

## **“CONSUMER GAME OF CHANCE” - CARLO’S IGA IN-STORE PROMOTION**

### **“Win a Gatorade Cooler at Carlo’s IGA”**

#### **TERMS AND CONDITIONS**

1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The Promoter is Walcha Holdings PTY LTD (trading as Carlo’s IGA Walcha) ABN 90 110 241051 of 16 Fitzroy St, Walcha NSW 2354 and Telephone 02 6777 2211.
3. Entry is only open to Australian residents aged 18 years or over. Employees (and their immediate families) of the Promoter, participating off-premises outlets 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 stepchild (whether natural or by adoption), parent, stepparent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother, stepsister or 1<sup>st</sup> cousin.
4. Promotion commences at **12am local time on 02/10/24** and **closes at 11:59pm local time on 29/10/24** (“Promotional Period”).
5. To enter, individuals must undertake the following steps, during the Promotional Period:
  - A. Purchase, in a single transaction any two (2) variants of: Gatorade Sports Drink 600ml, Gatorade No Sugar Sports Drink 600ml, or G-Active Electrolyte Water 600ml.**
  - B. Complete the official entry form (found on the bottom of your register receipt) and place in the entry box provided in-store. Multiple entries can be redeemed in one transaction as customers are entitled to one entry for every qualifying purchase.**
6. 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.
7. Incomplete or illegible entries will be deemed invalid.
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. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per participating product combination; and (b) each entry must be submitted separately and in accordance with entry requirements.
10. The draw for this outlet will take place in this outlet on **30/10/24 at 11am local time**. The winner will be notified by either phone or in writing within two (2) business days of the draw.
11. The Promoter’s decision is final, and no correspondence will be entered into.

12. PRIZES: The first valid entry drawn will win one (1) Gatorade Cooler 48L from the Promoter. The prize cannot be exchanged for store credit, and cannot be redeemed for grocery products, liquor, tobacco, gift cards and Epay. To claim the prize, the winner will need to provide the store with their full name, address, and date of birth – personal details that should match a valid driver’s license or photo identification card which will enable Carlo’s IGA staff to verify the winner’s identification. No other person(s) is eligible to redeem the winning prize other than the valid winner.
13. If for any reason the winner does not claim the prize (or any portion of the prize) **by close of trade 12/11/24**, then the prize (or that portion of the prize) will be forfeited.
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. Total prize value for this outlet is approximately \$200.00.
16. Prize is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
17. Subject to the unclaimed prize draw clause, if for any reason a winner does not take the prize, then the prize will be forfeited.
18. A draw for the prize if unclaimed in this outlet may take place on **13/11/24** at the same time as the original draw (**11am local time**), subject to any directions from a regulatory authority. In the case of a second draw the winner will be notified by phone or in writing within two (2) business days.
19. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are drawn as 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.
20. 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, unauthorized 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.
21. 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.

22. 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 partyinterference; (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 tax liability incurred by a winner or entrant; or (f) use of **the/a** prize.
23. 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 <https://carlosiga.com/PrivacyPolicy>. 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, profiling and direct marketing purposes, including sending emails or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out of receiving direct marketing communications from the Promoter and 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 dealtwith. All entries become the property of the Promoter. The Promoter may only disclose entrants' personal information to any entity outside of Australia in accordance with its Privacy Policy.