

## Kimberly-Clark Consumer Promotion - Chance to Win up to \$18K in prizes

### Terms and Conditions

1. Information on how to enter and Prizes (defined below) forms part of these Conditions of Entry. Entry into the “Chance to win up to \$18K in prizes” Promotion (**Promotion**) is deemed to be an acceptance of these Conditions of Entry.
2. Promotion commences at 12:00am ACST on 1<sup>st</sup> November 2023 and closes on 5<sup>th</sup> December 2023 at 11.59 pm ACST (**Promotion Period**).
3. The promoter is Kimberly-Clark Australia Pty Limited (ABN 65 000 032 333), Level 4 100 Arthur St, North Sydney, NSW 2060, Australia, Tel (02) 9963 8888 (**Promoter**).
4. Entry is only open to SA (South Australia) residents aged 18 years or over.
5. Employees (and their immediate families) of the Promoter 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.
6. To enter the Promotion, Entrants must complete the following steps during the Promotion Period:
  - a. Spend a minimum \$20.00 on any Kimberly Clark product, in a single transaction from a Participating Foodland Store (**Qualifying Purchase**). A Participating Foodland Store is any Foodland store in South Australia that displays material advertising this promotion;. Entrants must retain their Qualifying Purchase receipt. In the event that a purchase receipt is not provided to them, it is the individual’s responsibility to request one.
  - b. After making a Qualifying Purchase and collecting their Qualifying Purchase receipt, visit [www.foodlandsa.com.au/competitions-2/kimberly-clark-consumer-promotion](http://www.foodlandsa.com.au/competitions-2/kimberly-clark-consumer-promotion) (**Promotion Website**) and follow the prompts on the Promotion entry page, to input the requested details and submit the fully completed entry form (**Entry**).
7. One entry per person (regardless of the number of entries submitted).
8. Entries are deemed to be received at the time of receipt by the Promoter. Records of the Promoter are final and conclusive as to time of receipt.
9. Incomplete or indecipherable Entries (including purchase receipts that in the opinion of the Promoter are not legible or valid) will be deemed invalid.
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 Conditions of Entry, 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. There will be a random electronic draw conducted at 3pm AEDT on Friday, 8<sup>th</sup> December 2023. All Draws will be conducted at Level 2, 11 York Street, Sydney NSW 2000. The first 21 valid entries drawn randomly will win a Prize.
12. The Promoter may draw additional reserve Entries in a draw and record them in order, in case a winning Entry/entrant is deemed invalid or a Prize is unclaimed (**Reserve Entrants**).
13. Winners will be notified by email and phone within two business days of the relevant draw and the name of all winners will be published on [www.foodlandsa.com.au/competitions-2/kimberly-clark-consumer-promotion](http://www.foodlandsa.com.au/competitions-2/kimberly-clark-consumer-promotion) on Wednesday 13<sup>th</sup> December 2023.
14. If any dispute arises between an entrant and the Promoter concerning the conduct of this competition or claiming a Prize, the Promoter will take reasonable steps to consider the entrant's position, and to respond within a reasonable time. The Promoter's decision is final and no correspondence will be entered into.
15. The Prizes are as follows:
  - a. the first valid Entry drawn will win AUD\$10,000, which will be rewarded in the form of a Visa eGift Card; and
  - b. the following 20 Entries drawn will win AUD\$400, which will be rewarded in the form of a Foodland eGift Card.
16. There are a total of 21 winners. The total Prize pool value is up to \$18,000(AUD).
17. By using the Foodland eGift Card you agree to the full Store eGift Card Terms and Conditions. This eGift Card is redeemable in store and online at Foodland stores only. Participating stores may change from time to time. For full Store eGift Card Terms and Conditions visit [Gift Card - Foodland SA](#) this card will expire 36 months from the date of issue. Following expiry any unused amount will not be refunded. Foodland will not replace lost, stolen or deleted Store eGift Cards. For the balance and transactions history on this Store eGift Card visit [Balance Check \(givex.com\)](#). This Store eGift Card is issued by Foodland Promotions Unit Trust (ABN 85 528 062 001).
18. The Prizes (including any unused portion of a Prize) cannot be transferred, exchanged, replaced or redeemed for cash. The Prizes must be taken as offered and cannot be varied by a winner. The Promoter retains the right to substitute a Prize (or a part of a Prize) with a prize or prizes of equal or greater value (including where a Prize is unavailable), subject to approval of the gaming authorities in each State and Territory where relevant.
19. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a Prize (or an element of a Prize, including by specifying their preferred size and range of nappy / nappy pant) by the time stipulated by the Promoter, then the Prize (or that element of the Prize) will be forfeited.
20. If a Prize has not been accepted or claimed by 2pm (ACST) on 8<sup>th</sup> January 2024 or if, after making all reasonable attempts, the Promoter can't contact a winner (or a winner does not contact the Promoter) by 2pm (ACST) on 8<sup>th</sup> January 2024, the relevant entry/ies will be discarded and the Promoter will re-award the relevant prize/s to Reserve Entrant/s and/or carry out a draw for any unclaimed prizes on 10<sup>th</sup> January 2024 at the same time and place as the original draws, subject to any directions from a regulatory authority. Winners, if any, will be notified by email within two business days of the draw and have their name published on [www.huggies.com.au/promotions](http://www.huggies.com.au/promotions) on 17<sup>th</sup> January 2024.

21. The Promoter and its associated agencies or companies accept no responsibility for any lost or misdirected Entries.
22. Any cost associated with accessing the Promotion Website is the entrant's responsibility and is dependent on the Internet service provider used.
23. Any Entry that is lodged by automatic, repetitive, robotic, programmed or similar entry methods or agents, including the use of a competition entry service (as determined in the absolute discretion of the Promoter) will be void.
24. If for any reason this Promotion is interfered with in any way or is not capable of running as planned 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 discretion, to the fullest extent permitted by law to: (a) modify suspend, terminate or cancel the Promotion as appropriate, subject to approval of the gaming authorities in each State and Territory where relevant; (b) disqualify any entrant.
25. The Promoter has no control over Internet or mobile telephone communications, network lines, bugs, viruses and server problems and accepts no responsibility for any problems associated with them, for any reason.
26. Nothing in these Conditions of Entry 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.
27. 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 Conditions of Entry; (e) any tax liability incurred by a winner or entrant; or (f) taking and/or use of a Prize.
28. 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 [www.huggies.com.au/privacy](http://www.huggies.com.au/privacy). In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter 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 entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants 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. Unless otherwise indicated by the Promoter, the Promoter may disclose personal information to entities outside of Australia (for a list of the countries, see the Promoter's Privacy Policy).

29. Authorised under: SA Permit No. T23/1310

Abbreviated T&C's:

To enter, spend a minimum of \$20 on any Kimberly Clark product, in a single transaction from a Participating Foodland Store and visit [www.foodlandsa.com.au/competitions-2/kimberly-clark-consumer-promotion](http://www.foodlandsa.com.au/competitions-2/kimberly-clark-consumer-promotion) Entry open to 18+ AU residents only. Starts 01/11/2023. Ends 11:59pm AEST 05/12/2023. Retain receipt(s). One entry per person (regardless of the number of entries submitted). The draw will take place on the 08/12/23. First valid entry will win a \$10,000 Visa e-Gift Card and following 20 winners will win \$400 Foodland e-Gift Card. Total of 21 winners. Total Prize Pool valued up to \$18,000. Winner notified by email or by phone and published on [www.foodlandsa.com.au/competitions-2/kimberly-clark-consumer-promotion](http://www.foodlandsa.com.au/competitions-2/kimberly-clark-consumer-promotion) on 20/12/23. Promotion may not be available in all Foodland stores. See visit [www.foodlandsa.com.au/competitions-2/kimberly-clark-consumer-promotion](http://www.foodlandsa.com.au/competitions-2/kimberly-clark-consumer-promotion) for full T&Cs. The Promoter is Kimberly-Clark Australia Pty Ltd (ABN 65 000032 333) of 100 Arthur Street, North Sydney Australia, telephone 1800 028 334. ®/™Trademarks of Kimberly-Clark Worldwide, Inc or its affiliates © KCWW Authorised under: SA Permit No. T23/1310.