

## The Every Scan Wins at BWS Promotion - Terms & Conditions of Entry

The Every Scan Wins promotion (the “**Promotion**”) is a promotion conducted under the *Other Benefits* component of the Woolworths Rewards Program, as set out in the Woolworths Rewards Terms and Conditions.

1. Information on how to enter the Promotion and a description of the prizes that may be won in the Promotion form part of these Terms & Conditions of Entry. Participation in the Promotion constitutes acceptance of these Terms & Conditions of Entry. Entries not complying with these Terms & Conditions of Entry are ineligible and the Promoter reserves its absolute right to disqualify any Cardholder from the Promotion if the relevant entries do not comply with these Terms & Conditions of Entry. These Terms & Conditions of Entry will be displayed at <https://bws.com.au/terms-conditions/every-scan-wins> for the duration of the Promotion.
2. Definitions within these Terms & Conditions of Entry:

Eligible Participant	Entry is open to all residents of Australia who are 18 years or older however, employees and their immediate families of Engage Australia Pty Ltd, and their associated agencies and companies are not eligible to enter.
Card	means a Woolworths Rewards card issued by the Promoter as part of the Woolworths Rewards Program, whether in a plastic, electronic (virtual) or other form. All cards Register and temporary card holder are eligible to win prizes under this Promotion.
Cardholder	means a person who is Registered as a Woolworths Rewards cardholder or holds a Temporary (non-registered) Woolworths Rewards card.
Eligible BWS Shop	means a total single transaction made for purchases at BWS Store and BWS Online (bws.com.au), where the member either scans their Card in store or has the Card linked to their BWS online account during their Eligible Shop. Excluding purchase from BWS Tasmania, Woolworth online, smoking/tobacco products and accessories, gift cards (including iTunes), mobile recharge, Woolworths Mobile phone plans, travel cards and tickets, delivery charges, internet cafes, online purchases at <a href="http://www.woolworthsflowers.com.au">www.woolworthsflowers.com.au</a> , Carpet Care products, lottery products, Pre-order kiosks, Auto-order products and purchases using a Caltex StarCard.
Participating Stores	means a BWS store located in, Western Australia, South Australia, the Australian Capital Territory, Victoria, New South Wales, Queensland or the Northern Territory and any purchase made through BWS online (bws.com.au). Excluding Tasmania and Woolworths online.
Promoter	The Promoter and permit holder is Woolworths Ltd (ABN 88 000 014 675), 1 Woolworths Way, Bella Vista, 2153, NSW. The promoter can be contacted via phone at 1300 767 969
Promotion	means <b>The Every Scan Wins at BWS</b> promotion governed by these Terms & Conditions of Entry and conducted as a promotion

under the Other Benefits component of the Woolworths Rewards Program.

Promotional Period	means 00.01 AEST on 30 May 2018 to 23.59pm AEST 12 June 2018.
Registered Cardholder	means that all mandatory cardholder information in respect of the legal name of the Cardholder has been correctly completed in the Woolworths Rewards database.
Temporary Cardholder	means that all mandatory cardholder information in respect of the legal name of the Cardholder has not been correctly completed in the Woolworths Rewards database. The customer is not officially a registered Woolworths Rewards member.
Woolworths Rewards Terms and Conditions	means the terms and conditions governing the Woolworths Rewards Program available at <a href="http://woolworthsrewards.com.au">woolworthsrewards.com.au</a> .

### **Requirements to enter and win prizes**

3. Entry is open to all 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 Pty Ltd, are ineligible to enter. Employees of the Promoter directly involved in the Promotion and their immediate families are also ineligible to enter.
4. In order to be eligible to win a 2X the points, 3X the points, 10X the points, 10,000 Bonus points and 20,000 Bonus points prize, you must be a Register Cardholder on the date on which winners for that Promotional Period are drawn, as contemplated in clauses 6 & 7 below. Temporary Card holders on the date on which winners for that promotional period are drawn are only eligible to win the lowest prize of 2X the points.

### **Prizes**

#### ***How a prize is won***

5. The winners of all the available prizes for a particular Promotional Period will be determined by an automated random pre-draw (as set out in the table at paragraph 14 below) prior to each Promotional Period start date. Each pre-draw will occur two weeks before the Promotional Period start date.

#### ***How a prize must be claimed***

6. Prizes must be claimed in two ways:
  - A. winners of Promotional Period 1 must claim their prize by shopping in store and scanning their Card in a Participating BWS store or shopping online at [bws.com.au](http://bws.com.au) and inputting their Card number in their BWS online account during that Promotional Period. There is no minimum spend requirement for this shop to claim the prize; and
  - B. winners of Promotional Period 2 must claim their prize by shopping in store and scanning their Card in a Participating BWS store or shopping online at [bws.com.au](http://bws.com.au) and inputting their Card number in their BWS online account during that Promotional Period. There is no minimum spend requirement for this shop to claim the prize.
7. When a prize has been claimed as described in clause 6 above, winners will be notified that they have successfully claimed their prize by way of a message printed on their receipt.

#### ***Description of the prizes***

8. By simply scanning the card at any BWS store or by shopping at BWS online, members will be awarded during the Promotional Period with a chance of any of the following prizes:

- 2X Woolworths Rewards points for that Eligible BWS Shop (equals 1 standard Woolworths Reward point and 1 additional Rewards point)
- 3X Woolworths Rewards points for that Eligible BWS Shop (equals 1 standard Woolworths Reward point and 2 additional Rewards points)
- 10X Woolworths Rewards points for that Eligible BWS Shop (equals 1 standard Woolworths Reward point and 9 additional Rewards points)
- 10,000 bonus Woolworths Rewards points, valued at \$50 for a future BWS shop
- 20,000 bonus Woolworths Rewards points, valued at \$100 for a future BWS shop

If you are eligible for multiple bonus points offers, only 1 standard Woolworths point can be earned once for all eligible offers and bonus points are only calculated on the standard Woolworths Rewards points and not the additional Woolworths Rewards points. No double points will be earned on pre-order kiosk purchases.

9. Each prize must be claimed during the Promotional Period. If you do not claim your prize within Promotional Period, the prize will be forfeited.
10. The total promotion prize pool value of the Promotion is **\$296,709.00** AUD.
11. Prizes are not redeemable for cash, exchangeable or transferable. Each prize must be taken as stated and no compensation will be payable if the winner is unable to use the prize as stated.

#### Prize Draws & Promotional Periods

12. The prize draws and Promotional Periods are as per the following table. All prize draws will take place at 2pm AEST/AEDT, on the respective prize draw dates indicated in the table below, at Engage Australia Pty Ltd, Level 8, 56 Clarence Street, Sydney, NSW 2000.
13. Winners of the 1<sup>st</sup> Promotional Period are also eligible to win in the 2nd Promotional Period.

Promotional Period	Promotional Period Dates	Pre Draw Date
1	30/05/2018 to 05/06/2018	16/05/2018
2	06/06/2018 to 12/06/2018	23/05/2018

#### How to Win Prizes

14. For each Promotional Periods 1 and 2, the first **50** valid entries randomly drawn will be the winners of 20,000 Bonus Points. The next **100** valid entries randomly drawn will be winners of 10,000 Bonus Points. The next 2% of valid entries randomly drawn will be winners 10x Bonus Points. The next 8% of valid entries drawn will be winners of 3X Bonus Points. The remaining Registered Cardholders and all Tempcards Holder will be winners of the 2X Bonus Points.

Prize Type	Promotional Period 1	Promotional Period 2	Total
2X Bonus Points	Approximately 90% of all Registered Cardholders can win this prize	Approximately 90% of all Registered Cardholders can win this prize	90% of all Registered Cardholders
3X Bonus Points	Approximately 8% of all Registered	Approximately 8% of all Registered	8%

	Cardholders can win this prize	Cardholders can win this prize	of all Registered Cardholders
10x Bonus Points	Approximately 2% of all Registered Cardholders can win this prize	Approximately 2% of all Registered Cardholders can win this prize	2% of all Registered Cardholders
10,000 Bonus Points	Less than 0% of all Registered Cardholders can win this prize  (100 winners in total)	Less than 0% of all Registered Cardholders can win this prize  (100 winners in total)	Less than 0% of Registered Cardholders  (200 winners in total)
20,000 Bonus Points	Less than 50 Registered Cardholders can win this prize  (50 winners in total)	Less than 50 Registered Cardholders can win this prize  (50 winners in total)	Less than 0% of Registered Cardholders  (100 winners in total)

15. Subject to the approval process required by any relevant gaming or lotteries authority, in the event that, despite the Promoter's reasonable endeavours to ensure that prizes are available to be claimed during each Promotional Period, any prize is unavailable to be claimed during a Promotional Period (for example, due to the point of sale systems being offline in a particular Participating Store at the time that a prize winner would otherwise have been able to claim his or her prize), any such prize will be deemed to be forfeited.
16. The Promoter accepts no responsibility for any tax implications that may arise from the winning of the prizes. Independent financial advice should be sought.
17. The Promoter and its agencies and companies associated with this Promotion will not be liable for any loss (including but not limited to indirect or consequential loss), damage or personal injury which is suffered or sustained (including, without limitation, that caused by any person's negligence) relating to the Promotion or the awarding or taking of the prizes, except for any liability which cannot be excluded by law (in which case liability is limited to the minimum amount allowable by law). Neither the Promoter nor Engage Australia Pty Ltd, nor their respective associated agencies and companies, is responsible for any incorrect or inaccurate information produced by the equipment or programming associated with or utilised in this Promotion, or for any technical error that may occur in the course of the administration of this Promotion or any omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to or alteration of entries and winners.
18. Certain legislation may imply warranties or conditions or impose other obligations including statutory consumer guarantees which cannot be excluded, restricted or modified except to a limited extent. To the extent permitted by law, the Promoter excludes all guarantees, warranties, conditions or other terms that apply under or are implied by statute, common law or trade custom or usage.
19. 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 Australian Consumer Law 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.

20. The Promoter reserves the right to disqualify all entries from any Cardholder who is, or who the Promoter reasonable believes is, in breach of these Terms & Conditions of Entry or the Woolworths Rewards Terms and Conditions, or who manipulates, seeks to manipulate or benefits from manipulating, the entry process or the 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.
21. The Promoter shall not be liable for the failure of the Promotion to run as planned, if the cause of such failure is beyond the reasonable control of the Promoter, including infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures which corrupt or affect the administration, security, fairness or integrity or proper conduct of this Promotion, and the Promoter reserves the right in its sole discretion to cancel, terminate, modify or suspend the Promotion and to cancel any prizes which have been won or claimed, subject to any written direction given by regulatory authorities.
22. Printing errors or similar quality control matters outside the control of individual players will not be used as the sole basis for refusing to award a prize.
23. The Promoter may use any personal information that a Registered Cardholder has provided to it for the purpose of running the Promotion, and also in advertisements, publications, media statements and other promotional material associated with the Promotion. For purposes of public statements and advertisements, the Promoter will only publish the winner's surname, first initial and state of residence. The Promoter may disclose the information for those purposes to its related bodies corporate, agencies and contractors (including call centres, advertising agencies and direct mail houses) which the Promoter engages for that purpose. 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 at [www.woolworths.com.au](http://www.woolworths.com.au). To request access to, or to update, personal information the Promoter holds about them, Cardholders can contact the Promoter in writing at [privacy@woolworths.com.au](mailto:privacy@woolworths.com.au).
24. In the event there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and no correspondence will be entered into.