"LURPAK SANDWICH CONSUMER PROMOTION" 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 residents aged 18 years or over.
- 3. Employees (and their immediate families) of the Promoter, Participating Stores 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 first cousin.
- 4. Entries into the promotion open on 07/09/22 and close at 11:59pm AEDT on 19/10/22 ("**Promotional Period**").
- 5. To be eligible to enter, entrants must purchase any product from the list below at a Participating Store during the Promotional Period ("Qualifying Transaction"). Eligible products are:
 - Lurpak Spreadable Butter Slightly Salted 250g
 - Lurpak Spreadable Butter Slightly Salted 400g
 - Lurpak Spreadable Butter Lighter Slightly Salted 250g
 - Lurpak Spreadable Butter Softest 250g
 - Lurpak Spreadable Butter Slightly Salted 500g
 - Lurpak Spreadable Butter Unsalted 250g

A participating store is any store in Australia that stocks Lurpak Spreadable butter products and displays advertising material featuring this promotion ("**Participating Store**").

In the event a purchase receipt is not automatically provided to the entrant by a member of staff at the time of making their Qualifying Transaction, it is the entrant's responsibility to request such material.

- 6. To enter, after completing their Qualifying Transaction, entrants must complete the following steps, during the Promotional Period:
 - scan the promotional QR code OR visit www.sandwichbetterwithlurpak.com.au;
 - follow the prompts to the promotion entry page;
 - input the requested details including their first and last name, email, mobile number, home address and upload a photo of their receipt, and then
 - submit the fully completed entry form.

Winners will be notified instantly if they are a provisional instant winner and all entries will be entered into the Major Prize (defined below) draw. All provisional instant winners are subject to verification. Upon verification, winners will be sent their prize.

7. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per Qualifying Transaction, regardless of the number of Lurpak butter product/s purchased in that transaction in excess of one (1); (b) each entry must be submitted separately

- and in accordance with entry requirements; and (c) only one (1) entry per unique phone number per entry, per day.
- 8. Entrants must retain proof of purchase. The proof of purchase required is an original or copy of the original receipt. Purchase receipt(s) must clearly specify the store of purchase, that a Qualifying Transaction was made and that the Qualifying Transaction was made during the Promotional Period but prior to entry. 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.
- 9. 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.
- 10. Incomplete or indecipherable entries will be deemed invalid.
- 11. 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.
- 12. The draw for the Major Prize will take place at Anisimoff Legal, Suite 5, 210 Central Coast Highway NSW 2250 on 21/10/22 at 12:00pm AEDT in the presence of an independent scrutineer. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. Winners will be notified telephone and email by by and will be published www.sandwichbetterwithlurpak.com.au from 24/10/22.
- 13. The Promoter's decision is final and no correspondence will be entered into.
- 14. The first valid entry drawn will win \$20,000 ("Major Prize"). The Major Prize will be made in the form of a direct bank deposit. Major Prize winner must submit their nominated Australian bank details to the Promoter and ensure that all personal details provided are correct. Major Prize Winner is responsible for providing full and accurate bank account details. The Promoter will not be responsible for banking institutions rejecting an EFT payment, or any costs associated with locating a lost prize. Not providing bank details by the date requested by Promoter may result in payment being delayed.
- 15. The instant win prizes available in this promotion are outlined in the table below:

Prize	RRP per prize	Number available	Total value
Sandwich guide	\$8.53	500	\$4,265
Toast rack	\$17.69	500	\$8,845
Butter knife set	\$17.03	500	\$8,515
Sandwich tin	\$22.73	500	\$11,365

Stackable bento box	\$33.53	500	\$16,765
Jaffle maker	\$39.68	1,000	\$39,680

- 16. Subject to the unclaimed prize draw clause, if, for any reason, a winner does not take their prize by the time stipulated by the Promoter, then their prize will be forfeited.
- 17. If a prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
- 18. Total prize pool value is \$109,435. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash or re-sold unless otherwise stated.
- 19. A draw for the Major Prize, and any instant win prizes that are won but not claimed, may take place on 21/11/22 at the same time and place as the original draw, subject to any directions from a regulatory authority. The winner, if any, will be notified by telephone and by email and will be published at www.sandwichbetterwithlurpak.com.au from 24/11/22.
- 20. 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.
- 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 pandemic, 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.
- 22. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
- 23. Instant win game materials void if tampered with in any way.
- 24. 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"). 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.
- 25. 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.

- 26. 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.lurpak.com/en-au/privacy-policy/. 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.
- 27. The Promoter is Arla Foods Mayer Australia Pty Ltd (ABN 78 167 620 706) of B1, 2-8 McPherson Street, Banksmeadow, NSW 2019 and F. Mayer (imports) Pty Ltd (ABN 51 000 697 889) (collectively, the "**Promoter**").

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