"LIFE SAVERS AND MINIONS" PROMOTION

TERMS AND CONDITIONS

- 1. Information on how to enter and the 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 or over.
- 3. Employees (and their immediate families) of the Promoter, Participating Retailers (defined below) 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.
- 4. Entries into the promotion open on 22/04/2024 and close at 11:59pm AEST on 30/06/2024 ("**Promotional Period**").
- 5. To be eligible to enter this promotion, entrants must, during the Promotional Period, purchase any two (2) Life Savers products in a single transaction from any Participating Retailer (defined below) ("Qualifying Transaction"). In the event that a purchase receipt is not provided to an entrant for their Qualifying Transaction, it is the entrant's responsibility to ensure that such material is provided.
- 6. A participating retailer is any retail store in Australia that sells Life Savers confectionary products (sold to them by RiteBite Group) during the Promotional Period (each a "**Participating Retailer**"). A full list of Life Savers confectionery products can be found at <u>www.lifesavers.com.au</u>.
- 7. To enter, upon making their Qualifying Transaction, entrants must then complete the following steps during the Promotional Period:
 - Scan the QR code available in Participating Retailers OR visit <u>www.lifesaversminions.com.au</u>
 - Follow the prompts to the promotion entry page;
 - Input the requested details including first name, last name, email address, phone number and residential address;
 - Upload a copy of their purchase receipt; and then
 - Submit the fully completed entry form.
- 8. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per Qualifying Transaction (regardless of the number of Lifer Savers products purchased in that transaction in excess of two (2)); and (b) each entry must be submitted separately and in accordance with entry requirements.
- 9. Entrants must retain a copy of their purchase receipt(s) for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an individual's entries and forfeiture of any right to a prize. Purchase receipt(s) must clearly specify the store of purchase and that the purchase was made during the Promotional Period but prior to entry.
- 10. 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.

- 11. Incomplete or indecipherable entries will be deemed invalid.
- 12. 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.
- 13. The draw will take place at Anisimoff Legal, G13, 3 Amy Close, Wyong NSW 2259, on 04/07/2024 at 12:00pm (noon) AEST. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. Winners will be notified by email within two (2) business days of the draw and their names will be published at <u>www.lifesaversminions.com.au</u> on 09/07/2024.
- 14. The Promoter's decision is final and no correspondence will be entered into.
- 15. The first valid entry drawn will win the major prize of a Family Holiday to Universal Studios in Singapore, valued at up to AUD\$14,680 depending on date and point of departure. Prize is for four (4) people and includes:
 - Return Economy airfares for four (4) people from the winner's nearest Australian capital city airport to Singapore (valued up to AUD\$8,800);
 - Return Singapore airport to hotel transfers for 4 (valued up to AUD\$500);
 - Four (4) nights accommodation in a minimum 4 star hotel family shared room (valued up to AUD\$2,800)
 - Universal Studios Singapore passes for four (4) people (valued up to AUD\$580); and
 - AUD\$2000 spending money (winner only). Spending money will be awarded to the winner via electronic funds transfer into the winner's nominated Australian bank account. Winner is responsible for providing full and accurate bank details. The Promoter will not be responsible for incorrect details being provided, a banking institution rejecting an EFT payment, or any costs associated with locating any lost monies.
- 16. Additional spending money, meals, taxes (excluding airline and airport taxes), insurance, passports, visas, vaccinations, transport to and from departure point. additional transfers, items of a personal nature, in-room charges and all other ancillary costs are not included. The major prize must be taken by 04/01/2025 and is subject to booking and flight availability. The major prize cannot be taken during Australian school holidays, public holidays or during Singapore Public or National holiday periods. Travel dates/details must be confirmed within 45 days of winner notification. At least one (1) traveller must be aged 18 years or over. During the entire duration of the major prize, a nominated parent/guardian must accompany any person under 18 years of age. The winner of the major prize and their companion/s are responsible for ensuring that they have valid passports, and any requisite visas, vaccinations and travel documentation. The winner of the major prize and their companion/s must depart from and return to the same departure point and travel together. Frequent flyer points will not form part of the major prize. The major prize is subject to the standard terms and conditions of individual prize and service providers. The winner of the major prize may be required to present their credit card at time of accommodation check in.

- 17. As a condition of accepting the major prize, the major prize winner (and their companion/s) must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form. In the event a winner's companion is under the age of 18, a nominated parent/legal guardian of such person will be required to sign the legal documentation required under this clause on their behalf.
- 18. The next twenty five (25) valid entries drawn will each win a Universal Prize Pack including a Family Movie pass to Despicable Me 4 movie for four (4) people valued at \$80 and a Minions merchandise pack valued at \$100. Total prize is valued at \$180.
- 19. The next fifty (50) valid entries drawn will each win a Family Movie Pass for four (4) people to Despicable Me 4 movie valued at \$80.
- 20. All Family Movie Passes will be awarded in the form of e-tickets and will be emailed to winners nominated email addresses. The following conditions apply to the Family Movie passes:
 - Valid even with "No Free Tickets" restriction. Not valid on cinema discount days, Saturdays after 5pm or Public Holidays.
 - Not valid with any other offer.
 - Not valid at Village Cinemas for Gold Class, 4DX or special events.
 - Not valid for Special Events and screenings, Gold Class, V-Max, 4DX, Boutique, Event Junior or Premium seating concepts at EVENT Cinemas, Greater Union, BCC and GU Film House Special Events.
 - Not valid at Moonlight Cinemas or Skyline Drive Ins. Not valid at HOYTS Xtremescreen, HOYTS DBOX, HOYTS LUX, Hoyts Special Events.
 - Not valid at Reading Cinemas Gold Lounge, Premium, Titan XC, Titan Luxe or Special Events.
 - This offer is unavailable during unexpected system outage periods.
 - Not for re-sale.
 - Tickets must be taken as offered and are not exchangeable, transferable, or redeemable for cash.
 - Seating subject to availability.
 - Not valid for 3D/Real D sessions.
 - Redeemable at Event Cinemas, Hoyts Cinemas, Palace Cinemas and Palace Nova, Reading Cinemas, IMAX Darling Harbour, Cinema Nova Melbourne, Village Roadshow, Moving Story, Ace Cinemas and Blue Room Cinebar only.
- 21. Any ancillary costs associated with redeeming a Family Movie Pass is not included. Any unused balance of a Family Movie Pass will not be awarded as cash. Redemption of a Family Movie Pass is subject to any terms and conditions of the issuer including those specified on/with the Family Movie Pass.
- 22. In the event of war, terrorism, state of emergency, pandemic or any other kind of disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend, substitute or modify a prize, subject to any written directions from a relevant regulatory authority.
- 23. Subject to the unclaimed prize draw clause, if for any reason a winner does not take/redeem a prize (or an element of the prize) at/by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.

- 24. If any prize (or part of **any** prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
- 25. Total prize pool value is at \$23,180.
- 26. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
- 27. A draw for any unclaimed prizes may take place on 22/07/2024 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winner(s), if any, will be notified by email within two (2) business days of the re-draw and their name(s) will be published at www.lifesaversminions.com.au on 26/07/2024.
- 28. 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.
- 29. 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 individual; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
- 30. Any cost associated with accessing the promotional website is the individual's responsibility and is dependent on the Internet service provider used.
- 31. 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.
- 32. 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 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) use/taking of a prize.
- 33. 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 <u>https://dlea.com.au/privacy-policy/</u>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter (and its selected partners), 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 individual. The Privacy Policy also contains information about how individuals may opt out, access, update or correct their PI, how individuals 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 individual's PI to any entity outside of Australia.

34. The Promoter is Darrell Lea Confectionery Co. Pty. Ltd (ABN 27 159 928 382) of 3 Brooks Road, Ingleburn, NSW, 2565, telephone (02) 9933 3300 ("**Promoter**").

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