

**Frey x Accor On-Pack Terms & Conditions ("Conditions of Entry")**

Schedule	
<b>Promotion:</b>	Frey x Accor On-Pack
<b>Promoter:</b>	WOOLWORTHS GROUP LIMITED ABN 88 000 014 675, 1 Woolworths Way, Bella Vista, NSW 2153, Australia. Ph: 0466672434
<b>Promotional Period:</b>	<b>Start date:</b> 05/07/22 at 09:00 am AEST <b>End date:</b> 02/10/22 at 11:59 pm AEDT
<b>Eligible entrants:</b>	Entry is only open to Australian and NZ residents. Entrants under the age of 18 must have parent or legal guardian approval to enter.
<b>How to Enter:</b>	<p>To enter the Promotion, the entrant must complete the following steps during the Promotional Period:</p> <p>a) purchase a 100g block of Frey chocolate (includes Frey Chocolate Block Milk 100g, Frey Chocolate Block Sea Salt Caramel 100g, , Frey Dark Crunchy Hazelnut Chocolate Block 100g, Frey Dark Chocolate Block 0.69 100g, Frey Supreme Dark Orange Chocolate 100g, Frey Milk Crunchy Hazelnuts Chocolate Block 100g, Frey Supreme Dark Intense 91% Chocolate Block 100g, Frey Mint Chocolate 100g Block, Frey Dark Chocolate Block 0.85 100g) from any Woolworths store (excluding Ampol Woolworths Metro) in Australia, <a href="http://www.woolworths.com.au">www.woolworths.com.au</a> or Countdown store within New Zealand or <a href="http://www.countdown.co.nz">www.countdown.co.nz</a> ("Participating Venues"); and</p> <p>b) visit <a href="http://www.winastaywithfrey.com">www.winastaywithfrey.com</a>, follow the prompts to the Promotion entry page; and fully complete and submit the online entry form with their personal details (first name, last name, email address and phone number) and upload a photo or scanned copy of their receipt for the purchase.</p> <p><b>Proof of Purchase:</b> The entrant must retain proof of purchase. The proof of purchase required is an original receipt for the qualifying purchase.</p> <p>The entrant must fill out the online entry form for every entry.</p>
<b>Entries permitted:</b>	<p>Multiple entries permitted, subject to the following:</p> <p>a) limit of 1 entry per Frey 100g chocolate product purchased (even if multiple are purchased in 1 transaction)</p> <p>b) each entry must be submitted separately and in accordance with the entry instructions above.</p> <p>Maximum of one (1) prize permitted per person (excludes South Australian residents).</p>
<b>Total Prize Pool:</b>	AUD \$31,500.00

Prize Description	Number of this prize	Value (per prize)	Winning Method
<p>The prize is an ALL – Accor Live Limitless Gift card redeemable for 1 night stay at an Accor Group Hotel up to the value of \$350 AUD . ALL – Accor Live Limitless Gift cards can be redeemed at over 200 hotels, resorts and apartments in the Pacific which includes Swissotel.</p> <p>Anything over and above the value of the \$350 AUD amount covered by the gift card must be paid for by the winner e.g. food and beverage, minibar, drinks, spa, transport to the hotel etc. Lost or stolen cards will not be replaced. Valid for 36 months from date of issue at participating hotels in Australia, New Zealand and Fiji. AccorHotels Gift Card credit is redeemable only for public accommodation rates. Gift card MAY NOT be used in conjunction with Accor Plus or Accor Vacation Club rates or benefits or with contracted, negotiated, third party online rates, or package rates with components provided by third parties. Gift card cannot be sold or exchanged for cash or any other goods. For more</p>	90 (1 per Daily Draw)	AUD\$350.00	Daily Draws, drawn weekly

<p>information on terms and conditions please refer to:  <a href="http://accorhotels.com.au/giftcards/terms">http://accorhotels.com.au/giftcards/terms</a>.</p> <p>Any ancillary costs associated with redeeming the gift card are not included. Any unused balance of the gift card will not be awarded as cash. Redemption of the gift card is subject to any terms and conditions of the issuer including those specified on the gift card.</p> <p>The Promoter (Frey) will be purchasing the gift card prizes from Accor for the full amount to be given as prizes to the winners. The prizes will be delivered by email within 4 weeks from date of winner notification.</p>																															
<p><b>Winner notification:</b></p>	<p>The winners will be contacted by email within fourteen (14) days of the draw. The winners will be published at <a href="http://www.winastaywithfrey.com">www.winastaywithfrey.com</a> on dates outlined below.</p> <table border="1" data-bbox="293 604 574 1110"> <thead> <tr> <th>Draw Date</th> <th>Publication Date</th> </tr> </thead> <tbody> <tr><td>12/07/22</td><td>18/07/22</td></tr> <tr><td>19/07/22</td><td>25/07/22</td></tr> <tr><td>26/07/22</td><td>01/08/22</td></tr> <tr><td>02/08/22</td><td>08/08/22</td></tr> <tr><td>09/08/22</td><td>15/08/22</td></tr> <tr><td>16/08/22</td><td>22/08/22</td></tr> <tr><td>23/08/22</td><td>29/08/22</td></tr> <tr><td>30/08/22</td><td>05/09/22</td></tr> <tr><td>06/09/22</td><td>12/09/22</td></tr> <tr><td>13/09/22</td><td>19/09/22</td></tr> <tr><td>20/09/22</td><td>26/09/22</td></tr> <tr><td>27/09/22</td><td>03/10/22</td></tr> <tr><td>04/10/22</td><td>10/10/22</td></tr> </tbody> </table>			Draw Date	Publication Date	12/07/22	18/07/22	19/07/22	25/07/22	26/07/22	01/08/22	02/08/22	08/08/22	09/08/22	15/08/22	16/08/22	22/08/22	23/08/22	29/08/22	30/08/22	05/09/22	06/09/22	12/09/22	13/09/22	19/09/22	20/09/22	26/09/22	27/09/22	03/10/22	04/10/22	10/10/22
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<p><b>Unclaimed Prizes:</b></p>	<p>Prizes must be claimed by 04/11/22 at 10:00 am AEDT. In the event of an unclaimed prize, the prize will be redrawn on 04/11/22 at 10:00 am AEDT at BECAUSE BRAND EXPERIENCE PTY LTD, 100 Harris Street, Pymont NSW 2009, Australia. The winners of the redraw will be notified by email within fourteen (14) days of the redraw. The winners will be notified publicly (and their details published) at <a href="http://www.winastaywithfrey.com">www.winastaywithfrey.com</a> on 11/11/22.</p> <p>If there are no prize winner/s or winner/s for this Promotion cannot be found, this information will be published at <a href="http://www.winastaywithfrey.com">www.winastaywithfrey.com</a>.</p>																														

1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Valid and eligible entries will be accepted during the Promotional Period.
4. Employees (and their immediate family members) of the Participating Venues, agencies/companies directly associated with the conduct of this Promotion, the Promoter, businesses involved in determination of winner/s for the Promotion, businesses involved in the management of the Promotion, any organisation benefiting from the Promotion, the Promoter's distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" 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.

5. If a prize is won by a person under the age of 18, the prize may be awarded to the winner's parent or guardian and where applicable to the prize a nominated parent/guardian must accompany any person under 18 years of age.

6. Daily Draws:

a) The daily draws will take place weekly at BECAUSE BRAND EXPERIENCE PTY LTD, 100 Harris Street, Pymont NSW 2009, Australia at 10:00 am AEST on 12/07/22, 19/07/22, 26/07/22, 02/08/22, 09/08/22, 16/08/22, 23/08/22, 30/08/22, 06/09/22, 13/09/22, 20/09/22, 27/09/22 and 04/10/22 by computerised random selection. Non-winning entries in each Daily Draw will not be entered into any subsequent Daily Draws.

Daily Draws	For Entries Received	Draw Date	
1 – 7	05/07/22 - 11/07/22	12/07/22	
8 – 14	12/07/22 -18/07/22	19/07/22	
15 – 21	19/07/22 – 25/07/22	26/07/22	
22 – 28	26/07/22 – 01/08/22	02/08/22	
29 - 35	02/08/22 – 08/08/22	09/08/22	
36 - 42	09/08/22 – 15/08/22	16/08/22	
43 - 49	16/08/22 – 22/08/22	23/08/22	
50 - 56	23/08/22 – 29/08/22	30/08/22	
57 - 63	30/08/22 – 05/09/22	06/09/22	
64 - 70	06/09/22 – 12/09/22	13/09/22	
71 - 77	13/09/22 – 19/09/22	20/09/22	
78 - 84	20/09/22 – 26/08/22	27/09/22	
85 - 90	27/08/22 - 02/10/22	04/10/22	

i) The first valid entry drawn win each Daily Draw will win the prize specified in the Schedule above.

b) The Promoter may draw reserve winners in case of ineligible or invalid entries.

c) If a draw is scheduled on the weekend or a public holiday, the draw will be conducted at the same time and location on the following business day. The Promoter will ensure each draw is open for public scrutiny and anyone may witness the draw on request. The winner of a drawn prize is determined by chance.

7. All reasonable attempts will be made to contact each winner.

8. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize.

9. Where entry is allowed by purchase or subscription, the cost of the product or service is no greater than the cost would be without the opportunity to participate in the Promotion.

10. Entrants must keep their proof of purchase specified in the How to Enter section for each entry as proof of purchase ("Proof of Purchase"). If an entrant fails to produce the Proof of Purchase for a specific entry or each entry, as and when requested by the Promoter, the Promoter has the right to invalidate the entrant's respective entry/entries for which Proof of Purchase cannot be provided and/or all entries submitted by that entrant and/or forfeit the entrant's right to a prize. Purchase receipt(s) must clearly specify: (a) the store of purchase as a Participating Venue; (b) the required product/s or service/s to be purchased for entry; and (c) that the purchase was made during the Promotional Period and prior to entry.

11. The value of the prizes is accurate and based upon the recommended retail value of the prizes (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prizes after that date.

12. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.

13. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and specification, subject to any written directions of a regulatory authority.

14. No entry fee is charged by the Promoter to enter the Promotion. Where entry is allowed online, there is no additional cost to enter the Promotion other than any cost paid by the entrant to access the website or social media platform of entry via their Internet service provider.

15. Each prize will be awarded to the person named in the entry and any entry that is made on behalf of an entrant or by a third party will be invalid. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
16. Entrants' personal information will be collected by the Promoter and Frey chocolate. Personal information will be stored on the Promoter's and Frey chocolate's databases. Frey chocolate and the Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at <https://www.woolworths.com.au/shop/discover/about-us/privacy-policy> (for Australian residents) and <https://www.countdown.co.nz/about-us/our-policies/privacy-statement> (for NZ residents). Frey chocolate's privacy policy can be found at [chocolatfrey.com.au/privacy-policy](https://chocolatfrey.com.au/privacy-policy). The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. The Promoter may transfer entrants' personal information to countries specified in the Promoter's privacy policy. Entrants acknowledge that the Promoter cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering this promotion, entrants consent to overseas transfer on these terms and agree that the Promoter is not liable for any such breach.
17. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and State/Territory/Country or postcode of residence.
18. It is a condition of accepting the prize that a winner (or their parent or legal guardian if under the age of 18) may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize. If a winner is under the age of 18, a nominated parent or legal guardian of the winner will be required to sign the legal release on the winner's behalf.
19. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
20. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Consumer Guarantees Act 1993 (NZ) and/or Fair Trading Act 1986 (NZ) and the Competition and Consumer Act 2010 (Cth).
21. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.
22. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any

other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.

23. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion or claiming a prize, the Promoter will resolve the dispute in direct consultation with the entrant. If the dispute cannot be resolved the Promoter's decision will be final.
24. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
25. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
26. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
27. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
28. Authorised under: ACT Permit No. TP 21/02178, NSW Authority No. TP/00082 and SA Permit No. T21/1961.