together on the same flights and stay at the same accommodation.
- No compensation or alternative travel plans will be arranged should the Prize winner and/ or their guest miss their outbound or return flights or fail to meet any check-in requirements for any reason. These costs will be the responsibility and expense of the Winner and their guest.
- A credit card imprint will be required from the Winner at check-in to the hotel for all incidental charges.
- Once booking is confirmed no changes are allowed, unless otherwise authorised by the Promoter in its absolute discretion and if permitted will incur a fee of \$250 (including GST) for each change plus supplier charges, all of which are payable by the Winner.
- Individual supplier terms and conditions apply.
- Flights are economy class and may be indirect. The airline's Conditions of Carriage
 apply to all flights. The Winner and travelling companions are responsible for transport
 to and from their residence to their nearest Capital City Airport in Australia.
- Travel suppliers/airlines, flight route and dates of travel are subject to the Promoter's absolute and final decision and are to be chosen at the discretion of 33 Degrees Worldwide Pty Ltd (the "Prizing Agency").
- Travel itinerary will be determined by the Promoter in its absolute discretion.
- Comprehensive travel insurance is compulsory and at the expense of the Winner.
- Unless expressly stated in these terms and conditions, all other expenses are the
 responsibility of the Winner and their guest including but not limited to all meals,
 spending money, incidentals, mini-bar, laundry, room service, telephone calls and all
 other ancillary costs.
- The Winner and guest must agree that they will not sell or otherwise provide their story and/or photographs to any media or other organisation other than the Promoter or 33 Degrees Worldwide.

(8) Prize Delivery

Once the Major Prize Winner has confirmed their acceptance of the Major Prize, the team from the Prizing Agency will contact the Major Prize Winner directly to arrange the prize fulfillment by phone, and all subsequent communication will be via email and/or phone.

(9) Notification of Winners

Winners will be notified via email within two (2) business days of Draw Date (i.e. by 23:59 AEDT on 04/03/2019). It is the winners' responsibility to ensure their contact details are up to date in their Woolworths Rewards account. When contacted, winners will be required to supply their Woolworths Rewards card number to confirm that that they are a Registered Cardholder and therefore that their entry was valid.

If there is no response from the Major Prize winner within two (2) business days via email or phone (i.e. by 23:59 AEDT on **06/03/2019**), the Promoter will attempt to contact the Major Prize Winner twice within the following two (2) Business Day period (i.e. on **07/03/2019** and **08/03/2019**).

Major Prizes must be claimed by the date specified below. Otherwise, they will be redrawn at the unclaimed prize draw ("**Second Chance Draw**") on the date specified below.

Draw Date: 27/02/2019 Claim by: 27/05/2019

Redraw date for the Second Chance Draw: 28/05/2019, at the same time and place as the original Prize Draw.

All prize winners will be published online on www.woolworthsrewards.com.au/competitions from the **08/03/2019** for a minimum of 28 days.



(10) Permit Numbers NSW, LTPS/18/30317; ACT, TP 18/02384; SA, T18/2144.

FURTHER DETAILS

- Prizes are not transferable and are not redeemable for cash. The Promoter's decision is final and binding no correspondence will be entered into. In particular, prizes may not, without the prior consent of the Promoter and any applicable third party supplier of the prize ("Supplier"), be resold or offered for resale at a premium (including via online auction sites) or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services. If a prize is sold or used in breach of this condition, the Promoter or the Supplier may, at their absolute discretion, withdraw the prize(s). Where a prize has been withdrawn in accordance with this clause, no refund, substitute or compensation will be offered and if the prize is a ticket, the winner and any person has purchased or otherwise bears that ticket will be refused entry.
- The Promoter accepts no responsibility for late, lost or misdirected entries or other communications. The Promoter assumes no responsibility for any failure to receive an entry or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches, theft or destruction, any cause beyond the Promoter's control, or unauthorised access to or alteration of the promotion. If such problems arise, then the Promoter may (where necessary with the approval of the relevant lottery authority) modify, cancel, terminate or suspend the promotion. Further, the Promoter at its sole discretion may recommence this promotion under the same conditions.
- If any prize becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a prize of equal or greater value, subject to any written directions from the various authorities.
- 4 All reasonable attempts will be made to contact the winners. If a winner does not claim their prize by the Second Chance Draw date, their entry will be deemed invalid and the Promoter may conduct the Second Chance Draw, subject to relevant regulatory authority instructions.
- If an entrant's contact details change at any time between the date which they enter the promotion and the Second Chance Draw date, that entrant must notify the Promoter of their correct contact details immediately.
- The Promoter reserves the right to request verification of age, identity, residential address of winners and any other information from entrants relevant to entry into or participation in this promotion. Verification is at the discretion of the Promoter, whose decision is final. The Promoter reserves the right to disqualify any individual who provides false information, fails to provide information, is in breach of these conditions, provides entries that are offensive or otherwise inappropriate in the sole opinion of the Promoter, conspires with others to gain an unfair advantage or who is otherwise involved in any way in manipulating, interfering or tampering with the conduct of this promotion, or who has engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.



- If consumers are required to purchase a product to enter, then it is a condition of the prize being awarded to the winner that the winner retain a clear copy of their original receipt and provide it to the Promoter as proof of a valid purchase to enter this promotion.
- The Promoter and its associated agencies and companies, including but not limited to 33 Degrees Worldwide Pty Ltd, shall not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), damage or injury or death suffered or sustained (even if caused by negligence) in connection with the promotion or of accepting and/or using a prize or in relation to the promotion, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).

Any prize supplied by a third party supplier is subject to the terms and conditions of that third party supplier. The Promoter is not responsible or liable for any loss, damage or injury suffered by any winner as a result of the conduct of any third party supplier or otherwise as a result of the winner accepting and/or using a prize (even if caused by negligence), except for any liability which cannot be excluded by law. Nothing in these conditions restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the *Competition and Consumer Act 2010* (Cth).

- If in the conduct of this Promotion, the Promoter is liable for a breach of any guarantee, warranty, condition or other term that applies under the *Competition and Consumer Act 2010* (Cth) or is implied by any other commonwealth, state or territory law that cannot by law be excluded, the Promoter's liability under that legislation is limited, to the extent permitted by law, to the cost of replacement of any benefit or prize won.
- Without limiting the previous paragraph, the Promoter and its associated agencies and companies will not be liable for any damage, loss or delay in transit to the prize.
- Before the prize is awarded, the winner and any other person(s) sharing the prize with the winner may be required to sign an agreement to release the Promoter from any liability arising from the use or participation in the prize.
- Entrants consent to the Promoter using their name, image and/or voice in the event that they are a winner in any media for an unlimited period of time without remuneration for the purpose of promoting this promotion (including any outcome) and/or promoting any products manufactured, distributed and/or supplied by the Promoter.
- Entries remain the property of the Promoter. Details from entries, or if an entrant's Woolworths Rewards card was scanned or used as part of a condition of entry, the personal information of such entrant, will be collected and used for the purposes of conducting this promotion (which may include disclosure to third parties, the Promoter's related bodies corporate, agencies and contractors (including call centres, advertising agencies and direct mail houses) for the purpose of processing and conducting the promotion) and for promotional purposes, public statements and advertisements surrounding this promotion. For the purposes of public statements and advertisements, the Promoter will only publish the winner's surname, first initial and state of residence. By entering this promotion entrants consent to the use of their information as



described and agree that the Promoter may use this information, or disclose it to other organisations that may use it, in any media for future promotional purposes without any further reference or payment to the entrant. The Promoter is bound by the Australian Privacy Principles contained in the *Privacy Act 1988* (Cth). A copy of the Promoter's privacy policy can be viewed on www.woolworths.com.au. Entrants may access, change and/or update their personal information by contacting the Promoter on 1300 908 631 during office hours or contact the Promoter in writing at privacy@woolworths.com.au.

- 14 These conditions are governed by the laws of New South Wales.
- 15 The Promoter is Woolworths Limited (ABN 88 000 014 675) of 1 Woolworths Way, Bella Vista NSW 2153.