



## Woolworths – Sunday Funday Selfie Competition

### TERMS AND CONDITIONS

All sections and information in this document form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions on the part of the participant and their parent/guardian (where applicable).

#### Schedule to Entry Conditions

Subject	Details
<b>Promoter</b>	<p>Name: Woolworths Group Limited</p> <p>ABN: 88 000 014 675</p> <p>Address: 1 Woolworths Way, Bella Vista, NSW, 2153</p> <p>Phone: 02 8885 0000</p>
<b>Eligible Entrants</b>	<p>Entry is open to residents of Australia aged 18 years of age and over.</p> <p>Employees and their immediate families of the Promoter, its related entities and any agencies associated with this competition 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, brother, sister, step-brother or step-sister.</p>
<b>Promotional Period</b>	<p>The promotion starts at 9.00am AEST on 22<sup>nd</sup> July 2019 and closes at 11.59pm AEDT on Sunday 24th August 2019. ("<b>Promotional Period</b>").</p>
<b>How to enter</b>	<p>To enter, eligible entrants must complete the following during the Promotional Period, upload a photo of your family on Instagram using the hashtag '#WoolworthsSundayFunday'. It must be clear that the photo was taken at an AFL Sunday Funday match.</p> <p>Eligible entrants must ensure that their Instagram account is not on private to validly enter the competition. Entries from private Instagram accounts will not be recognised.</p>
<b>Limits on entries</b>	<p>Multiple entries will be accepted, however, each entry must be unique and submitted separately.</p>
<b>Prize details</b>	<p>The Ultimate Grand Final Experience prize includes:</p> <ul style="list-style-type: none"> <li>• A family pass of 5 tickets for the 2019 Toyota AFL Grand Final on 28 September 2019 at the MCG in Melbourne, Victoria. Family pass must include at least 1 child under the age of 18;</li> <li>• Return economy airfares between the winner's closest Australian capital city and Melbourne for the winner and 4 guests. If the winner lives within a 4 hour driving distance of the Melbourne CBD, the flight component of the prize will be forfeited and no additional compensation will be provided;</li> <li>• Accommodation in Melbourne in a 4 star 2 bedroom apartment (or equivalent) from Thursday night 26 September 2019 through to Sunday morning on 29 September 2019;</li> <li>• A surprise money can't buy experience on the Saturday morning of the 2019 Toyota AFL Grand Final; and</li> <li>• A VIP visit to the Woolworths Grand Final Live Site activation.</li> </ul> <p>Maximum prize value = \$21,300.</p> <p>All prize values are correct as at 22nd July 2019 and are in Australian Dollars, but to the extent</p>

Subject	Details
	<p>permitted by law, no responsibility is accepted by the Promoter for any variation in the value of the prize after that time.</p> <p>Each element of the Prize listed above is subject to availability and is further subject to any limitations listed under these terms and conditions.</p> <p>All travel is subject to availability at all times and maybe dependent on select seat class with airlines or specific room category availability with accommodation partner. All winners and guests must travel together on the same flights, stay at the same property and depart from and return to the same departure point.</p> <p>A credit card imprint may be required from the winner at check-in to the accommodation for all incidental charges.</p> <p>Frequent flyer points will not form part of the prize.</p> <p>The Promoter recommends that winner and guests have valid travel insurance for their period of travel, however any travel insurance will be at the winner's (and guests) own expense and is not included.</p> <p>AFL Authorised GF Promotion code: GFAFL19/90</p>
<b>Judging</b>	<p>Judging will take place at 3pm on Friday 30<sup>th</sup> August 2019. All entries will be judged individually on their merits based on originality, creativity and the excitement of being at a Woolworths Sunday Funday match. All photos must be taken at a Woolworths Sunday Funday to be valid. The best valid entry, as determined by the judges, will win the prize. Entries will be judged by a panel of judges from Woolworths.</p>
<b>Notification of winner</b>	<p>Winner will be notified by direct mail via Instagram (being the Instagram handle used to enter the competition) on Monday 2<sup>nd</sup> September 2019.</p> <p>The winner's name will be published on <a href="https://www.afl.com.au/">https://www.afl.com.au/</a> on Monday 2<sup>nd</sup> September 2019.</p>
<b>Unclaimed prize</b>	<p>All reasonable attempts will be made to contact the winner. If the winner does not claim their prize within 48 hours of being notified, their entry will be deemed invalid and the Promoter may award their prize to the next best entry determined by the judges.</p>

## ADDITIONAL TERMS

- If consumers are required to upload a photograph to enter, entrants must adhere to the following conditions:
  - by submitting a photograph, entrants agree to the photograph being made available for public viewing;
  - any person depicted in a photograph uploaded must be decently dressed and presented;
  - all photographs are subject to the approval of the Promoter. The Promoter reserves the right to vet all entries at any time and reserves the right to request the removal of any entries from any Platform or such websites at any time in its absolute discretion. However, the Promoter is not responsible for any photographs uploaded to any Platform (as defined in clause 18) or website and visitors to the site view it at their own risk;



- d) entrants must own the copyright in the photograph uploaded or be entitled and have permission to use the photograph in the manner contemplated by these terms, including use of the photograph for promotional purposes in accordance with clause 16;
  - e) the entrant has the permission of each other person featured in the photograph, or, if any other person is under the age of 18, the permission of their parent or legal guardian, to enter the photograph in accordance with these terms and conditions, including consent to each condition in this clause 1; and
  - f) entrants must notify each other person featured in the photograph, or, if any other person is under the age of 18, that person's parent or legal guardian, of the Promoter's privacy policy (available at <https://www.woolworths.com.au/Shop/Discover/about-us/privacy-policy>) and each person or parent or legal guardian (as the case may be) has agreed to that privacy policy.
2. Entries must be received by the Promoter during the Entry Period. Entries received after the close of the Entry Period will not be accepted.
  3. This competition is a game of skill. Chance plays no part in determining the winner. The judges' decision is final and binding – no correspondence will be entered into.
  4. All ancillary costs including but not limited to insurance, taxes (excluding GST), meals, drinks, transport, transfers to and from Australian airport, spending money, in-room charges and any and all other expenses incurred as a consequence of receiving the prize are the sole responsibility of the winner.
  5. Prizes are not transferable and are not redeemable for cash. In particular, prizes may not, without the prior consent of the Promoter and any applicable Third Party Supplier (see clause 11), 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.
  6. The Promoter accepts no responsibility for late, incomplete, 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 competition. If such problems arise, then the Promoter may modify, cancel, terminate or suspend the competition. Further, the Promoter at its sole discretion may recommence this competition under the same conditions.
  7. If any prize (or any part of the prize) becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a prize (or part of the prize) of equal or greater value.
  8. If an entrant's contact details (including their Instagram handle) change at any time between the date on which they enter the competition and the end of the entry period, that entrant must notify the Promoter of their correct contact details immediately.
  9. 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 competition. 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 competition, or who has engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the competition. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.



10. 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 competition.
11. The Promoter shall not be liable for any loss, damage or injury suffered or sustained (even if caused by negligence) as a result of accepting and/or using a prize or in relation to the competition, except for any liability which cannot be excluded by law. Any prize supplied by a third party supplier (that is, individual or organisation which is separate to the Promoter ( "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).
12. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.
13. If in the conduct of this competition, 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.
14. 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.
15. 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.
16. 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 competition (including any outcome) and/or promoting any products manufactured, distributed and/or supplied by the Promoter.
17. Entrants confirm and promise that their entry is original and does not infringe the intellectual property rights of any third party. If the entry or any part of the entry is provided to the entrant by a third party, the entrants warrant that they have obtained the relevant copyright and other intellectual property rights permission to submit the entry for the purposes of this competition. Further, entrants agree that the Promoter has an unrestricted, irrevocable, transferable, divisible right and licence to use and modify their entry (including but not limited to amending, editing, selecting, cropping, retouching, adding to or deleting from any part of the submitted entry) for the purposes of the Promoter's business including for promotional purposes without the payment of any further fee or compensation. If requested by the Promoter, the entrant agrees to sign any further documentation required by the Promoter to give effect to this arrangement. To the extent permitted by law, entrants unconditionally and irrevocably consent to any act or omission that would otherwise infringe any moral rights in their entry. Entrants agree to indemnify the Promoter, its associated agencies against all losses, damages, claims and costs by third parties arising out of, connected to or resulting from a breach of the warranty set out in this condition.
18. "Platform" means Instagram. Entrants acknowledge that use of the Platform is subject to the terms and conditions of that Platform. The Promoter is not responsible or liable for any loss, damage or injury suffered by any entrant as a result of the conduct of any of the Platforms, including the decision of any Platform to remove or not remove any photographs, except for liability which cannot be excluded by law.

In particular, the thoughts and views expressed on each of the Platforms, are only the thoughts and views of the individual that posted them. They are not representative of the opinions of the Promoter, nor does the



Promoter confirm, guarantee or warrant the accuracy, completeness or usefulness of any post. This competition is in no way sponsored, endorsed or administered by or associated with any Platform. It is a condition of entry that each entrant grants a complete release to Facebook and Instagram from any claims that they now have or may have in the future which relate to or are incidental to this competition.

19. 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 competition (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 competition) and for promotional purposes, public statements and advertisements surrounding this competition. 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 competition 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 <https://www.woolworths.com.au/Shop/Discover/about-us/privacy-policy>. Entrants may access, change and/or update their personal information by contacting the Promoter in writing at [yougrowgirl@tlaworldwide.com](mailto:yougrowgirl@tlaworldwide.com).
20. These conditions are governed by the laws of New South Wales.
21. The Promoter is Woolworths Group Limited ABN 88 000 014 675 of 1 Woolworths Way, Bella Vista NSW 2153.