

“CASH IN YOUR SNACKS” PROMOTION

TERMS AND CONDITIONS

Participation

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 selected independent supermarket retailers operating in Australia that have been invited by the Promoter to enter.
3. Promotion commences 28/05/18 and ends 11:59pm AEDST on 09/10/18 (“Promotional Period”).
4. During the Promotional Period, the promotion will be comprised of two (2) components:
 - (a) Expo Draw
 - (b) Major Prize Draw

Expo Draw

5. To be eligible to enter the Expo Draw component, authorised representatives of eligible independent retailers or MSO banner groups (“Representatives”) must place an order in accordance with clause 6 below prior to 11:00am AEST at the Metcash Supermarkets and Convenience Expo & IGA National Conference (“Expo”), held at Gold Coast Convention & Exhibition Centre on 10/07/18. Alternatively, Representatives of MSO banner groups (comprised of 10 stores or more) can pre-register via their Promoter State Area Manager from 28/05/18.
6. From 28/05/18, or during the Expo, Representatives must place a minimum ten (10) case order of promoted products from the following ranges Kettle 150 – 175g, CC’s 175 g and Nice and Natural 165g – 192g to gain an entry into the promotion. To be considered an eligible order, delivery timing must be inside the promotional close off period of 09/10/18.
7. For orders of between 10 –19 cases, Representatives will receive one (1) entry into the Expo Draw, for orders of between 20–29 cases, Representatives will receive two (2) entries into the Expo Draw. For orders of thirty (30) cases or more, Representatives will receive two (2) entries for every ten (10) cases ordered into the Expo Draw.
8. Registrations and orders must be placed and logged by 11.00am AEST on 10/07/18 to be eligible for the Expo Draw. Any registrations or orders received after this time will only be eligible for the Major Prize Draw.

9. If a Representative has ordered any cases from Promoter representatives between 28/05/18 and 10/07/18 (including Representatives of MSO banner groups), they will have their requisite number of entries placed in the draw by an SBA representative at the Expo.
10. The Expo Draw will take place at 1.00pm AEST on 10/07/18 at the Gold Coast Convention & Exhibition Centre at the Expo. The Representative of the winning store or MSO banner group will be notified by a SBA representative and confirmed in writing, and the name of the winning store or store group will be published in [Purveyance](https://www.purveyance.com.au) and on the SBA website www.snackbrands.com.au on 12/07/18.
11. The first valid entry drawn in the Expo Draw will win AUD\$10,000, awarded to the winning store or MSO banner group.
12. Total prize pool value of the Expo Draw component is AUD\$10,000.

Major Prize Draw

13. To be eligible to enter the Major Prize Draw component, Representatives must place an order in accordance with clauses 14 and 15 below prior to 11:59pm AEDST on 09/10/18.
14. From 28/05/18 Representatives must place a minimum ten (10) case order of promoted products from the following ranges Kettle 150 – 175g, CC's 175 g and Nice and Natural 165g – 192g to gain an entry into the promotion. To be considered an eligible order, delivery timing must be inside the promotional close off period of 09/10/18.
15. For orders of between 10–19 cases, Representatives will receive one (1) entry into the Major Prize Draw, for orders of between 20–29 cases, Representatives will receive two (2) entries into the Major Prize Draw. For orders of thirty (30) cases or more, Representatives will receive two (2) entries for every ten (10) cases ordered into the Major Prize Draw.
16. Representatives must log their store carton orders via Purveyance in order to obtain entries, whilst MSO banner groups will have their package orders registered via the Promoters State Area Managers. Final orders must be placed by 11:59pm AEDST on 09/10/18 to be eligible for the Major Prize Draw.
17. To remain eligible for the Major Prize Draw, stores and store groups must also comply with the following requirements during the Promotional Period (to be verified by the Promoter):
 - (a) Ensure Kettle 150g – 175g, CC's 175g and Nice and Natural 165g – 192g Range are ranged;
 - (b) Ensure Kettle 150g – 175g, CC's 175g and Nice and Natural 165g – 192g have a prominent location in the store layout; and

- (c) Agree to an off-location display featuring Kettle 150g – 175g, CC's 175g and Nice and Natural 165g – 192g Range during the Promotional Period.

- 18. The Major Prize Draw will take place at April 5, 2/42 Balgowlah Road, Balgowlah NSW 2094, on 15/10/18 at 12 noon AEDST. Winning stores and store groups will be notified in writing via email within two (2) business days of the draw and their names will be published in [Purveyance](#) and on the SBA website www.snackbrands.com.au on 17/10/18.
- 19. Entries will be divided into two (2) groups, either "Independent stores" or "MSO Banner store groups". The first four (4) valid and compliant (as verified by the Promoter) entries in each group will each win the opportunity to participate in the "Chance to Win \$1 Million" game ("Game"), as detailed further in clauses 20 - 28 below.

Chance to Win \$1 Million Game

- 20. To participate in the Game, Representatives of the winning stores and store groups must attend Luna Park, Sydney NSW on 23/11/18 at the time advised by the Promoter or have nominated a SBA representative to be their proxy in accordance with clause 22. Each Representative and one (1) nominated travel companion, will be provided with a return economy airfare from their nearest Australian capital city to Sydney, NSW, and two (2) night's accommodation in Sydney, with return transfers, in order to attend the Game, if required (i.e. if the Representative resides outside of Sydney, NSW). The total value of each travel component is up to AUD\$2,250.
- 21. Spending money, meals, taxes (excluding airline and airport taxes), insurance, transport to and from departure point, transfers, items of a personal nature (including but not limited to in-room charges) and all other ancillary costs are not included. Frequent flyer points will not form part of the travel component. All components are subject to the terms and conditions of individual providers, including without limitation, supply of a credit card for incidentals at time of accommodation check-in.
- 22. In the event a Representative is unable to participate in the Game for any reason, and the winning store or store group is unable to provide another Representative to play the Game, a representative of the Promoter will play the Game on the store or store group's behalf, as determined by the Promoter in its absolute discretion.
- 23. There will be one (1) Game conducted across all eight (8) winners, consisting of two (2) phases.
- 24. During the first phase, all Representatives will receive a randomly assigned symbol. The Promoter will then reveal a winning symbol. Representatives must check their symbol, and the Representative that has the matching winning symbol will be selected to participate in the second phase. Each

remaining phase 1 winner will be awarded with a consolation prize of a pre-paid VISA gift card to the value of AUD\$250.

25. For the second phase, the selected Representative will be displayed twenty (20) hidden symbols. There will be two (2) winning symbols and eighteen (18) non-winning symbols. The Representative will be directed to select two (2) symbols. The Promoter will then reveal the winning symbols for the Game.
26. In the event the Representative has selected the two (2) winning symbols, then subject to verification, they will win AUD\$1,000,000. In the event the Representative has selected one (1) of the two (2) winning symbols, then subject to verification, they will win AUD\$20,000. In the event the Representative has selected none (0) of the winning symbols, then they will win AUD\$5,000.
27. The Representative's odds of winning the AUD\$1,000,000 prize are 1 in 190. The Representative's odds of winning the AUD\$20,000 prize are 1 in 10.
28. Representatives must follow the instructions of the Promoter and Luna Park staff throughout the entirety of the Game.
29. Total value of all prizes to be awarded in the Games is up to a maximum of AUD\$1,019,750.

General

30. Total maximum prize pool to be won is up to AUD\$1,029,750. For the avoidance of doubt, all prizes will be awarded to the owner of the relevant winning Independent store or MSO banner group, on behalf of that store or group.
31. The Promoter reserves the right, at any time, to verify the validity of entries and stores/store groups and reserves the right, in its sole discretion, to disqualify any store or store group that 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.
32. The Promoter's decision in relation to any and all aspects of this promotion is final and no correspondence will be entered into.
33. 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.

34. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
35. A draw for any unclaimed prizes in any component may take place at 12 noon AEDST on 25/02/19 at April5, 2/42 Balgowlah Road, Balgowlah NSW 2094, subject to any directions from a regulatory authority. Winning stores or MSO banner groups, if any, will be notified by in writing via email within two (2) business days of the draw and their names will be published in [Purveyance](#) and on www.snackbrands.com.au on 27/02/19. All prizes from all components will be awarded in descending order of value. In the event a prize from the Game is to be awarded, the prize awarded will be the prize as won/selected by the original Representative or the representative of the Promoter (if their involvement was required as per clause 22).
36. 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 entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
37. 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.
38. 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) any tax liability incurred by a store or store group; or (f) any prize.
39. The Promoter collects personal information ("PI") of Representatives 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://snackbrands.com.au/PrivacyPolicy>. 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 Representative. The Privacy Policy also contains information about how Representatives may opt out, access, update or correct their PI, how Representatives 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 PI to any entity outside of Australia.

40. The Promoter is Snack Brands Australia (ABN 38 424 554 643) of Level 3, Building E, 24-32 Lexington Drive, Bella Vista NSW 2153, telephone 02 8887 0888. Snack Brands Australia is in partnership between Snack Brands Industries Pty Ltd (ACN 054 054 662) and Snack Brands Foods Pty Ltd (ACN 079 719 716).

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