

## Metcash - Kraft Heinz BBQ Better Promotion

### Terms and Conditions

<b>Promoter</b>	H.J Heinz Company Australia Limited (ABN 87 004 200 319), Level 27, 2 Southbank Boulevard, Vic 3006.
<b>Competition Period</b>	12.01am (AEDT) on 06/01/2021 to 11.59pm (AEDT) on 26/01/2021.
<b>Who can enter?</b>	Only Australian residents.  If you are under 18, you must get approval from your parent/guardian before you enter and if you will be under 18 on the date the prize is awarded, it will be awarded to your parent or guardian. By approving your participation or by accepting any prize on your behalf, your parent or guardian accepts these conditions.
<b>Who can't enter?</b>	Directors, officers, management and employees (and their immediate families) of:  (a) the Promoter; and  (b) the agencies, companies or participating premises associated with this competition.
<b>Where will the competition run?</b>	The competition will run in participating Foodland Supermarkets, IGA, Supa IGA, IGA X-Press, Drakes, Foodworks, Supa Valu, Campbell's, Romeo's or Friendly Grocers (excluding online) which are stocking Qualifying Purchase products ( <b>Stores</b> ) in Australia.
<b>Website</b>	<a href="http://www.heinzbbqbetter.com.au">www.heinzbbqbetter.com.au</a>
<b>Qualifying Purchase</b>	Any 2 Heinz or Bullseye condiments in one transaction.
<b>Entry instructions</b>	To enter, you must, during the Competition Period:  (a) make a Qualifying Purchase from a Store and collect your itemised purchase receipt; and  (b) visit the Website, locate the entry page and fill out and submit the online entry form, including by uploading an image of the Qualifying Purchase receipt, and providing all other requested information to see if you have provisionally won a prize.  Your purchase receipt must clearly identify where the Qualifying Purchase was made, the product/s purchased (which must be/comprise a Qualifying Purchase) and the date of purchase (which must be during the Competition Period before you submitted your entry).  The Promoter is not responsible if your mobile device/desktop is not sufficiently capable for the purpose of submitting an entry, including having the requisite photograph capability.
<b>How are instant win prize/s awarded?</b>	There are up to 490 instant win prizes to be awarded based on pre-determined times during the Competition Period selected by a computerised random system at Blackhawk Network Pty Ltd, 534 Church Street, Cremorne 3121 VIC ( <b>Blackhawk</b> ).
<b>What can I win?</b>	There are up to 490 instant win prizes available.  Each prize is a \$100 Mobile Pay Digital Prepaid Mastercard.  Instant win prizes will be sent to each winner's nominated Australian residential address or mobile number as specified in their online entry form within 28 days of verification.
<b>Total prize pool</b>	The total prize pool is up to \$49,000.
<b>How many times can I enter?</b>	You can enter multiple times, provided you only enter once per Qualifying Purchase and per receipt. Each entry must be submitted separately in accordance with these Terms and Conditions.
<b>How and when will the winner/s be informed?</b>	Winners will get a return online message acknowledging their entry and informing them if they have provisionally won a prize and if so, details on how to verify their entry and claim their prize.
<b>Proof of purchase</b>	You must keep the following as proof of purchase for all entries:  <ul style="list-style-type: none"> <li>• original itemised purchase receipt/s.</li> </ul>

	<p>If you don't produce the above proof of purchase for all entries when asked the Promoter may disqualify all of your entries and you will lose any right to a prize.</p> <p>Proof of purchase must be identical to that provided by you with your entry. If, in the Promoter's opinion, you have shared any proof of purchase with another person, your entries will be invalid and you will lose any right to a prize.</p>
<b>Unclaimed and un-won prize/s</b>	<p><b>Prize claim date:</b> 5pm (AEST) on 17/05/2021.</p> <p><b>Unclaimed and un-won prize determination:</b> 5pm (AEST) on 18/05/2021 at Blackhawk.</p> <p>If a prize is un-won during the Competition Period or has not been accepted or claimed by the prize claim date above or if, after making all reasonable attempts, the Promoter can't contact a winner (or a winner does not contact the Promoter) by the prize claim date above, the relevant entries will be discarded and the Promoter will carry out an unclaimed and un-won prize draw at the date, time and place stated above to randomly distribute the prizes amongst valid entrants. Any winners will be informed in writing by email within two days of determination.</p> <p>If any prize remains un-won at the end of this promotion, or if a prize winner cannot be found, that information will be published on the Website on 16/06/2021.</p>
<b>Collection and use of your personal information</b>	<p>If you are a winner, you must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. You consent to the Promoter using your name and image in any promotional or advertising activity.</p> <p>The Promoter may collect your personal information directly or through the Promoter's agents or contractors, including Blackhawk Network (Australia) Pty. Ltd. (ABN 84 123 251 703), Privacy Policy: <a href="https://blackhawknetwork.com.au/privacy-policy/">https://blackhawknetwork.com.au/privacy-policy/</a>). The Promoter will use your personal information to conduct and manage the competition. The Promoter may disclose your personal information to the Promoter's related companies, agents and contractors to assist in conducting this competition, communicating with you or storing data or to hold and use for fraud prevention purposes. This may include disclosures to organisations outside Australia including in places such as New Zealand..</p> <p>By entering, you consent to the Promoter keeping your personal information on its database to use for future marketing purposes, including contacting you by electronic messaging. By entering, you consent to receive email or SMS messages from the Promoter without any functional unsubscribe facility.</p> <p>The Promoter's Privacy Policy (see <a href="http://www.heinz.com.au/about-us/privacy-policy">http://www.heinz.com.au/about-us/privacy-policy</a>) includes information about:</p> <p>(a) how to seek access to the personal information the Promoter holds about you and seek correction of the information; and</p> <p>(b) how to complain about a privacy breach and how the Promoter will deal with such a complaint.</p>
<b>Permit numbers</b>	<p>Authorised under:</p> <p>ACT Permit No. TP20/01671</p> <p>SA Licence No. T20/1480</p> <p>NSW Authority No. T00550</p>

- 1 These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about prizes and how to enter forms part of these Terms and Conditions. By entering, you accept these Terms and Conditions.

#### Entry

- 2 Your entry must be received during the Competition Period and will be deemed to be received only when received by the Promoter. If you return a Qualifying Purchase your entry may be deemed invalid at the Promoter's discretion (unless the product is defective). You will receive a return message confirming your entry. The Promoter is not liable for any problems with communications networks. You are responsible for your own costs associated with entering. If you enter using automatically generated entries or multiple phone numbers/email addresses/addresses/aliases, you may be disqualified.

#### Prizes

- 3 Prize/s and all elements of prize/s must be taken as and when offered or will be forfeited, and if forfeited, the Promoter will not be liable. Prize/s are subject to any additional terms and conditions imposed by the relevant supplier or the Promoter, including validity periods.

- 4 Redemption of the Mobile Pay Digital Prepaid Mastercard is subject to the terms and conditions of Edge Loyalty including activating the Mobile Pay Digital Prepaid Mastercard before the specified expiry date which will be sent to the claimant when their Mobile Pay Digital Prepaid Mastercard activation code is sent by SMS to the mobile phone number they provided when entering the promotion.
- 5 The Mobile Pay Digital Prepaid Mastercard needs to be activated by following the link to access Mobile Pay via the App store that is sent in the SMS with their Mobile Pay Digital Prepaid Mastercard activation code. By clicking on this link in the SMS, the Entrant will automatically download and open the Mobile Pay App, populating and validating the Entrant's mobile number and activation code. The Entrant is then required to enter their claim id, and if they are:
- (a) a first time user of the Mobile Pay App, create a password (minimum of 6 characters) and enter their date of birth; or
  - (b) a registered user of Mobile Pay App already, enter their existing password.
  - (c) The Entrant may then add the card to the wallet on their phone.
  - (d) Entrants can create a PIN for the Mobile Pay Digital Prepaid Mastercard via the Mobile Pay App as using the Mobile Pay Digital Prepaid Mastercard for purchases over \$100 may require entry of a PIN. Instructions on how to set up a PIN are found in the "Do I need to set a PIN on my card?" FAQ located at <https://edgemobilepay.com/support>.
  - (e) Entrants who do not have a supported smart phone will be notified via a web page when they click on the link that was sent to them by SMS to activate their Mobile Pay Digital Prepaid Mastercard. The web page will direct them to Edge's customer service to facilitate provision of an alternate reward of a physical prepaid eftpos® gift card upon request. Terms and conditions governing the use of the physical prepaid eftpos® gift card are available at <http://www.activatethecard.com.au/termsandconditions>.
  - (f) Mobile Pay Digital Prepaid Mastercard activation codes expire at 11:59pm AEST on the stated expiry date of the activation code. The expiry date provides 3 months in which the Mobile Pay Digital Prepaid Mastercard activation code must be activated.
  - (g) The Mobile Pay Digital Prepaid Mastercard is valid until the expiry date shown on the front of the card in the Mobile Pay App (not less than 12 months from date of production) and cannot be used after expiry. At expiry, the remaining available balance will be forfeited.
  - (h) The Mobile Pay Pre-paid Digital Mastercard is issued by EML Payment Solutions Limited (ABN 30 131 436 532) AFSL 404131 pursuant to license by Mastercard International Incorporated. See <https://edgemobilepay.com/terms-and-conditions> for terms and conditions, card expiry and to check card balance. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.
- 6 The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share the prize.

#### **General**

- 7 Any failure by you to comply with the conditions imposed by the prize supplier(s) may result in the prize being cancelled or withdrawn without liability for the Promoter or the prize supplier(s).
- 8 If you or your entry are deemed by the Promoter to breach these Terms and Conditions, your entry (or at the Promoter's discretion, all of your entries) may be discarded. The Promoter may, at any time, require you to produce documentation to establish to the Promoter's satisfaction the validity of your entries (including documentation establishing your identity, age, place of residence and place of employment). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.
- 9 You must not:
- (a) tamper with the entry process;
  - (b) engage in any conduct that may jeopardise the fair and proper conduct of the competition;
  - (c) act in a disruptive, annoying, threatening, abusive or harassing manner;
  - (d) do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this competition;
  - (e) breach any law; or
  - (f) behave in a way that is otherwise inappropriate.
- 10 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.

- 11 If any dispute arises between you and the Promoter concerning the conduct of this promotion or claiming a prize, the Promoter will take reasonable steps to consider your point of view, taking into account any facts or evidence you put forward, and to respond to it fairly within a reasonable time. In all other respects, the Promoter's decision in connection with all aspects of this competition is final.
- 12 Prizes cannot be transferred or exchanged nor (except where cash is specified) redeemed for cash. Without limiting any other term of these Terms and Conditions, all prizes (and elements of prizes) must be taken as and when specified, or will be forfeited with no replacement. The prize values are correct as at the date of preparing these Terms and Conditions and include any applicable GST. The Promoter is not responsible for any change in prize value. You agree that if a prize (or element of a prize) is unavailable for any reason the Promoter may provide another item of equal or higher value, subject to any necessary approval by the state/territory gaming authorities.
- 13 Printing and other quality control errors outside the Promoter's control will not invalidate an otherwise valid prize claim. Every instant win prize claim in excess of the advertised prize pool will be honoured, unless the claim is rejected due to fraud or ineligibility under these Terms and Conditions.
- 14 If this competition cannot run as planned for any reason beyond the Promoter's control, for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, the Promoter may end, change, suspend or cancel the competition or disqualify affected entries/entrants, subject to any necessary approval by the state/territory gaming authorities.
- 15 The Promoter is not responsible for any tax implications arising from you winning a prize. You should seek independent financial advice. If for GST purposes this competition results in any supply being made for non-monetary consideration, you must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

#### **Liability**

- 16 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 17 Subject to the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury (including allergies, skin conditions or other reactions, as relevant), illness or death suffered in connection with this competition or any prize, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).
- 18 Without limiting the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable for any loss of, damage to or delay in delivery of prize/s, or for any damage that occurs to displayed prize/s (where relevant). Unless otherwise specified, prize/s will only be delivered to addresses in Australia.
- 19 This competition is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram and Twitter. You provide your information to the Promoter and not to any social media platform. You completely release any relevant social media platforms from any and all liability.