

The Mitolo Group – Woolworths Trade Promotion 2021

Terms and Conditions

Promotor	Mitolo Group Pty Ltd (ABN 85 076 809 982) t/a Mitolo Family Farms, 1304 Angle Vale Road, Virginia SA 5120.
Competition Period	12:01am (ACST) 2 June 2021 to 11:59pm (ACST) 27 July 2021.
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 the Promotor or any companies who assist the Promotor in running the competition.
Where will the competition run?	<p>The competition will run in participating Woolworths stores in South Australia, Australian Capital Territory, Victoria, New South Wales, Queensland and Northern Territory which stock Woolworths branded 2kg or 4kg brushed potato bags containing New Season Brushed Potatoes (Outlets).</p> <p>The Outlets include instore and the online stores of participating Outlets.</p>
Website	https://mitolofamilyfarms.com.au/
Qualifying Purchase	A bag of Woolworths branded 2kg or 4kg brushed potato bags containing New Season Brushed Potatoes purchased from an Outlet.
Entry instructions	<p>To enter, you must, during the Competition Period after making a Qualifying Purchase from an Outlet and collecting your itemised purchase receipt:</p> <ol style="list-style-type: none"> scan the QR code for the competition with your smart phone (available in the Outlet) which will open the Website on your smart phone or visit the Website using the URL above; and on the Website, locate the entry page and fill out and submit the online entry form, including by uploading an image of your itemised purchase receipt evidencing your Qualifying Purchase and providing all other requested information which will include your name, a correct and valid Australian address and a valid email address details. <p>Your purchase receipt must clearly identify where the Qualifying Purchase was made, the Qualifying Purchase and the date of purchase (which must be during the Competition Period before you submitted your entry).</p> <p>The Promotor is not responsible if you do not have a device, or access to a device, which is capable for the purpose of submitting an entry, including having the requisite photograph capability.</p>
How many winners will there be and how will they be chosen?	<p>There will be up to 10,000 winners determined in respect of this competition.</p> <p>There will be one draw (Draw) to determine the prize winners, which draw will occur by way of random computerised draw facilitated by Trade Promotions and Lotteries Pty Ltd commencing at 2:00pm (AEST) on 30 July 2021 at 1304 Angle Vale Road, Virginia 5120.</p> <p>All winners will be published on the Promotor's website by 04 August 2021 using winners':</p> <ul style="list-style-type: none"> initial from their first name; last name; and postcode.
What can I win?	There are up to 10,000 prizes available comprising 10,000 Mitolo Family Farms potato peelers (RRP \$9.99 each).

	<p>Prizes will be posted to each winner's nominated address provided with their entry within 30 days of the Draw.</p> <p>If there are less than 10,000 valid entrants, the number of prizes available will be limited to that number.</p>
Total prize pool	The total value of the prizes available is \$99,900.
How many times can I enter?	<p>You can submit up to one entry on each day of the Competition Period for a Qualifying Purchase made on that day.</p> <p>Each entry must be submitted separately in accordance with these Terms and Conditions.</p>
How and when will the winners be informed?	All winners will be notified in writing by email, within 21 days of the Draw, to their nominated email address.
Proof of purchase	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	After the Draw, the Promoter will distribute prizes to all valid entrants who have won a prize in accordance with these Terms and Conditions. The prize will be posted to each winner's nominated address as provided in their entry.
Collection and use of your personal information	<p>The Promoter may collect your personal information directly or through the Promoter's agents or contractors, including Trade Promotions and Lotteries Pty Ltd (ACN 601 297 330) Privacy Policy: https://www.randomdraws.com.au/privacy/. The Promoter will use your personal information to conduct and manage the competition, including publishing the winners on its website in accordance with these terms and conditions. The Promoter may disclose your personal information to the Promoter's 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.</p> <p>By entering, you consent to the Promoter keeping your personal information on its database to use for the purpose of sending you promotional and marketing material in the future marketing purposes, including contacting you by electronic messaging (ACT residents excluded. The personal information of ACT residents will only be collected for purposes necessary for the conduct of the competition).</p> <p>The Promoter's Privacy Policy (see https://mitolofamilyfarms.com.au/wp-content/uploads/2019/08/Privacy-Policy-Mitolo-Group-updated-20190814.pdf) includes information about:</p> <ol style="list-style-type: none"> 1. how to seek access to the personal information the Promoter holds about you and seek correction of the information; and 2. how to complain about a privacy breach and how the Promoter will deal with such a complaint.
Permit numbers	<p>Authorised under:</p> <p>ACT Permit No. TP21/00743 NSW Authority No. TP/01026 SA Licence No. T21/692 and electronic drawing system approval no. 1224</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 must be taken as and when offered or will be forfeited, and if forfeited, the Promoter will not be liable.
4. The Promoter is not responsible for any dispute between you and any person with whom you choose to, or not choose to, share or give your prize to.

General

5. If you or your entry are deemed by the Promoter to breach these Terms and Conditions your prize (or at the Promoter's discretion, all of your prizes) 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.
6. You must not:
 - 6.1 tamper with the entry process;
 - 6.2 engage in any conduct that may jeopardise the fair and proper conduct of the competition;
 - 6.3 act in a disruptive, annoying, threatening, abusive or harassing manner;
 - 6.4 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;
 - 6.5 breach any law; or
 - 6.6 behave in a way that is otherwise inappropriate.
7. The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
8. If any dispute arises between you and the Promoter concerning the conduct of this promotion or claiming a prize, the Promoter will take reasonable steps to consider your point of view, taking into account any facts or evidence you put forward, and to respond to it fairly within a reasonable time. In all other respects, the Promoter's decision in connection with all aspects of this competition is final.
9. 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 is 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.
10. 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.
11. The Promoter is 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

12. Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
13. Subject to the previous paragraph, the Promoter 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).
14. Without limiting the previous paragraph, the Promoter 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.

15. 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.