

## **“TIC TAC SPOTIFY MUSIC EDITION” PROMOTION**

### **TERMS AND CONDITIONS**

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 Australian and New Zealand residents aged 18 years or over.
3. 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 1<sup>st</sup> cousin.
4. Entries into the promotion open on 01/02/19 and close at 11:59pm AEDST on 01/04/19 (“Promotional Period”).
5. To be eligible to enter, eligible individuals must, during the Promotional Period, purchase any two (2) specially marked “Tic Tac Spotify Music Edition” products. Each specially marked product will have a unique code printed on it for the purposes of entry into the promotion. For the avoidance of doubt, specially marked products are available in the following ranges:
  - Tic Tac Peppermint 24g
  - Tic Tac Orange 24g
  - Tic Tac Fruit Adventure 24g
  - Tic Tac Berries 24g
  - Tic Tac Peppermint 49g
  - Tic Tac Orange 49g
  - Tic Tac Fruit Adventure 49g
  - Tic Tac Peppermint 98g
  - Tic Tac Orange 98g
  - Tic Tac Fruit Adventure 98g
6. To enter, eligible entrants, must then, during the Promotional Period, visit [www.tictac.com](http://www.tictac.com), follow the prompts to the promotion entry page, enter all requested details including without limitation full name, contact email address, country of residence and the two (2) unique codes from the two (2) purchased specially marked products, and submit the fully completed entry form.
7. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per specified purchase requirement of two (2) specially marked products; (b) a maximum of five (5) entries per person per week is permitted; (c) each entry must be submitted separately and in accordance with entry requirements; (d) only two (2) unique codes per entry are permitted; (e) the same unique code cannot be used more than once; and (f) unrecognised codes will be deemed invalid.
8. 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 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.

9. Incomplete or indecipherable entries will be deemed invalid.
10. 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.
11. **AU residents only:** Upon entry submission, each entrant will have the opportunity to play a promotional game for the chance to win an instant prize. Winners be notified immediately via onscreen messaging. There will be 119 instant win prizes to be won each day of the Promotional Period (7,140 in total over 60 days). Each instant win prize is a 1-month Spotify Premium code valued at AUD\$11.99.
12. **NZ residents only:** Upon entry submission, each entrant will be entered into a NZ-only daily draw for the chance to win a 1-month Spotify Premium code valued at AUD\$11.99. There will be 6 x 1-month Spotify Premium code prizes to be won for each day of the Promotional Period (360 in total).
13. **All entrants:** In addition to the above, upon entry submission each entrant will be entered into a combined daily draw corresponding to the day they submitted their entry, as well as the major prize draw.
14. For clarity, there will be sixty (60) NZ-only daily draws, sixty (60) combined daily draws, and one (1) major prize draw conducted for this promotion. Entries into each daily draw close at 11:59pm AEDST each day of the Promotional Period, with the relevant draw for that day occurring the following business day at 11am AEDST for the NZ-only daily draws and 12pm AEDST for the combined daily draws, with the first daily draw taking place on 04/02/19 and the final daily draw taking place on 02/04/18. Non-winning entries in each NZ-only or combined daily draw will be entered into subsequent daily draws. The major prize draw will take place at 1pm AEDST on 02/04/19. All draws will take place at Edge Loyalty, 500 Chapel Street, South Yarra VIC 3141. Promoter reserves the right to draw additional reserve entries in each draw and record them in order in the case of an ineligible entrant or invalid entry.
15. Winners from all draws will be notified in writing via email within two (2) business days of the relevant draw. The names of the combined daily draw winners, the major prize draw winner, and any instant prize winners from ACT, will be published on [www.tictac.com](http://www.tictac.com) from 05/04/19.
16. The Promoter's decision is final and no correspondence will be entered into.
17. The first six (6) valid entries drawn in each NZ-only daily draw will each win the prize specified in clause 12 above.
18. The first valid entry drawn in each combined daily draw will each win a 12-month Spotify Premium code valued at AUD\$143.88.
19. Use and redemption of a Spotify Premium code is subject to the following terms and conditions: A unique Spotify Premium code ("Code") will be provided to each winner with instructions on how to redeem the prize. Codes must be redeemed within 12 months from the date the Code is issued to the winners, after which date the Code will expire and will be forfeited by the winner. Once redeemed, the Code will provide

the winner with access to a 1-month subscription or 12-month subscription (as applicable, based on the prize the winner has won) to Spotify Premium. The winners' use of the Spotify service is subject to the Spotify Terms and Conditions of Use located at <https://www.spotify.com/au/legal/end-user-agreement/>. Codes cannot be redeemed for cash or credit and cannot be returned or resold (except where required by law). Spotify is not responsible for any loss or damage resulting from lost, stolen, or fraudulently obtained Codes or use without permission. In the event that a winner is an existing Spotify Premium subscriber, the Code will be added to their existing account balance.

20. The first valid entry drawn in the major prize draw will win "Ultimate Music Experience" for two (2) adults, valued at up to AUD\$10,400 depending on date and point of departure. Prize includes:
  - 2 x return economy class airfares from winners nearest Australian capital city to an international city where a concert is taking place (subject to Promoter approval), including all airline and airport taxes;
  - Return private transfers from airport to accommodation;
  - 3 nights 4 star accommodation in the international city where the winner's chosen concert is taking place, twin share; and
  - 2 x concert tickets to see the music artist of the winner's choice performing in the international city of the winner's choice (excluding festivals, and subject to availability and Promoter approval).
21. Prize must be taken by 30/04/2020. All travel is subject to availability at all times and maybe dependent on select seat class with airlines or specific room category availability with accommodation partner. Block out periods include all Australian school and public holidays along with all other special event periods. All bookings must be made a minimum of 45 days in advance of requested departure dates. All bookings and documentation regarding the prize must be made via Free-2-Travel Holidays Pty Ltd or their agents. Redeeming the prize is conditional on acceptance of the terms and conditions of travel as detailed by Free-2-Travel Holidays Pty Ltd and the airline carriers in accordance with normal travel practices. Winner and companion must be in possession of a valid passport with a minimum of 6 months validity on it prior to departure. Winner is responsible for any amendments fees issued by airlines or suppliers once booking is confirmed and ticketed. Visas, valid passports, additional spending money, meals (other than those included) and any other ancillary costs, including but not limited to insurance and any applicable insurance excesses, not listed in the travel prize package descriptions above are the responsibility of the travel prize winner and his/her nominated travelling companions as incurred. It is the winner's responsibility to organise transport to/from the airport departure/return point. Prize winner and travel companions are recommended to have valid travel insurance for their period of travel.
22. The winner and their companion must depart from and return to the same departure point and travel together. Itinerary to be determined in agreement between the winner and the Promoter, but in the event no agreement can be reached, the Promoter reserves the right to determine the final itinerary in its absolute discretion. Frequent flyer points will not form part of the prize. Prize is subject to the standard terms and conditions of individual prize and service providers. The winner may be required to present their credit card at time of accommodation check in.
23. Any ticket prizes are subject to the event venue and ticket terms and conditions, including any applicable age restriction. The Promoter and event organisers hereby

expressly reserve the right to eject the winner (and/or their companion) for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.

24. Subject to the terms and conditions of the major prize and other service provider(s), if for any reason the major prize winner does not, once an element of the major prize has been booked, take that element of the major prize at the time stipulated, then that element of the major prize will be forfeited and will not be redeemable for cash.
25. 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.
26. Total prize pool value is AUD\$108,557.80 Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
27. A draw for any unclaimed combined daily draw prizes, any instant prizes that are won but unclaimed, or the major prize if unclaimed, may take place at 12pm AEST on 05/07/19 at the same place as the original draws, subject to any directions from a regulatory authority. Winners will be notified in writing via email within two (2) business days of the draw and their names will be published on [www.tictac.com](http://www.tictac.com) from 12/07/19.
28. 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.
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. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used. 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.
31. 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. Any instant win prizes that are part of the advertised total prize pool that are won, but remain unclaimed by the unclaimed prize draw date, will be awarded in the unclaimed prize draw.
32. 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 or any statutory consumer guarantees as provided under consumer protection laws in New Zealand ("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.

33. 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 winner or entrant; or (f) use of a prize.
34. As a condition of accepting the major prize, the winner (and any companion/s) must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
35. 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 (<https://www.tictac.com.au/en/legal-aspects>). 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. The Promoter will not disclose PI to any entity outside of Australia.
36. The Promoter is Ferrero Australia Pty Ltd (ABN 29 001 249 261) of Level 18, 168 Walker Street, North Sydney, 2060 NSW, telephone (02) 9409 8800.

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