

“SAVE YOUR SUMMER WITH LIFE SAVERS” 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 29/01/2024 and close at 11:59PM AEDT on 19/03/2024 (“**Promotional Period**”).
5. To be eligible to enter this promotion, entrants must, during the Promotional Period, purchase at least two (2) of any eligible 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 eligible Life Savers confectionery products can be found at www.lifesavers.com.au.
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 www.lifesaverssummer.com.au;
 - 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 Life 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 25/03/2024 at 12:00pm AEDT. 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 www.lifesaverssummer.com.au on 28/03/2024.
14. The Promoter's decision is final and no correspondence will be entered into.
15. The first valid entry drawn will win a WebJet gift voucher valued at \$5,000.
16. The next one thousand (1,000) valid entries drawn will each win a Life Savers branded bucket hat (valued at \$15 each).
17. Any ancillary costs associated with redeeming the WebJet gift voucher is not included. Any unused balance of the gift voucher will not be awarded as cash. Redemption of the gift voucher is subject to any terms and conditions of the issuer including those specified on the gift voucher itself.
18. 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.
19. Subject to the unclaimed prize draw clause, if for any reason a winner does not take/redeem a prize at/by the time stipulated by the Promoter, then the prize will be forfeited.
20. If any 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.
21. Total prize pool value is at \$20,000.
22. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
23. A draw for any unclaimed prizes may take place on 26/04/2024 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.lifesaverssummer.com.au on 03/05/2024.

24. 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.
25. 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.
26. Any cost associated with accessing the promotional website is the individual's responsibility and is dependent on the Internet service provider used.
27. 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.
28. 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.
29. 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://dlea.com.au/privacy-policy/>. 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.

30. 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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