

“QUICK COOK WW” PROMOTION

TERMS AND CONDITIONS

1. Instructions on how to claim and the reward(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions. Offer not valid in conjunction with any other offer.
2. Claims are only open to Australian residents aged 18 years or over.
3. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to claim. 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 1st cousin.
4. Promotion commences on 04/08/2021 and claims close at 11:59pm AEST on 16/08/2021, or when 10,000 valid claims (subject to the daily limit below) have been received, whichever is first to occur (“**Promotional Period**”). Claims will be limited to 1,000 valid claims each day starting from the commencement of the Promotional Period up to and including 13/08/21. From 14/08/21 until the end of the Promotional Period, if there are any rewards that have not been claimed (up to the original 10,000 rewards), valid claims will be accepted until 10,000 valid claims have been received.
5. To claim, individuals must complete the following steps during the Promotional Period:
 - Visit <https://mccainpromo.com.au> and follow the prompts to the promotion claim page;
 - Input the requested details including full name, valid email address, residential postcode and suburb and date of birth;
 - Provide an answer in 25 words or less in response to the promotional question, “What will you do with your bonus time?” (and if desired, upload an image to accompany the answer); and
 - Submit the fully completed claim form.
6. Claimants 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. Claimants 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 18, 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 artistic/literary work of the claimant that 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 claimant agrees to indemnify the Promoter for any breach of the above terms.

7. The Promoter reserves the right, at any time, to verify the validity of claims and claimant's (including a claimant'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 claim 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.
8. Incomplete or indecipherable claims will be deemed invalid. The Promoter is not responsible for any lost, late or misdirected claims.
9. Only one (1) claim permitted per person. Offer is strictly limited to the first 10,000 valid claims and is subject to the daily claim limit indicated in clause 4.
10. If there is a dispute as to the identity of a claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of the claimant.
11. Claimants will be notified by email.
12. The Promoter's decision is final and no correspondence will be entered into.

13. Subject to the daily claim limit indicated in clause 4, the first ten thousand (10,000) valid claims received during the Promotional Period will each be awarded a digital voucher sent via email to redeem one (1) pack of McCain Quick Cook Straight Cut Chips 750g valued at \$4.30 (RRP).
14. The digital vouchers can only be redeemed at Woolworths stores in Australia (excluding Woolworths MetroGo or Woolworths Metro stores, Ampol Woolworths co-branded Metro stores and fuel outlets) that stock packs of McCain Quick Cook Straight Cut Chips 750g and must be redeemed by close of business on 17/08/21 or the voucher will be forfeited. Claimants must present the digital voucher barcode on their smartphone screen at check out in participating Woolworths stores. Vouchers are not redeemable on Woolworths Online.
15. Any ancillary costs associated with redeeming the digital voucher are not included. Any unused balance of the digital voucher will not be awarded as cash. Redemption of the digital voucher is subject to any terms and conditions of the issuer including those specified on the digital voucher.
16. If for any reason a claimant does not redeem a reward during the Promotional Period, then the reward will be forfeited.
17. If the reward is unavailable for any reason, the Promoter, in its discretion, reserves the right to substitute the reward with a reward to the equal value and/or specification.
18. Rewards are not transferable or exchangeable and cannot be taken as cash.
19. Total reward pool value is \$43,000.
20. By entering into this promotion, claimants grant to the Promoter, its affiliates and sub-licensees a non-exclusive, worldwide, irrevocable, perpetual, royalty free and sub-licensable license to use, reproduce, modify, adapt, publish and display the claimant's entry (which shall include Content), name, likeness, image and/or voice in any media for an unlimited period of time without remuneration for the Promoter's promotional and media purposes, including the promotion of this promotion and the publication of any outcome, and promoting any other products manufactured, distributed and/or supplied by the Promoter.
21. 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 claimant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.

22. Any cost associated with accessing the promotional website is the claimant's responsibility and is dependent on the Internet service provider used.
23. 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").
24. Except for any liability that cannot by law be excluded (eg the Non-Excludable Guarantees), the Promoter (including its respective officers, employees and agents) excludes all liability (including in negligence) for any loss or damage (whether direct, indirect, special or consequential) that any person suffers or incurs in any way arising out of the promotion.
25. 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 use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.mccain.com/privacy>. The Privacy Policy contains information about how claimants may opt out, access, update or correct their PI, how claimants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with.
26. The Promoter is McCain Foods (Aust) Pty Ltd of Level 10/616 St Kilda Road, Melbourne VIC 3004. ABN 96 000 629 587.