

"2022 EASTER GUESSING COMPETITION" PROMOTION
(Game of Skill)

TERMS AND CONDITIONS

1. Information on how to enter and 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 and over. Employees (and their immediate families) of the Promoter, Aussie franchisees and brokers 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.
3. The promotion commences at 9:00am AEST on 4/4/22 and closes at 11:59pm AEST on 13/4/22 ("promotional period").
4. To enter, individuals must, during the Promotional Period conduct either of the following actions:
 - i. Guess the number of chocolates when at the Aussie Retail store and write the answer when instore or;
 - ii. Guess the number of chocolates when at an activation and write the answer when instore
5. 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.
6. Incomplete, indecipherable or illegible entries will be deemed invalid.
7. Only one (1) entry permitted per person. There is only one (1) prize to be won. Total pool prize is one jar with chocolate valued at up to \$100
8. 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.
9. Selection of one (1) winner: Participants will be judged or voted by skill. The Promoter will determine the final winner at 9:00am AEST on 14/4/22.
10. The winner will be notified in writing within two (2) business days. The prize is to be picked up from the promoters' address. The winner will be published on the promoters Facebook Page within fourteen (14) days of the winner being notified.
11. The Promoter's decision is final and no correspondence will be entered into.

12. Entry and Facebook Waiver: Entry and continued participation in the promotion is dependent on entrants following and acting in accordance with the Facebook Statement of Rights and Responsibilities, which can be viewed at www.facebook.com/terms.php. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants understand that they are providing their information to the Promoter and not to Facebook. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Facebook. Facebook will not be liable for any loss or damage or personal injury that is suffered or sustained by an entrant, as a result of participating in the promotion (including taking/use of a prize), except for any liability that cannot be excluded by law. Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to comments, recordings and images ("Content"). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:

- a. they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
- b. their Content shall not contain viruses or cause injury or harm to any person or entity;
- c. they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
- d. the Content is the original artistic work of the entrant that does not infringe the rights of any third party;
- e. they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant that they have the full authority to grant these rights; and
- f. they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

13. Any ancillary costs associated with accepting the prize are not included.

14. If **the** 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.

15. Subject to the unclaimed prize draw clause, if for any reason a winner does not take **the** prize by the time stipulated by the Promoter, then the prize will be forfeited.

16. If the prize is unclaimed within 90 days, the Promotor will determine another winning participant on 14/7/22 subject to any directions from a regulatory authority. In the case of the winner, they will be notified in writing within two (2) business days of the unclaimed prize draw. The winner will be published at the Promoters Facebook page within fourteen (14) days of the unclaimed draw date.

17. Entrants consent to the Promoter 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.

18. 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, 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.

19. 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) 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.
20. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective 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 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 a prize.
21. 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.aussie.com.au/Privacy.htm>. 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. The Promoter will not disclose entrant's personal information to any entity outside of Australia.
22. The Promoter is a credit representative of AHL Investments Pty Ltd ABN 27 105 265 861 Australian Credit Licence 246786 of Level 28, 225 George Street, Sydney NSW 2000. Aussie is a trademark of AHL Investments Pty Ltd. © 2022 AHL Investments Pty Ltd Australian Credit Licence 246786.

Short T&Cs

*Conditions apply. Please request full T&C's from the eligible Aussie Broker who was used to enter the competition. Promotion ends at 11:59pm AEST on 13/4/22. Limit of one entry per person. Entry is only open to Australian residents aged 18 years and over. To be eligible, individual must be a new or existing customer. There is only one (1) winner and one (1) prize. Total prize pool is valued at up to \$100. The promoter is a credit representative of AHL Investments Pty Ltd ABN 27 105 265 861 Australian Credit Licence 246786 of Level 28, 225 George Street, Sydney NSW 2000. Aussie is a trade mark of AHL Investments Pty Ltd. © 2022 AHL Investments Pty Ltd ABN 27 105 265 861 Australian Credit Licence 246786.