



BE THE VOICE WITH OREO PROMOTION

Terms and Conditions

| SCHEDULE | |
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| GENERAL | |
| Promotion | BE THE VOICE WITH OREO PROMOTION |
| Promoter | Mondelēz Australia Pty Ltd (ABN 78 004 551 473) Level 10, 75 Dorcas Street, South Melbourne VIC 3205 1800 033 275 |
| Who can enter? | You can only enter this promotion if you: <ol style="list-style-type: none"> a) are an Australian resident; and b) are aged 18 years or older; and c) agree to these Terms and Conditions. |
| Permits | Authorised under NSW: TP/00437; ACT: TP21/00817; SA: T21/758. |
| WHEN AND WHERE WILL THE PROMOTION RUN? | |
| Promotion Period | The promotion starts at 12:01am AEST on 02/08/21 and ends at 11:59pm AEST on 14/09/21. |
| Where will the Promotion run? | The promotion will run in any Woolworths supermarkets, metro stores and online in Australia (Participating Stores). Ampol Woolworths co-branded metro stores and fuel outlets are excluded from this promotion. |
| ENTRY DETAILS | |
| How to Enter | <p>To enter this Promotion, you must, during the Promotion Period:</p> <ol style="list-style-type: none"> 1. purchase any OREO pack (excludes CADBURY DAIRY MILK with OREO 162g, OREO Ice Cream Cookie Sandwich 4 pack, OREO Ice Cream Cone 4 pack and OREO Frozen Ice Cream Sticks 4 pack) (Participating Product) from a Participating Store (Qualifying Purchase); 2. visit 7plus.com.au/thevoiceoreo (Website); 3. follow the prompts and click through to the promotion entry page and complete the following steps: <ol style="list-style-type: none"> a. input the requested details (including full name, mobile number, email address, age and residential address); b. upload a photo of your Proof of Purchase; c. complete one (1) of the following steps: <ol style="list-style-type: none"> i. For Instant Prizes only: skip the sing and record song step; or ii. For both Instant and Major Prizes: choose to sing the OREO song (The Song) by recording a video of yourself singing with your OREO product and submit the video entry in accordance with the instructions on the Website (Major Prize Entry). |

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| | <p>d. Submit the fully completed entry form.</p> <p>The Major Prize Entry can feature multiple people however, the Major Prize Entry must feature the entrant who must be 18 years or older.</p> <p>For the avoidance of doubt, if the Major Prize Entry features multiple individuals, any prize in respect of that Major Prize Entry will only be awarded to the entrant.</p> <p>By submitting the Major Prize Entry the entrant confirms that all individuals featured in the video have consented to be featured and for the video to be used in accordance with these Terms and Conditions.</p> <p>For clarity, if you skip the Major Prize Entry step then upon submitting the fully completed entry form, you will be notified immediately on-screen whether or not you are a provisional Instant Prize winner and if successful, which Instant Prize you have won. Non-winners will also be notified immediately on-screen that they are not successful.</p> <p>If you choose to submit a Major Prize Entry, upon submitting the fully completed entry form, you will also be notified immediately on-screen whether or not you are a provisional Instant Prize winner and if successful, which Instant Prize you have won. Non-winners will also be notified immediately that they are not successful. All Major Prize Entries (including both winning and non-winning Instant Prize entries) will be judged for the Major Prize.</p> |
| <p>Proof of Purchase Requirements</p> | <p>You must retain a copy of your itemised receipt/s to verify each entry (Proof of Purchase).</p> <p>Failure to produce the Proof of Purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant's entries and forfeiture of any right to a prize. A Proof of Purchase must clearly specify the store of purchase and that the purchase was made during the Promotion Period.</p> |
| <p>What are the Entry Limits?</p> | <p>Multiple entries are permitted, subject to the following:</p> <ul style="list-style-type: none"> a) each entry is based on a separate Qualifying Purchase; b) each Qualifying Purchase has been made in a separate transaction and a separate original itemised receipt has been issued; c) each entry is submitted separately in accordance with these Terms and Conditions; d) a maximum of one (1) entry per person per day; and e) a maximum of four (4) entries per household during the Promotion Period. <p>For clarity, an entrant is eligible to win more than one (1) Instant Prize.</p> <p><u>Important note: each original itemised receipt is valid for one (1) entry into this promotion, regardless of the number of Participating Products purchased in a Qualifying Purchase transaction.</u></p> |
| <p>WINNER DETERMINATION DETAILS</p> | |
| <p>Instant Win Determination and Major Prize Judging Details</p> | <p>Instant Win</p> <p>Method: random electronic selection at Pilgrim Communications, Suite 51A / 23 Norton Street, Leichhardt NSW 2040.</p> <p>Instant Prizes will be randomly allocated across the Promotion Period based on pre-determined random times. The first valid entry received following any pre-determined time will be deemed a provisional winner of an Instant Prize.</p> <p>Major Prize</p> <p>The Major Prize component is a game of skill and chance plays no part in determining the Major Prize winner.</p> |



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| | <p>All entries will be judged by representatives of the Promoter and a Major Prize winner will be selected based on a combination of playfulness, originality, creativity, brand suitability, engagement, and accuracy of The Song in the Major Prize Entry.</p> <p>In the event of a tie between two (2) or more Major Prize Entries, the best valid entry from all tied Major Prize entries, as determined by the judges, will be deemed the provisional Major Prize winner.</p> <p>The judges may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant.</p> |
| PRIZE DETAILS | |
| Prize Details | <p>Instant Win Prizes:</p> <p>There are one-thousand and forty (1040) instant win prizes to be won as follows (each an Instant Prize):</p> <p>800 x \$20 WISH Gift Cards; 200 x \$50 WISH Gift Cards; and 40 x \$100 WISH Gift Cards.</p> <p>Major Prize</p> <p>There is one (1) Major Prize to be won. The Major Prize is \$20,000 (Major Prize) which will be transferred to the winner via electronic funds transfer.</p> |
| Total Prize Pool | <p>The total overall prize pool is valued at \$50,000.</p> <p>The total game of chance prize pool is valued at \$30,000.</p> <p>The total game of skill prize pool is valued at \$20,000.</p> |
| Prize Terms | <p>Any ancillary costs associated with redeeming a WISH Gift Card are not included. Any unused balance of the WISH Gift Card will not be awarded as cash. Redemption of the WISH Gift Card is subject to any terms and conditions of the issuer including those specified on the WISH Gift Card.</p> <p>Woolworths Group Ltd (ABN 88 000 014 675) is the issuer of the WISH Gift Card, but is not the promoter of this offer, nor responsible for fulfillment of the offer terms. WISH Gift Cards have no expiry date and are redeemable at participating stores only. For a list of participating stores and full Gift Card Terms and Conditions visit woolworths.com.au/giftcards</p> |
| NOTIFICATION & PUBLICATION | |
| Notification of Winners | <p>Instant Prize winners will be notified in writing immediately on-screen.</p> <p>Subject to verification, the Major Prize winner will be notified by in writing within two (2) business days of the judging date (05/10/21).</p> |
| Publication Details | <p>In the event of any ACT Instant Prize winners, their names and Territory of residence will be published on the Website from 27/09/2021.</p> <p>In the event of an ACT Major Prize winner, their name and Territory of residence will be published on the Website from 12/10/21.</p> |
| VERIFICATION & DELIVERY | |
| Verification Requirements | Entrants and winners may be required to: |

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| | <p>a) provide proof of identity, proof of age and proof of Australian residency to verify their entry (Proof of Identity). Identification considered suitable for verification is at the Promoter's discretion;</p> <p>b) send their Proof of Purchase (for <u>all</u> entries submitted during the Promotion Period) to the Promoter, to verify that the relevant prize should be awarded;</p> <p>c) Confirm they are not Directors, management, employees, officers and contractors (and their immediate families) of the Promoter, the Promoter's Agents, Seven Network, the Participating Stores or any other of the agencies or organisations associated with this Promotion as outlined in clause 4 of these Terms and Conditions; and</p> <p>d) Confirm that they are not associated with The Voice in any way and have not been a contestant or participant on the show (past or present).</p> <p>If an entrant/winner fails to provide Proof of Identity and/or Proof of Purchase by the time and date stipulated by the Promoter, their entry/prize claim will be deemed invalid at the Promoter's discretion.</p> |
| Prize Delivery | <p>Once an entrant/winner is deemed by the Promoter to have complied with these Terms and Conditions, the Promoter will deliver the relevant prize within 28 days of the winner's entry being verified and accepted.</p> <p>Instant Prizes will be delivered by way of email to the address recorded in your entry form.</p> <p>The Major Prize will be delivered by way of electronic funds transfer (EFT) to the winner's nominated personal Australian bank account.</p> |
| PRIZE CLAIM DETAILS | |
| Prize Claim Details | <p>If a winner of a prize fails to claim their Prize by 04/01/22, they will forfeit their prize and it will be re-awarded in the Unclaimed Prize Draw (as outlined below).</p> |
| UNCLAIMED PRIZE DETAILS | |
| Unclaimed Prize Draw Details | <p>In the event of any unclaimed or unwon instant prize/s, the Promoter will conduct an unclaimed prize draw, subject to any directions from a regulatory authority as follows:</p> <p>Method: random electronic selection.</p> <p>Time/Date: 3pm AEDT on 04/01/22</p> <p>Location: Pilgrim Communications, Suite 51A / 23 Norton Street, Leichhardt NSW 2040</p> <p>Any winner/s in the Unclaimed Prize Draw will be notified in writing within two (2) business days of the Unclaimed Prize Draw and in the event of any winner/s, their names and state/territory of residence will be published on the Website on 07/01/22 for a period of 28 days. If required, the Unclaimed Prize Draw will be conducted in the presence of an independent scrutineer.</p> |
| COLLECTION AND USE OF PERSONAL INFORMATION | |
| Collection and use of your personal information | <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 its agents or contractors. The Promoter will use your personal information to conduct and manage the competition. The Promoter may disclose your personal information to its 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</p> |

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| | <p>Australia including in places such as New Zealand, Switzerland, Singapore, United Kingdom and the United States of America.</p> <p>In addition to any use that may be outlined in the Promoter's Privacy Policy (see https://au.mondelezinternational.com/privacy-policy), if an entrant elects to opt in to receive marketing materials from the Promoter by ticking the relevant box on the online entry form, the Promoter may, for an indefinite period, unless otherwise advised, use the personal information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the claimant. The claimant will be able to opt out at any time. The Promoter's Privacy Policy includes information about:</p> <ul style="list-style-type: none"> • how to seek access to the personal information the Promoter holds about you and seek correction of the information; and • how to complain about a privacy breach and how the Promoter will deal with such a complaint. |
| <p>Collection and use of your personal information by Seven Network</p> | <p>If an entrant elects to opt in to receive marketing materials from Seven Network by ticking the relevant box on the online entry form, Seven Network may contact the entrant regarding its programs, products and services. The entrant agrees that Seven Network will handle their personal information in accordance with its Privacy Policy at http://www.sevenwestmedia.com.au/privacy-policies/privacy/.</p> |



Terms and Conditions

1. These Terms and Conditions must be read together with the Schedule for this promotion. The Schedule prevails to the extent of any inconsistency with these Terms and Conditions.
2. Information on how to enter and the prize(s) form part of these Terms and Conditions. By participating in this promotion, you accept these Terms and Conditions.

Eligibility

3. You can only enter this promotion if you meet the eligibility requirements set out in the Schedule.
4. Directors, management, employees, officers and contractors (and their immediate families) of the Promoter, the Participating Stores or of the agencies or organisations associated with this promotion (including without limitation Seven Network and any participants (past or present) of The Voice) are ineligible to enter. "Immediate families" means spouse, parent, natural or adopted child, and sibling (whether natural or adopted by a parent), whether or not they live in the same household as the director, manager, employee, officer or contractor.
5. By entering this promotion, if requested you agree to declare to the Promoter all past, current or potential conflicts of interest (if any) or any serious social misconduct or behaviour that in a normal persons opinion may compromise the integrity or diminish the good name and reputation of the Promoter or its products and brands, is contrary to law or otherwise inappropriate.

Entry

6. The promotion will be conducted during the Promotion Period.
7. All entries must be received by the Promoter during the Promotion Period. Entries are deemed to have been received at the time of receipt into the Promoter's database and not at the time of transmission by the entrant.
8. You can only submit your entry in accordance with the "How to Enter" section of the Schedule. The Promoter will not accept entries in any other form. Once submitted, you cannot change, alter or delete your entry.
9. Automated entries and computer generated entries will not be accepted. Entrants who enter using multiple phone numbers, email addresses or aliases will be disqualified.
10. Incomplete and ineligible entries will be deemed invalid. Entries will also be deemed invalid if they breach these Terms and Conditions as determined by the Promoter in its sole discretion or any other instructions or guidelines notified by the Promoter during the entry process for the promotion.
11. You are responsible for all costs associated with entering this promotion, including but not limited to Internet costs.

Determining and notifying winners

12. Winners will be determined, notified and published as set out in the Schedule.
13. The Promoter and the companies and agencies associated with this promotion may also publish the name and state/territory of residence for winners on their websites, social media platforms and in trade publications. By entering this promotion, each entrant consents to this and requests that his or her full address not be published.

Prizes

14. The prize(s) are as specified in the Schedule. The prize(s) are subject to any additional terms and conditions as specified in the Schedule.
15. Prizes will be delivered to the address provided by the winner at the time of entry or completing the verification process (whichever is most recent).
16. Once dispatched and awarded to a winner, the Promoter is not be liable for any prize that has been lost, stolen, damaged, defaced or tampered with in any way.

Claiming prizes

17. Prizes must be claimed in accordance with the Prize Claim Details section of the Schedule.

18. If a prize is not accepted or claimed in accordance with the Prize Claim Details, the relevant winner's entry will be deemed invalid and the Promoter reserves the right to distribute the relevant unclaimed prize in accordance with the details specified in the Schedule, subject to any directions given by any relevant gaming authority. Winners of unclaimed prizes will be notified and published in accordance with the details set out in the Schedule.

General

19. The Promoter accepts no responsibility for any problems or technical malfunction of any communication network or for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. The Promoter has no control over telephone communications, networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) any costs incurred.
20. 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.
21. The Promoter may, at its sole discretion, declare any or all entries made by an entrant invalid, prohibit further participation by an entrant or winner in this promotion, or invalidate a provisional winner if the entrant/winner:
- a. fails to verify their personal details and/or eligibility to enter the Promotion to the Promoter's satisfaction;
 - b. tampers with or benefits from any tampering with the entry process or the operation of the Promotion (including where entrants share their Proof of Purchase to enter the Promotion or where entrants use multiple names, addresses or aliases to register multiple entries);
 - c. submits an entry which in the Promoter's opinion is not in accordance with these Terms and Conditions;
 - d. acts in a disruptive manner or with the intent to annoy, abuse, threaten or harass any other person;
 - e. engages in conduct in entering the Promotion which in the Promoter's opinion is fraudulent, misleading or deceptive;
 - f. or engages in conduct which may, in the opinion of the Promoter, compromise the integrity or diminish the good name and reputation of the Promoter or its products and brands, is contrary to law or otherwise inappropriate.
22. Entrants and winners must comply with the details set out in the Verification Requirements section of the Schedule as part of the entry verification or prize claim process. Failure to comply with the Verification Requirements to the Promoter's satisfaction will result in your entry and/or prize claim being declared invalid (and, at the Promoter's discretion, in all of your entries/prize claims being declared invalid).
23. All entries will be the property of the Promoter and will not be returned.
24. Prizes are not transferable, exchangeable for any other item and cannot be redeemed for cash or any other form of compensation (unless cash is specified). The value of each prize is accurate as at the time of preparation of this material, is the RRP value and is inclusive of GST. The Promoter accepts no responsibility for any variation in the value of a prize after that time. If a prize (or element of a prize, where applicable) is unavailable for any reason, the Promoter may substitute it for another item of equal or higher value and/or specification, subject to the approval of the any relevant gaming authorities as required.
25. If a winner does not take a prize or an element of a prize at the time stipulated by the Promoter, then that prize or element of the prize will be forfeited by the winner and neither cash nor any other form of compensation will be supplied in lieu of that element of the prize. The Promoter accepts no other liability or responsibility for any loss incurred by a winner or any other party if any prize (or any part of a prize) is unavailable for any reason.

26. Any cost associated with accessing the promotional Website is the entrant's responsibility and is dependent on the Internet service provider used.
27. Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to comments, recordings and images ("**Content**"). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:
- a. they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
 - b. their Content shall not contain viruses or cause injury or harm to any person or entity;
 - c. they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
 - d. the Content is the original work of the entrant that does not infringe the rights of any third party or they will obtain full prior consent from any person who has jointly created or has any rights in the Content to the uses contemplated by these Terms and Conditions, and the Content does not infringe the rights of any third party;
 - e. they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant that they have the full authority to grant these rights; and
 - f. they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.

28. As a condition of entering this promotion, each entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.
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. If requested by the Promoter, entrants and winners must sign an indemnity and exclusion of liability form provided by the Promoter, in favour of the Promoter and all parties involved in this promotion and/or providing the prize, before they participate in the Promotion and/or the prize. If they do not sign that form within the time specified by the Promoter, they will not be able to participate and the relevant entrant's or winner's entry or claim will be deemed invalid. Where an entry is declared invalid prior to the Prize Claim Date, the Promoter may determine a new winner in accordance with the Unclaimed Prize Arrangements.
31. If requested by the Promoter, entrants and winners must participate in all promotional activity (such as publicity and photography) surrounding this Promotion or their winning of a prize, free of charge, and they consent to the Promoter and its associated companies and agencies using their name and image in promotional material, on the Promoter's websites, social media platforms and in trade publications.



32. The Promoter's decisions in connection with the promotion are final and no correspondence will be entered into.
33. The Promoter, its associated agencies and companies and the agencies and companies associated with this Promotion will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Promotion or accepting or using a prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
34. Prizes will only be delivered to addresses in Australia, as applicable. The Promoter and its associated agencies and companies will not be liable for any damage to or delay in transit of prizes.
35. The Promoter may at its absolute discretion prohibit an entrant's participation in this promotion, cancel or suspend a prize or other cease to provide any prize to a winner if the entrant or winner (or any companion) is (in the Promoter's opinion) under the influence of alcohol or drugs, behaves aggressively or disruptively, or behaves in a manner which may diminish the good name and reputation of the Promoter or its products and brands, or is contrary to law or is otherwise inappropriate.
36. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought. Where the operation of this Promotion results in, for GST purposes, supplies being made for non-monetary consideration, entrants agree to 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.