

## UP&GO™ 12 PACK POCKET MONEY PROMOTION

### TERMS AND CONDITIONS

1. Information on how to enter and the prizes 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 13 years or over who otherwise qualify as an eligible entrant for the prize draw under these Terms and Conditions.
3. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion (or collecting or accepting any prize the subject of this promotion).
4. Directors, officers, management and employees (and their immediate families) of the Promoter and agencies, companies and participating retailers 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 first cousin.
5. The promotion commences at 9.00am AEST on 8 June 2020 and entries close at 8.00pm AEST on 30 August 2020 (**Promotional Period**).

### **Entry instructions**

6. To enter, individuals must:
  - a) prior to or during the Promotional Period (depending on and subject to availability), purchase a specially marked 12 x 250ml UP&GO™ fridge pack (**Participating Multipack**) from any retail store that sells a Participating Multipack and collect the itemised purchase receipt;
  - b) locate the three unique codes inside the packaging of the Participating Multipack (each, a **Unique Code**); and
  - c) during the Promotional Period, visit [upandgopocketmoney.com](http://upandgopocketmoney.com) (**Website**), follow the prompts to the promotion entry page and fully complete and submit the online entry form up to three times per Participating Multipack (including providing one Unique Code per entry form, their name, date of birth and email address);

and upon submitting their online entry(ies) will immediately find out if they are an instant winner. For the avoidance of doubt, Participating Multipacks may be available for purchase prior to the Promotional Period, but a person cannot enter the Promotion prior to the start of the Promotional Period (9.00am AEST on 8 June 2020). This means any person that purchases a Participating

Multipack prior to commencement of the Promotional Period, should retain their pack and Unique Codes and visit the Website to enter as set out above, after 9am AEST on 8 June 2020 (and prior to expiry of the Promotional Period).

7. As noted above, due to changes in consumer purchasing behaviour associated with the Covid-19 pandemic, the Participating Multipacks may be available in retail stores for purchase prior to the Promotional Period and are otherwise subject to availability. For the avoidance of doubt, the Promoter does not warrant that Participating Multipacks will be available in all retail stores that usually sell 12 x 250ml UP&GO™ fridge packs and/or at all times during the Promotional Period.
8. Each Participating Multipack will have three (3) Unique Codes located on the inside of the Participating Multipack.
9. Printing and other quality control errors will not invalidate an otherwise valid prize claim. Unless otherwise due to fraud or ineligibility under these Terms and Conditions, all prize claims in excess of the advertised prize pool will be honoured. Instant win game materials are void if stolen, forged, mutilated or tampered with in any way.
10. Entrants must retain the Participating Multipack, itemised purchase receipt and Unique Code(s) for all entries as proof of purchase. Failure to provide proof of purchase upon request may, at the discretion of the Promoter, result in an invalidation of all of an entrant's entries and ability to win any prize(s). Proof of purchase must be identical to that provided with the entry. Each purchase receipt must clearly identify where the Participating Multipack was purchased, the product/s purchased (which must be a Participating Multipack/s) and the date of purchase. If a Participating Multipack is purchased before the start of the Promotional Period then the purchaser may retain the Unique Code(s) from such Participating Multipack and use it to submit up to three entries during the Promotional Period. If, in the Promoter's opinion, an entrant has shared any proof of purchase with another person, all affected entries will be invalid and will lose any right to a prize.
11. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age, place of residence and place of employment) 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, is ineligible to enter the promotion, or has tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. 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. Winners (or if the winner is under 18 years of age their parent or guardian on their behalf) must upon request supply suitable identification before the Promoter delivers the prize.

12. The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, indecipherable or incorrectly submitted.
13. Limit on entries:
  - a) Only three (3) entries are permitted per household per day.
  - b) Each Unique Code is valid for only one entry into the promotion and must be submitted in accordance with the entry requirements set out in these Terms and Conditions.
14. 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.

### **Winners**

15. Winner determination:
  - a) Upon submitting their entry, an entrant will be notified immediately if they have provisionally won a prize.
  - b) A confirmation email will be sent to the email address provided by the winner.
  - c) A list of all winners will be published online at [upandgopocketmoney.com](http://upandgopocketmoney.com) from 6 September 2020 for a period of 28 days.
16. To claim a prize, a winner must do either of the following before 8.00pm AEDT on 30 November 2020 (**Prize Claim Date**):
  - a) access the confirmation email sent to the email address they have provided and follow the instructions contained within that email to arrange delivery of the prize (which will include provision of accurate bank details);  
or
  - b) follow the instructions on the winner notification screen to immediately click through to the provisional winners' page and then follow the instructions on the provisional winners' page to arrange delivery of the prize (which will include provision of accurate bank details).

### **Prizes**

17. The instant win cash prizes comprise (across Australia) 3,000 x AUD \$50 individual cash prizes and are randomly awarded based on a pre-determined prize winning ratio by a computerised system housed at Level 6, 152 Elizabeth Street, Melbourne VIC 3000.
18. Subject to a winner's compliance with these Terms and Conditions, cash prizes will be paid in Australian dollars, to the bank account as nominated by the winner or, if a winner of any prize is under the age of 18 years, as nominated by the winner's parent or guardian on the winner's behalf.

19. The Promoter will transfer the prize to each winner no later than 28 days after the date on which the relevant winner provides their bank account details to the Promoter.
20. Subject to the unclaimed prize draw clause, if for any reason a winner does not take or claim a prize (or an element of a prize), including by reason of failing to provide their bank details to the Promoter by the time stipulated by the Promoter or failing to provide accurate bank details, then the prize will be forfeited.
21. The total prize pool value is up to AUD \$150,000 across Australia. Individual prizes will not exceed \$50.
22. Prizes are not transferable or exchangeable, unless otherwise specified.
23. A draw for any prize/s which are unclaimed (in accordance with clause 16) by the Prize Claim Date may take place from amongst all non-winning entries on 2 December 2020 at 1.00pm AEDT at Level 6, 152 Elizabeth Street Melbourne VIC 3000, subject to any directions from a regulatory authority. Unclaimed prize/s will be awarded to randomly drawn entrants. In the case of a winner, they will be notified in writing by 4 December 2020. The unclaimed prize winner/s will be published at [upandgopocketmoney.com](http://upandgopocketmoney.com) on 4 December 2020 for a period of 28 days and must claim their prize within this time.

### **General**

24. The Promoter's decision is final and no correspondence will be entered into.
25. Entries must be received during the Promotional Period and will be deemed to be received only when received by the Promoter. If an entrant returns a Participating Multipack their entry may be deemed invalid at the Promoter's discretion (unless the product is defective). Automatically generated entries or entrants who enter using multiple phone numbers/email addresses/addresses/aliases may be disqualified.
26. 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.
27. By entering, entrants request that their full address not be published.
28. Participants must not:
  - a) tamper with the entry process;
  - b) engage in any conduct that may jeopardise the fair and proper conduct of the promotion;
  - 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 promotion;
  - e) breach any law; or
  - f) behave in a way that is otherwise inappropriate.
29. 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.
30. 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 2010 (Cth)*, as well as any other implied warranties under similar consumer protection laws** in the States and Territories of Australia (**Non-Excludable Guarantees**).
31. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents):
- a) 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; and
  - b) without limiting clause 31.a), is not responsible for and excludes all liability 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 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 winner or entrant; or (f) use of a prize.
32. The Promoter is not responsible for any tax implications arising from the winning of prizes. Winners should seek independent financial advice. If for GST purposes this promotion results in any supply being made for non-monetary consideration, entrants 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.
33. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used. The Promoter is not liable for any problems with communications networks. The use of any automated entry software or any other mechanical or electronic

means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.

34. This promotion is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram and Twitter. Entrants provide their information to the Promoter and not to any social media platform. Entrants completely release any relevant social media platforms from any and all liability.
35. The Promoter collects personal information in order to conduct the promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities, and may also use and handle personal information as set out in its privacy policy. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised by the entrant, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to opt out, access, update or correct information to the Promoter using the details in clause 36 or emailing CustomerRelations@Sanitarium.com.au. All entries become the property of the Promoter. Visit <http://www.sanitarium.com.au/corporate/privacy> for the Promoter's privacy policy, which contains information about how entrants may seek to access or correct their personal information held by the Promoter or complain about a breach of their privacy, and how the Promoter will deal with that complaint. The Promoter may share personal information with third parties located outside of Australia, including the United States of America and New Zealand. While such third parties will often be subject to privacy and confidentiality obligations, such obligations may be less stringent than the requirements under Australian privacy laws and the Promoter cannot guarantee that the recipient will comply with Australian privacy laws, and despite this, an entrant consents for this to occur and agrees not to hold the Promoter liable in this regard.
36. The Promoter is Australian Health & Nutrition Association Limited trading as Sanitarium Health Food Company (ABN 63 096 452 872) of 1 Sanitarium Drive, Berkeley Vale, NSW, Australia 2261. Phone Number: 1800 673 392.

**NSW Permit No. LTPS/19/41084**

**SA Permit No. T19/2174**

**ACT Permit No. TP 19/04941.2**