

Tip Top - Win a Smiggle eGift Card Every 5 Mins Promotion

Terms and Conditions

Promoter	George Weston Foods Limited, trading as Tip Top (ABN 45 008 429 632), Level 2, Building A, 11 Talavera Road, North Ryde NSW 2113.
Competition Period	12.01am (AEDT) on 22/01/2020 to 11.59pm (AEDT) on 03/03/2020.
Who can enter?	Only Australian residents who are aged 18 or over.
Who can't enter?	Directors, officers, management and employees (and their immediate families) of: (a) the Promoter; and (b) the agencies, companies or participating premises associated with this competition.
Where will the competition run?	The competition will run in participating supermarket stores (including online shopping for these supermarket stores) which are stocking Qualifying Purchases (Stores) in Australia.
Website	www.tiptoptheonepromotion.com.au
Qualifying Purchase	Any of the following 700g 'Tip Top The One' products: <ul style="list-style-type: none"> • Tip Top The One Kids' Grains; • Tip Top The One Omega Sandwich; • Tip Top The One Wholemeal Sandwich; • Tip Top The One White Sandwich; or • Tip Top The One White Toast. For the avoidance of doubt, one product purchase entitles you to one entry.
Entry instructions	To enter, you must, during the Competition Period: (a) make a Qualifying Purchase from a Store and collect your itemised purchase receipt; and (a) visit the Website, locate the entry page and fill out and submit the online entry form, including by uploading an image of the Qualifying Purchase receipt and providing all other requested information to see if you have provisionally won a prize. Your purchase receipt must clearly identify where the Qualifying Purchase was made, the product/s purchased (which must be/comprise a Qualifying Purchase) and the date of purchase (which must be during the Competition Period before you submitted your entry). The Promoter is not responsible if your mobile device/desktop is not sufficiently capable for the purpose of submitting an entry, including having the requisite photograph capability.
How are instant win prizes awarded?	There are up to 12,096 instant win prizes. Prizes will be awarded by the Promoter using a computerised drawing system at Prime Focus, Level 1, 500 Chapel Street, South Yarra 3141. The computerised drawing system will determine a winning moment every five minutes within the Competition Period (each, a Winning Moment). The first valid entry received during that Winning Moment, will be the provisional winner. If no valid entry is received during that Winning Moment, no prize will be awarded in respect of that five minute period of the Competition Period. You will get an on-screen message acknowledging your entry and informing you if you have provisionally won a prize.
How many weekly prize winners will there be and how will they be chosen?	There will be 12 weekly prize winners determined in respect of this competition - 6 Coles weekly prize winners and 6 Woolworths weekly prize winners. There will be 2 draws conducted in respect of each week of the Competition Period - 1 for entrants who made their Qualifying Purchase at Coles and 1 for entrants who made their Qualifying Purchase at Woolworths. This is a total of 12 draws. The weekly prize draws will take place commencing at 12pm (AEDT) at Prime Focus, Level

	<p>1, 500 Chapel Street, South Yarra VIC 3141 on each of 29/01/2020, 05/02/2020, 12/02/2020, 19/02/2020, 26/02/2020 and 04/03/2020.</p> <p>The first valid entry drawn randomly in each draw from the entries received during each Wednesday to Tuesday (AEDT) week of the Competition Period will win a prize.</p> <p>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).</p> <p>Entries received in respect of each weekly prize draw will not roll over to subsequent draws.</p>																					
What can I win?	<p>Instant win prizes</p> <p>There are up to 12,096 instant win prizes available - 1 in respect of each five minute period of the Competition Period.</p> <p>Each prize is valued at up to \$100, as set out below.</p> <table border="1"> <thead> <tr> <th>Number available (up to)</th> <th>Prize</th> <th>Total (up to)</th> </tr> </thead> <tbody> <tr> <td>4,838</td> <td>\$10 Smiggle eGift Card</td> <td>\$48,380.00</td> </tr> <tr> <td>3,024</td> <td>\$20 Smiggle eGift Card</td> <td>\$60,480.00</td> </tr> <tr> <td>1,814</td> <td>\$30 Smiggle eGift Card</td> <td>\$54,420.00</td> </tr> <tr> <td>1,210</td> <td>\$50 Smiggle eGift Card</td> <td>\$60,500.00</td> </tr> <tr> <td>1,210</td> <td>\$100 Smiggle eGift Card</td> <td>\$121,000.00</td> </tr> <tr> <td colspan="2" style="text-align: right;">TOTAL:</td> <td>\$344,780.00</td> </tr> </tbody> </table> <p>Instant win prizes will be sent to each winner's email address as specified in their online entry form within 10 business days of a winner being verified.</p> <p>Woolworths Weekly Prize</p> <p>There are 6 Woolworths weekly prizes available - 1 in respect of each Wednesday to Tuesday (AEDT) week of the Competition Period.</p> <p>Each Woolworths weekly prize is a \$50 Woolworths Wish eGift Card.</p> <p>Woolworths Weekly prizes will be sent via registered post to each winner's address as specified in their online entry form within 10 business days of a winner being verified.</p> <p>Coles Weekly Prize</p> <p>There are 6 Coles weekly prizes available - 1 in respect of each Wednesday to Tuesday (AEDT) week of the Competition Period.</p> <p>Each Coles weekly prize is a Smiggle "Back to School Essentials Pack", valued at \$46.90, consisting of:</p> <ul style="list-style-type: none"> • 1 x lunchbox, and • 1 x drink bottle. <p>Coles Weekly prizes will be sent via registered post to each winner's address as specified in their online entry form within 28 business days of a winner being verified.</p>	Number available (up to)	Prize	Total (up to)	4,838	\$10 Smiggle eGift Card	\$48,380.00	3,024	\$20 Smiggle eGift Card	\$60,480.00	1,814	\$30 Smiggle eGift Card	\$54,420.00	1,210	\$50 Smiggle eGift Card	\$60,500.00	1,210	\$100 Smiggle eGift Card	\$121,000.00	TOTAL:		\$344,780.00
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Total prize pool	<p>The total instant win prize pool is up to \$344,780.</p> <p>The total weekly prize pool is \$581.40.</p> <p>The overall total prize pool is \$345,361.40.</p>																					
How many times can I enter?	<p>You can enter up to 5 times per day, provided you only enter once per Qualifying Purchase. Each entry must be submitted separately in accordance with these Terms and Conditions.</p>																					
How and when will the winners be informed?	<p>Winners will be notified in writing by email within two days of determination.</p>																					
Proof of purchase	<p>You must keep the following as proof of purchase for all entries:</p> <ul style="list-style-type: none"> • original itemised purchase receipt(s). <p>If you don't produce the above proof of purchase for all entries when asked the Promoter may disqualify all of your entries and you will lose any right to a prize. Proof of purchase</p>																					

	must be identical to that provided by you with your entry. If, in the Promoter's opinion, you have shared any proof of purchase with another person, your entries will be invalid and you will lose any right to a prize.
Unclaimed prize/s	<p>Prize claim date: 5pm (AEST) on 03/06/2020.</p> <p>Weekly prize unclaimed and un-won prize determination: 12pm (AEST) on 04/06/2020.</p> <p>If an instant win prize has not been accepted or claimed by the prize claim date above or if, after making reasonable attempts, the Promoter can't contact a winner (or a winner does not contact the Promoter) by the prize claim date above, that prize will be forfeited.</p> <p>If a weekly prize is un-won during the Competition Period or has not been accepted or claimed by the prize claim date above or if, after making all reasonable attempts, the Promoter can't contact a winner (or a winner does not contact the Promoter) by the prize claim date above, 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 an unclaimed and un-won prize draw at the date, time and place stated above to randomly distribute the prize/s amongst valid entrants who (if possible) have not already won an unclaimed or un-won prize. Any winner/s will be informed in writing by email within two days of determination.</p>
Collection and use of your personal information	<p>By entering, if you are a winner, you agree to take part in all publicity, photographic and other promotional activities the Promoter requires, without any compensation. You consent to the Promoter using your name(s) and photograph(s) in any such 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, or communicating with you in respect of this competition only.</p> <p>By entering, you consent to the Promoter keeping your personal information on its database to use for future marketing purposes, including contacting you by electronic messaging. By entering, you consent to receive email or SMS messages from the Promoter without any functional unsubscribe facility.</p> <p>The Promoter's Privacy Policy (see http://www.tiptop.com.au/privacy-policy/) includes information about:</p> <p>(a) how to seek access to the personal information the Promoter holds about you and seek correction of the information; and</p> <p>(b) how to complain about a privacy breach and how the Promoter will deal with such a complaint.</p>
Permit numbers	<p>Authorised under:</p> <p>ACT Permit No. TP 19/04200</p> <p>SA Licence No. T19/1563</p> <p>NSW Permit No. LTPS/19/38156</p>

- 1 These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about prizes and how to enter forms part of these Terms and Conditions. By entering, you accept these Terms and Conditions.

Entry

- 2 Your entry must be received during the Competition Period and will be deemed to be received only when received by the Promoter. If you return a Qualifying Purchase your entry may be deemed invalid at the Promoter's discretion (unless the product is defective). You will receive a return message confirming your entry. The Promoter is not liable for any problems with communications networks. You are responsible for your own costs associated with entering. If you enter using automatically generated entries or multiple phone numbers/email addresses/addresses/aliases, you may be disqualified.

Prizes

- 3 Prize/s and all elements of prize/s must be taken as and when offered or will be forfeited, and if forfeited, the Promoter and/or the prize suppliers will not be liable. Prize/s are subject to any additional terms and conditions imposed by the relevant supplier or the Promoter, including, validation periods.

- 4 Without limiting these Terms and Conditions, the following conditions apply to the Smiggle eGift Cards:
- The gift card issuer is Smiggle Pty Ltd ("Smiggle") ABN 53 100 379 226. A lost, stolen or altered gift card will not be replaced, refunded or redeemed. Once activated the gift card is: redeemable for merchandise at Smiggle stores and online in the country of issue; not redeemable for cash and is not a negotiable instrument; not able to be reloaded; partially redeemable. As the gift card has been issued in connection with a temporary marketing promotion, gift cards expire 12 months from the competition closing date, being 3 March 2021; or until no amount remains on the gift card. Cash, refunds or credits will not be given for any unused amount after the gift card expires.

General

- 5 Any failure by you to comply with the conditions imposed by the prize supplier(s) may result in the prize being cancelled or withdrawn without liability for the Promoter or the prize supplier(s).
- 6 If you or your entry are deemed by the Promoter to breach these Terms and Conditions, your entry (or at the Promoter's discretion, all of your entries) may be discarded. The Promoter may, at any time, require you to produce documentation to establish to the Promoter's satisfaction the validity of your entries (including documentation establishing your identity, age, place of residence and place of employment). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.
- 7 You must not:
- (a) tamper with the entry process;
 - (b) engage in any conduct that may jeopardise the fair and proper conduct of the competition;
 - (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 competition;
 - (e) breach any law; or
 - (f) behave in a way that is otherwise inappropriate.
- 8 The Promoter and/or the prize suppliers are not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
- 9 The Promoter's decision in connection with all aspects of this competition is final.
- 10 Prizes cannot be transferred or exchanged nor redeemed for cash. Without limiting any other term of these Terms and Conditions, all prizes (and elements of prizes) must be taken as and when specified, or will be forfeited with no replacement. The prize values are correct as at the date of preparing these Terms and Conditions and include any applicable GST. The Promoter and/or prize suppliers are not responsible for any change in prize value. You agree that if a prize (or element of a prize) is unavailable for any reason the Promoter may provide another item of equal or higher value, subject to any necessary approval by the state/territory gaming authorities.
- 11 Printing and other quality control errors outside the Promoter's control will not invalidate an otherwise valid prize claim. Every instant win prize claim in excess of the advertised prize pool will be honoured, unless the claim is rejected due to fraud or ineligibility under these Terms and Conditions.
- 12 If this competition cannot run as planned for any reason beyond the Promoter's control, for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, the Promoter may end, change, suspend or cancel the competition or disqualify affected entries/entrants, subject to any necessary approval by the state/territory gaming authorities.
- 13 The Promoter and/or the prize suppliers are not responsible for any tax implications arising from you winning a prize. You should seek independent financial advice. If for GST purposes this competition results in any supply being made for non-monetary consideration, you 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.

Liability

- 14 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 15 Subject to the previous paragraph, the Promoter, prize suppliers and the agencies and companies associated with this competition are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury (including allergies, skin conditions or other reactions, as relevant), illness or death suffered in connection with this competition or any prize, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).

- 16 Without limiting the previous paragraph, the Promoter, prize suppliers and the agencies and companies associated with this competition are not liable for any loss of, damage to or delay in delivery of prize/s, or for any damage that occurs to displayed prize/s (where relevant). Unless otherwise specified, prize/s will only be delivered to addresses in Australia.
- 17 This competition is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram and Twitter. You provide your information to the Promoter and not to any social media platform. You completely release any relevant social media platforms from any and all liability.