

## **“LILYDALE COLES PROMOTION 2024”**

### **TERMS AND CONDITIONS**

1. Information on how to enter and the prizes 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 who are individuals and are aged 18 years or over.
3. Employees (and their immediate families) of the Promoter, Participating Stores (defined below), Coles Group Limited 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 cousin.
4. Entries into the promotion open on 01/05/24 and close at 11:59pm AEST on 28/05/24 (“Promotional Period”).
5. A participating store is any in-store or online Coles Supermarket located in Australia that stocks the Eligible Products (defined below) and advertises the promotion in-store or online during the Promotional Period (“Participating Store”).
6. To be eligible to enter, individuals must, during the Promotional Period, purchase any Lilydale Free Range Chicken Product (including all Lilydale Chilled Products, Lilydale BBQ Hot Chicken and Lilydale Deli Products) (each an “Eligible Product”) from a Participating Store and obtain a purchase receipt (“Qualifying Transaction”). In the event that a purchase receipt is not provided to an entrant for their Qualifying Transaction, it is the entrant’s responsibility to obtain such receipt.
7. To enter, individuals must then, during the Promotional Period, visit <https://www.lilydalefreerange.com.au/competition>, follow the prompts to the promotion entry page, input the requested details (including but not limited to their first name, last name, valid email address, postal address, phone number and date of birth), upload a photo of their purchase receipt and submit the fully completed entry form.
8. Multiple entries are permitted, subject to the following: (a) only one (1) entry permitted in the relevant Daily Draw per Qualifying Transaction (regardless of the number of Eligible Products purchased in that Qualifying Transaction in excess of one (1)); (b) a Qualifying Transaction which has been the subject of an entry in a previous Daily Draw cannot be used to submit an entry in any other Daily Draw; and (c) each entry must be submitted separately and in accordance with entry requirements.
9. Only one (1) Major Prize and one (1) Minor Prize may be won per entrant throughout the Promotional Period (excluding SA residents).
10. Entrants must retain their original 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 relevant entries and forfeiture of any right to a prize. Purchase receipt(s) must clearly identify the Participating Store of purchase and the date on which the purchase was made, which must be during the Promotional Period but prior to the date of the relevant entry submission.
11. 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.

12. Incomplete or indecipherable entries will be deemed invalid.
13. 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.
14. There will be one (1) draw conducted for the entries received on each day of the Promotional Period, for a total of twenty-eight (28) draws ("Daily Draws"). Subject to the starting and closing time of the Promotional Period, entries into each Daily Draw will open at 12am and close at 11.59pm AEST on the dates specified in the below table. Each Daily Draw will take place at Tactics Marketing, Unit 19/8, Tilley Lane, Frenchs Forest, NSW 2086 at 12:00pm AEST on the first business day after entries close for that Daily Draw, with the first Daily Draw taking place on 02/05/24 and the last Daily Draw taking place on 29/05/24 (see table below). For the removal of doubt, no draws will be conducted during the weekend or on a public holiday in NSW. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. Winners of a Major Prize (defined below) will be notified by telephone and email and winners of a Minor Prize (defined below) will be notified by email within two (2) business days and all winners will have their names published at <https://www.lilydalefreerange.com.au/competition> on the dates/times indicated in the table below. Non-winning entries in each Daily Draw will not be entered into any subsequent Daily Draws.

<b>Draw</b>	<b>Date Entries Open</b>	<b>Date Entries Close</b>	<b>Date and time of prize draw</b>	<b>Number of winners</b>	<b>Winners published</b>
Daily Draw 1	12.00AM AEST on 01/05/24	11:59PM AEST on 01/05/24	02/05/24 at 12:00PM AEST	1 x Major Prize 8 x Minor Prize	08/05/24
Daily Draw 2	12.00AM AEST on 02/05/24	11:59PM AEST on 02/05/24	03/05/24 at 12:00PM AEST	1 x Major Prize 8 x Minor Prize	08/05/24
Daily Draw 3	12.00AM AEST on 03/05/24	11:59PM AEST on 03/05/24	06/05/24 at 12:00PM AEST	1 x Major Prize 8 x Minor Prize	08/05/24
Daily Draw 4	12.00AM AEST on 04/05/24	11:59PM AEST on 04/05/24	06/05/24 at 12:00PM AEST	1 x Major Prize 8 x Minor Prize	08/05/24
Daily Draw 5	12.00AM AEST on 05/05/24	11:59PM AEST on 05/05/24	06/05/24 at 12:00PM AEST	1 x Major Prize 8 x Minor Prize	08/05/24

Daily Draw 6	12.00AM AEST on 06/05/24	11:59PM AEST on 06/05/24	07/05/24 at 12:00PM AEST	1 x Major Prize 8 x Minor Prize	08/05/24
Daily Draw 7	12.00AM AEST on 07/05/24	11:59PM AEST on 07/05/24	08/05/24 at 12:00PM AEST	1 x Major Prize 8 x Minor Prize	08/05/24
Daily Draw 8	12.00AM AEST on 08/05/24	11:59PM AEST on 08/05/24	09/05/24 at 12:00PM AEST	1 x Major Prize 8 x Minor Prize	15/05/24
Daily Draw 9	12.00AM AEST on 09/05/24	11:59PM AEST on 09/05/24	10/05/24 at 12:00PM AEST	1 x Major Prize 8 x Minor Prize	15/05/24
Daily Draw 10	12.00AM AEST on 10/05/24	11:59PM AEST on 10/05/24	13/05/24 at 12:00PM AEST	1 x Major Prize 8 x Minor Prize	15/05/24
Daily Draw 11	12.00AM AEST on 11/05/24	11:59PM AEST on 11/05/24	13/05/24 at 12:00PM AEST	1 x Major Prize 8 x Minor Prize	15/05/24
Daily Draw 12	12.00AM AEST on 12/05/24	11:59PM AEST on 12/05/24	13/05/24 at 12:00PM AEST	1 x Major Prize 8 x Minor Prize	15/05/24
Daily Draw 13	12.00AM AEST on 13/05/24	11:59PM AEST on 13/05/24	14/05/24 at 12:00PM AEST	1 x Major Prize 8 x Minor Prize	15/05/24
Daily Draw 14	12.00AM AEST on 14/05/24	11:59PM AEST on 14/05/24	15/05/24 at 12:00PM AEST	1 x Major Prize 8 x Minor Prize	15/05/24
Daily Draw 15	12.00AM AEST on 15/05/24	11:59PM AEST on 15/05/24	16/05/24 at 12:00PM AEST	1 x Major Prize 8 x Minor Prize	22/05/24
Daily Draw 16	12.00AM AEST on 16/05/24	11:59PM AEST on 16/05/24	17/05/24 at 12:00PM AEST	1 x Major Prize 8 x Minor Prize	22/05/24
Daily Draw 17	12.00AM AEST on 17/05/24	11:59PM AEST on 17/05/24	20/05/24 at 12:00PM AEST	1 x Major Prize 8 x Minor Prize	22/05/24
Daily Draw 18	12.00AM AEST on 18/05/24	11:59PM AEST on 18/05/24	20/05/24 at 12:00PM AEST	1 x Major Prize 8 x Minor Prize	22/05/24

Daily Draw 19	12.00AM AEST on 19/05/24	11:59PM AEST on 19/05/24	20/05/24 at 12:00PM AEST	1 x Major Prize 8 x Minor Prize	22/05/24
Daily Draw 20	12.00AM AEST on 20/05/24	11:59PM AEST on 20/05/24	21/05/24 at 12:00PM AEST	1 x Major Prize 8 x Minor Prize	22/05/24
Daily Draw 21	12.00AM AEST on 21/05/24	11:59PM AEST on 21/05/24	22/05/24 at 12:00PM AEST	1 x Major Prize 8 x Minor Prize	22/05/24
Daily Draw 22	12.00AM AEST on 22/05/24	11:59PM AEST on 22/05/24	23/05/24 at 12:00PM AEST	1 x Major Prize 8 x Minor Prize	29/05/24
Daily Draw 23	12.00AM AEST on 23/05/24	11:59PM AEST on 23/05/24	24/05/24 at 12:00PM AEST	1 x Major Prize 8 x Minor Prize	29/05/24
Daily Draw 24	12.00AM AEST on 24/05/24	11:59PM AEST on 24/05/24	27/05/24 at 12:00PM AEST	1 x Major Prize 8 x Minor Prize	29/05/24
Daily Draw 25	12.00AM AEST on 25/05/24	11:59PM AEST on 25/05/24	27/05/24 at 12:00PM AEST	1 x Major Prize 8 x Minor Prize	29/05/24
Daily Draw 26	12.00AM AEST on 26/05/24	11:59PM AEST on 26/05/24	27/05/24 at 12:00PM AEST	1 x Major Prize 8 x Minor Prize	29/05/24
Daily Draw 27	12.00AM AEST on 27/05/24	11:59PM AEST on 27/05/24	28/05/24 at 12:00PM AEST	1 x Major Prize 8 x Minor Prize	29/05/24
Daily Draw 28	12.00AM AEST on 28/05/24	11:59PM AEST on 28/05/24	29/05/24 at 12:00PM AEST	1 x Major Prize 8 x Minor Prize	29/05/24

15. The Promoter's decision is final and no correspondence will be entered into.
16. The first valid entry drawn from each Daily Draw will win one (1) Thermomix® TM6® valued at \$2,579 (RRP) each ("Major Prize"). Each Major Prize includes the following: Thermomix® TM6®, simmering basket, butterfly whisk, Varoma®, measuring cup, splash guard, spatula, 6-month Cookidoo® subscription, The Basic Cookbook, instruction manual and an optional in-home demonstration. Any ancillary costs associated with the use of the Major Prize, including but not limited to additional accessories or ongoing subscription fees, are not included in the prize. Major Prize winners are responsible for establishing and maintaining at their cost any user accounts, warranty registrations, internet/network connections or other requirements necessary for the setup and ongoing use of the Major Prize. Major Prize winners will be contacted by Thermomix® directly to arrange the delivery of their prize.

17. The next eight (8) valid entries drawn from each Daily Draw will win one (1) \$200 Coles eGift Card ("Minor Prize").
18. Any ancillary costs associated with redeeming the Coles eGift Card are not included in the prize. Any unused balance of the Coles eGift Card will not be awarded as cash. Redemption of the Coles eGift Card is subject to any terms and conditions of the issuer including those specified on the Coles eGift Card.
19. Subject to the unclaimed prize draw clause, if for any reason a winner does not claim a prize by the time stipulated by the Promoter, then the prize will be forfeited and the entrant's entitlement to the prize will lapse.
20. If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize of the equal value and/or specification, subject to any written directions from a regulatory authority.
21. Total prize pool value is AUD\$117,012 (RRP).
22. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
23. A draw for any unclaimed prizes may take place on 28/06/24 at the same time and place as the original draw, subject to any directions from a regulatory authority. The winners, if any, will be notified by telephone and email within two (2) business days of the draw and their names will be published online at <https://www.lilydalefreerange.com.au/competition> on 03/07/24.
24. 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.
25. 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.
26. Any cost associated with accessing the promotional website or any QR code is the entrant's responsibility and is dependent on the Internet service provider used.
27. 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.
28. 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.

29. 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/taking of a prize.
30. 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 entrants consent to the Promoter using their PI for these purposes or any other purposes set out in its Privacy Policy. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.baiada.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 will not disclose PI to any entity outside of Australia.
31. The Promoter is Baiada Poultry Pty Limited (ABN 96 002 925 948) of 642 Great Western Highway, Pendle Hill NSW 2145, telephone 1300 137 372 ("Promoter").

**NSW Authority No. TP/03309. ACT Permit No. TP24/00305. SA Permit No. T24/238.**