

## Terms and Conditions for Colgate's 'Consumer Promotion' Competition

1. The promoter of this promotion is Foodland Supermarkets ABN 85 528 062 001 of 191 Flinders Street Adelaide SA 5000 ("**Promoter**").
2. Information on how to enter the promotion and prize forms part of these Conditions of Entry. Entry into the promotion is deemed acceptance of these Conditions of Entry.
3. Entry is open to all residents South Australia aged 18 years and over who satisfy the entry requirements as stated in terms 4 and 5. The officers, management, and employees (or immediate family of an officer, manager, or employee) of the Promoter, the agencies associated with this Competition, and their related bodies corporate are not eligible to enter.
4. To enter, participants must purchase at least 2 Colgate branded products from their local Foodland store during the promotional period.
5. Participants must enter by visiting [www.foodlandsa.com.au](http://www.foodlandsa.com.au) and follow the links to enter your details as prompted. Entrants must keep an original copy of their receipt as proof of purchase.
6. The Promotion starts at 12:01 AM ACST 16<sup>th</sup> August 2023 and closes at 11:59 PM ACST on 12<sup>th</sup> September 2023. You must enter by 5.00pm 13<sup>th</sup> September 2023.
7. Major Prize Winner will be drawn at Foodland Supermarkets, 191 Flinders Street, Adelaide SA 5000, at 2pm on 18<sup>th</sup> September 2023.
8. Major Prize Winner will be notified by phone and email and will be published on the Foodland website.
9. There are 10 prizes:
  - a. Each prize is an Oral Care Pack valued at \$249.98
  - b. Total prize pool is \$2,499.80
10. Any prizes unclaimed will be entered into an unclaimed prize draw conducted at Foodland Head Office on Friday 22<sup>nd</sup> September 2023.
11. In the event of an unclaimed prize draw, the winners of this draw will be notified by phone and email and announced on the Foodland website.
12. Winners must also make themselves available for marketing purposes (for example photo opportunities for a social media post).
13. No responsibility will be accepted for late, lost, or misdirected entries and entry is deemed to be received at the time it is received in the Promoter's database and not the time of transmission by the entrant.
14. Any form of automated electronic entry that does not meet the entry requirements as per clause 4 will be deemed invalid and not counted as a valid entry.
15. One entry per eligible purchase (see term 4). Multiple entries are accepted however each entry must be made in relation to a separate purchase as per term 4.
16. All Web participants must retain the purchase receipt for the participating products as proof of purchase for all entries. Failure to produce any purchase receipt when requested may in the absolute discretion of the Promoter, result in invalidation of ALL of a participant's entries and forfeits any right to a prize. The Promoter reserves the right to verify the validity of entries.

17. This is not a manual draw. Drawn entries will be checked for validity against competition rules of entry as they are drawn. Any entries deemed not valid (as per term 4) will be discarded and the draw will continue until all prizes are allocated.
18. The Promoter's decision as to the winner is final and no correspondence will be entered into.
19. All entries remain the property of the Promoter. The Promoter collects entrants' personal information in order to conduct the promotion in line with the promoter's privacy policy. If the information requested is not provided, the entrant may not participate in the promotion. By entering the promotion, unless otherwise advised via an opt out notice to the Promoter's Privacy Officer from the entrant withdrawing consent to use personal information for direct marketing purposes, each entrant also agrees that the Promoter may use this information to contact you for future promotional, marketing and publicity purposes. Entrants' personal information may be disclosed to State and Territory lottery departments and the winner's name published as required under the relevant lottery legislation. A request to access, update or correct any information, as well as to opt out of receipt of direct marketing material, should be directed to the Promoter at their address set out above.
20. The Promoter and its officers, employees and agents will not be liable for any damage or loss (including but not limited to, indirect or consequential loss) arising from personal injury or death or loss of, or damage to property which is suffered or sustained in connection with the promotion or any prize, except to the extent that liability cannot be excluded by law.
21. The Promoter will not be responsible for any incorrect, inaccurate, or incomplete information communicated in the course of or in connection with this promotion if the deficiency is occasioned by any cause outside the reasonable control of the Promoter, including without limitation technical malfunctions or failures.
22. The Promoter is not responsible for any technical malfunction of any telephone network or lines, computer on-line systems, servers or providers, computer equipment, software, technical problems or traffic congestion on the Internet or at any web site, or any combination thereof, or any other technical failures, including any injury or damage to participants' or any other person's computer related to or resulting from participation in or downloading any materials in this promotion.
23. If for any reason this promotion is not capable of running as planned in any respect due to any cause beyond the reasonable control of the Promoter, the Promoter reserves the right in its sole discretion to cancel, postpone or amend the promotion subject to the written directions of any competent authority.
24. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.