

“NUTELLA WINTER MORNINGS 2020” 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 1st cousin.
4. Entries into the promotion open on 04/05/20 and close at 11:59PM AEST on 02/07/20 (“**Promotional Period**”).
5. To be eligible to enter, individuals must purchase a specially marked jar of Nutella (the “**Specially Marked Product**”) from any retailer in Australia or New Zealand that sells the Specially Marked Product during the Promotional Period. Each Specially Marked Product will contain a unique code (“**Unique Code**”).
6. To enter, individuals must then complete the following steps:
 - i. Scratch the jar’s label to reveal a Unique Code;
 - ii. Visit www.nutella.com/win, and follow the prompts to the promotion entry page;
 - iii. Input the Unique Code and requested details (including full name, email, country of residence and store of purchase) in the promotion entry form; and
 - iv. Submit the fully completed entry form during the Promotional Period. If entry is submitted correctly, entrants will be redirected to a success page confirming that their entry has been received.

At the end of the Promotional Period, entrants who purchased a Specially Marked Product during the Promotional Period from a Woolworths supermarket will be notified of their entry into the Woolworths Draw (defined herein).

7. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per specified purchase requirement (i.e. per Specially Marked Product purchased); (b) each entry must be submitted separately and in accordance with entry requirements; (c) only one (1) Unique Code per entry is permitted; (d) the same Unique Code cannot be used more than once; (e) unrecognised Unique Codes will be deemed invalid and (f) a maximum of two (2) entries per person per day is permitted.
8. Entrants must retain a copy of their purchase receipt(s) for all entries as proof of purchase. 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. Purchase receipt(s) must clearly specify the store of purchase and that the purchase was made during the Promotional Period but prior to entry.
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. There will be two (2) types of draws conducted for this promotion, consisting of:
 - i. one (1) draw conducted for the entries received each day of the Promotional Period, for a total of sixty (60) draws ("**Daily Draws**"); and
 - ii. one (1) draw conducted for all entries received from purchases of Specially Marked Products made at Woolworths supermarkets during the Promotional Period ("Woolworths Draw").

Entries into each Daily Draw will open at 12am and close at 11.59pm each day based on NSW local time. Entries into the Woolworths Draw close 11:59pm AEST on 02/07/20. Each draw will take place at Ferrero Australia, Level 36, 100 Miller St, North Sydney NSW 2060 at 3pm AEST on the dates specified in the table below. For the removal of doubt, no draws will be conducted during the weekend or on a public holiday in NSW. Non-winning entries in each Daily Draw will be entered into any subsequent Daily Draw(s). 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 in writing via email within two (2) business days of the relevant draw and their names will be published online at www.nutella.com/win by 06/07/20.

Draw	Draw Date
Daily Draws 1 & 2	06/05/2020
Daily Draws 3 & 4	08/05/2020
Daily Draws 5, 6 & 7	11/05/2020
Daily Draws 8 & 9	13/05/2020
Daily Draws 10 & 11	15/05/2020
Daily Draws 12, 13 & 14	18/05/2020
Daily Draws 15 & 16	20/05/2020
Daily Draws 17 & 18	22/05/2020
Daily Draws 19, 20 & 21	25/05/2020
Daily Draws 22 & 23	27/05/2020
Daily Draws 24 & 25	29/05/2020
Daily Draws 26, 27 & 28	01/06/2020
Daily Draws 29 & 30	03/06/2020
Daily Draws 31 & 32	05/06/2020
Daily Draws 33, 34 & 35	09/06/2020
Daily Draws 36 & 37	10/06/2020
Daily Draws 38 & 39	12/06/2020
Daily Draws 40, 41 & 42	15/06/2020
Daily Draws 43 & 44	17/06/2020
Daily Draws 45 & 46	19/06/2020
Daily Draws 47, 48 & 49	22/06/2020
Daily Draws 50 & 51	24/06/2020

Daily Draws 52 & 53	26/06/2020
Daily Draws 54, 55 & 56	29/06/2020
Daily Draws 57 & 58	01/07/2020
Daily Draws 59 & 60	03/07/2020
Woolworths Draw	06/07/2020

13. The Promoter's decision is final and no correspondence will be entered into.
14. The first twenty (20) valid entries drawn in each Daily Draw will each win a limited-edition Nutella x SMEG four slice toaster valued at AU\$199.00.
15. The first two hundred (200) valid entries drawn in the Woolworths Draw will each win one (1) pre-paid eftpos card valued at AU\$50.00.
16. All prize winners will be sent a confirmation email containing instructions on how to claim their prize. Winners will be directed to an online claim form, where they must provide a valid postal address in order to receive the prize. Winners should allow up to six (6) weeks from 02/07/20 for prizes to be delivered.
17. Subject to the unclaimed prize draw clause, if for any reason a winner does not take / redeem a prize at/by the time stipulated by the Promoter, then the prize will be forfeited.
18. If any 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.
19. Total prize pool value is AU\$248,800.00.
20. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
21. A draw for any unclaimed prizes may take place on 06/10/20 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified by email within two (2) business days of the draw and their names will be published online at www.nutella.com.au/win from 09/10/20.
22. 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.
23. 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.
24. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.

25. 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.
26. 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 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.
27. 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.
28. 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 <https://www.ferrero.com.au/Privacy-Policy>. 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 may disclose entrants' PI to entities outside of Australia – see Privacy Policy for details.
29. The Promoter is Ferrero Australia Pty Ltd (ABN 29 001 249 261) of Level 36, 100 Miller St, North Sydney NSW 2060, telephone (02) 9409 8800.

NSW Permit No. LTPS/19/40487. ACT Permit No. TP19/04790. SA Permit No. T19/2044.