

Woolworths Carols in the Domain 2024

Terms & Conditions

Game of Skill

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.

While all of our terms and conditions are important (and we recommend you read them all), we would like to draw your particular attention to the following terms and conditions:

- 1. Personal Information:** Entries remain the property of the Promoter. The Promoter may collect and use personal information (including details from entries and the personal information of a registered Everyday Rewards cardholder who has scanned or used their card as a condition of entry) for the purpose of processing and conducting this promotion and for promotional purposes, public statements and advertisements surrounding this promotion. The Promoter may disclose personal information to third parties, including but not limited to the Promoter's related bodies corporate, agencies and contractors (including call centres, advertising agencies, direct mail houses, prize suppliers and service providers) for this purpose. 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 acknowledge that the Promoter may use their information, or disclose their information 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.woolworthsgroup.com.au/privacy-policy. The Promoter's privacy policy contains information about how the entrant may access and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with.
- 2. Limitation on our Liability:** The Promoter shall not be liable for any loss, damage or injury suffered or sustained 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 or any loss that arises as a result of the Promoter's own negligence or wilful misconduct.

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 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.

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 (to the extent permitted by law).

Details	
Eligible Entrants	Entry is open to persons aged 18 years of age or over who attend Woolworths Carols in the Domain at The Domain, Sydney, NSW on Saturday 21/12/24.
How to Enter	<ul style="list-style-type: none"> To enter, each entrant must, during the Entry Period, post a photograph on their personal instagram account which shows how they are celebrating a classic Christmas at <i>Woolworths Carols in the Domain (Instagram Post)</i>; Tag #WoolworthsCarols and #WoolworthsChristmas in the Instagram Post Ensure that the Instagram Post is 'public' when it is posted.
Limits on Entry	Not applicable.
Entry Period	The competition commences at 10:00 AEDT on 21/12/24 and closes at 11:00 AEDT on 23/12/24 (" Entry Period ").
Judging Dates	<p>Judging will take place at 12pm AEDT on 23/12/24 at Because Connected Experiences Sydney, 100 Harris Street, Pyrmont NSW 2009.</p> <p>All entries will be judged individually on their merits.</p> <p>The ten most creative responses will each win a \$100 Woolworths Supermarkets eGift Card (Prize).</p> <p>Entries will be judged by a panel of three judges from Because Experiential Marketing.</p>
Prize Details	<p>Each Prize consists of 1 x \$100 Woolworths Supermarkets eGift Card. There are 10 Prizes in total, with the total RRP value of prizes being \$1000. All prize values are correct as at 3 December 2024 and are in Australian Dollars.</p> <p>The eGift Cards are redeemable in store and online at Woolworths Supermarket stores only and are subject to the terms and conditions set out at the following URL: https://giftcards.woolworths.com.au/woolworths-supermarket/p/wowsm0001 Any ancillary costs associated with redeeming the Woolworths Supermarket eGift Cards are not included in the Prize(s).</p> <p>To the extent permitted by law, no responsibility is accepted by the Promoter for any variation in the value of the prize after that time.</p>
Prize Limitations	N/A
Notification of Winners	Winners will be notified by a direct message to the Instagram account on which the winning Instagram Post was posted.
Prize Delivery	<p>The Prize will be sent to the winners by direct message to the Instagram account on which the winning Instagram Post was posted.</p> <p>Prizes will be delivered to the winner(s) within 28 days of the close of the Entry Period.</p>

FURTHER DETAILS

- 1 If consumers are required to upload a photograph to enter, entrants must adhere to the following conditions:
 - (a) by submitting a photograph, entrants agree to the photograph being made available for public viewing;
 - (b) any person depicted in a photograph uploaded must be decently dressed and presented;
 - (c) 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 reasonably 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 13) 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 18;
 - (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.woolworthsgroup.com.au/privacy-policy>) and each person or parent or legal guardian (as the case may be) has agreed to that privacy policy.
- 2 If the winner of a prize is under 18 years of age, and provided such individuals are eligible to enter this competition, the prize will be awarded to the winner's parent or legal guardian.
- 3 Entries must be received by the Promoter during the Entry Period. Entries received after the close of the Entry Period will not be accepted.
- 4 This competition is a game of skill. Chance plays no part in determining the winner(s). The judges' decision is final and binding – no correspondence will be entered into.
- 5 Except as expressly provided otherwise in the Key Terms, all ancillary costs including but not limited to insurance, taxes (excluding GST), meals, drinks, transport, transfers, spending money, fuel, oil and services costs, safety gear to comply with state and territory regulations, in-room charges and any and all other expenses incurred as a consequence of receiving the prize are the sole responsibility of the winner.
- 6 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 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, acting reasonably, 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.
- 7 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 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.
- 8 If any prize becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a prize of equal or greater value.

- 9 All reasonable attempts will be made to contact the winners. If a winner does not claim their prize within 14 days 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.
- 10 If an entrant's contact details change at any time after the date at which they enter the competition, that entrant must notify the Promoter of their correct contact details immediately.
- 11 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. Upon receiving and reviewing the information to assess verification, the Promoter's 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.
- 12 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
- 13 Entrants consent to the Promoter using their name, image and/or voice in the event that they are a winner in any media for a reasonable 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.
- 14 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.
- 15 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.
- 16 If entry is via Facebook, Twitter or Instagram, "**Platform**" means Facebook, Twitter or Instagram as applicable. 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.
- 17 These conditions are governed by the laws of New South Wales.
- 18 The Promoter is Woolworths Group Limited (ABN 88 000 014 675) of 1 Woolworths Way, Bella Vista NSW 2153.