

# Woolworths NetSetGO Fresh Warm Ups Social Competition

## KEY TERMS

Information on how to enter and prizes form part of these conditions. By participating, entrants agree to be bound by these conditions. Entries must comply with these conditions to be valid.

Details	
<b>Eligible Entrants</b>	<p>Entry is open to residents of Australia aged 18 years of age and over who are:</p> <ul style="list-style-type: none"><li>• parents or guardians of Woolworths NetSetGO program participants for 2022; or</li><li>• representatives of a Woolworths NetSetGO affiliated centre (<i>for example, Club Social Media Manager at Randwick Netball Association</i>).</li></ul> <p>Eligible Entrants will be notified as the winner but Prizes will be given to the relevant program participant for Woolworths NetSetGO.</p> <p>Employees (and their immediate families) of the Promoter, its related entities and any 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, brother, sister, step-brother or step-sister.</p>
<b>How to Enter</b>	<p>To enter, each entrant must, during the Entry Period:</p> <ul style="list-style-type: none"><li>• Step 1: Take a video of you and your NetSetGO team showing us your Woolworths NetSetGO Fresh Warm Up ("Video").</li><li>• Step 2: Using your own Instagram or Facebook account, upload and post the Video taken in Step 1 as a 'post' (i.e. not a story), use the hashtag #WoolworthsNetSetGO and tag @netsetgo on Instagram or @netballaustralia on Facebook. Ensure your account is set to 'public' so your Video and entry is viewable for judging. If your account is set to private (i.e only friends can see your posts), your Video will not be viewable by the Woolworths Judging panel for judging.</li></ul>
<b>Limits on Entry</b>	<p>There are no limits to the number of entries.</p>
<b>Entry Period</b>	<p>The competition commences at 09:00 am AEDT on 14 April 2022 and closes at 17:00 AEST on 3 June 2022 ("Entry Period").</p>
<b>Judging Dates</b>	<p>Judging will take place at 9:00am (AEST) on Monday 6 June, 2022 at the address of the Promoter, 1 Woolworths Way, Bella Vista NSW 2153</p> <p>All entries will be judged individually on their merits based on creativity of their Woolworths NetSetGO Fresh Warm Up. Entries will be judged by a panel of judges from Woolworths.</p> <p>The best four (4) valid entries, as determined by the judges, will receive the Prizes set out below.</p>

<b>Prize Details</b>	<p><u>Each of the 4 Prizes</u> consists of:</p> <ul style="list-style-type: none"> <li>● <b>One (1) Woolworths NetSetGO Little Leaders experience</b> for 1 NetSetGO participant for a Suncorp Super Netball Final Series Fixture (Location for the Fixture to be advised once the Final Series schedule is announced); and</li> <li>● <b>Up to eight (8) General Admission tickets</b> to the same Suncorp Super Netball Final Series Fixture (Location for the Fixture to be advised once the Final Series schedule is announced) for the other entrants featured in the winning Videos (if applicable) including any parent/guardians.</li> </ul> <p>There are 4 Prizes in total.</p> <p>Total Value of each Prize is as follows:</p> <ul style="list-style-type: none"> <li>● 1 x Suncorp Super Netball Final Series Little Leaders Experience at a Final Series Fixture = \$1,000.00</li> <li>● Up to 8 x General Admission tickets to the Suncorp Super Netball Final Series = Maximum of \$480.00 (\$60.00 per ticket).</li> </ul> <p>All prize values are correct as at 25 March 2022 and are in Australian Dollars. To the extent permitted by law, no responsibility is accepted by the Promoter for any variation in the value of the prize after that time.</p>
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<b>Prize Limitations</b>	<p>Any ancillary costs for travel, accomodation, meals, insurance etc not listed in the Prizes above are the sole responsibility of the winner as incurred.</p> <p>The winners must be able to attend the below fixtures:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th><b>Finals Series Fixture</b></th> <th><b>Date/Time</b></th> <th><b>Cut-off Date</b></th> </tr> </thead> <tbody> <tr> <td>Major Semi Final</td> <td>Saturday 18th June - 19:00 AEST</td> <td>Thursday 16th June</td> </tr> <tr> <td>Minor Semi Final</td> <td>Sunday 19th June - 16:00 AEST</td> <td>Thursday 16th June</td> </tr> <tr> <td>Preliminary Final</td> <td>Saturday 25th June - 19:00 AEST</td> <td>Thursday 23rd June</td> </tr> <tr> <td>Grand Final</td> <td>Saturday 2nd July - 19:00 AEST</td> <td>Thursday 30th June</td> </tr> </tbody> </table> <p>If for any reason a winner does not confirm their acceptance of the Prize (or an element of the Prize) by the Cut-off Date stipulated in the table above, then the Prize (or that element of the prize) will be forfeited and will not be redeemable for cash.</p> <p>The Prize is a single event for the winner (and their guests) and cannot be separated into separate events or components. Location details for the Final Series fixture will be provided at a later time when the Final Series schedule is finalised.</p> <p style="text-align: center;">-</p>	<b>Finals Series Fixture</b>	<b>Date/Time</b>	<b>Cut-off Date</b>	Major Semi Final	Saturday 18th June - 19:00 AEST	Thursday 16th June	Minor Semi Final	Sunday 19th June - 16:00 AEST	Thursday 16th June	Preliminary Final	Saturday 25th June - 19:00 AEST	Thursday 23rd June	Grand Final	Saturday 2nd July - 19:00 AEST	Thursday 30th June
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<b>Notification of Winners</b>	<p>Winners agree to being notified in writing via direct message through their social media account (either Instagram or Facebook) used to enter the competition by no later than 10 June, 2022.</p> <p>The names of winners may also be published on the Woolworths NetSetGO and Netball Australia Instagram and/or Facebook pages and the Netball Australia website.</p>
<b>Unclaimed prizes</b>	<p>If any prize remains unclaimed in accordance with these Terms and Conditions or is otherwise forfeited, despite the Promoter making all reasonable efforts to notify a winner or because a winning entry does not comply with these Terms and Conditions, the Promoter may deem any winner as ineligible to receive the respective prize.</p> <p>The Promoter may dispose of the prizes as they see fit or award them to the next best entry. The Promoter has full discretion to hold another judging period to select the next best entry</p>

#### FURTHER DETAILS

1. If consumers are required to upload a video to enter, entrants must adhere to the following conditions:
  - a. by submitting a video, entrants agree to the video being made available for public viewing;
  - b. any person depicted in a video uploaded must be decently dressed and presented;
  - c. all videos are subject to the approval of the Promoter. The Promoter reserves the right to vet all entries at any time and reserves the right to request the removal of any entries from any Platform or such websites at any time in its absolute discretion. However, the Promoter is not responsible for any videos uploaded to any Platform (as defined in clause 13) or website and visitors to the site view it at their own risk;
  - d. entrants must own the copyright in the video uploaded or be entitled and have permission to use the video in the manner contemplated by these terms, including use of the video for promotional purposes in accordance with clause 18;
  - e. the entrant has the permission of each other person featured in the Video, or, if any other person is under the age of 18, the permission of their parent or legal guardian, to enter the Video in accordance with these terms and conditions, including consent to each condition in this clause 1; and
  - f. entrants must notify each other person featured in the Video, or, if any other person is under the age of 18, that person's parent or legal guardian, of the Promoter's privacy policy (available at <https://www.woolworths.com.au/Shop/Discover/about-us/privacy-policy>) and each person or parent or legal guardian (as the case may be) has agreed to that privacy policy.
  
2. If the winner of a prize is under 18 years of age, the prize will be awarded to winner's parent or legal guardian.
  
3. Entries must be received by the Promoter during the Entry Period. Entries received after the close of the Entry Period will not be accepted.

4. This competition is a game of skill. Chance plays no part in determining the winner(s). The judges' decision is final and binding – no correspondence will be entered into.

5. Except as expressly provided otherwise in the Key Terms, all ancillary costs including but not limited to insurance, taxes (excluding GST), meals, drinks, transport, transfers, spending money, fuel, oil and services costs, safety gear to comply with state and territory regulations, in-room charges and any and all other expenses incurred as a consequence of receiving the prize are the sole responsibility of the winner.

6. Prizes are not transferable and are not redeemable for cash. In particular, prizes may not, without the prior consent of the Promoter and any applicable third party supplier of the prize

("Supplier"), be resold or offered for resale at a premium (including via online auction sites) or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services. If a prize is sold or used in breach of this condition, the Promoter or the Supplier may, at their absolute discretion, withdraw the prize(s). Where a prize has been withdrawn in accordance with this clause, no refund, substitute or compensation will be offered and if the prize is a ticket, the winner and any person has purchased or otherwise bears that ticket will be refused entry.

7. The Promoter accepts no responsibility for late, lost or misdirected entries or other communications. The Promoter assumes no responsibility for any failure to receive an entry or

for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches, theft or destruction, any cause beyond the Promoter's control, or unauthorised access to or alteration of the competition. If such problems arise, then the Promoter may modify, cancel, terminate or suspend the competition. Further, the Promoter at its sole discretion may recommence this competition under the same conditions.

8. If any prize becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a prize of equal or greater value.

9. All reasonable attempts will be made to contact the winners. If a winner does not claim their prize within seven (7) days of being notified, their entry will be deemed invalid and the Promoter may award their prize to the next best entry determined by the judges.

10. If an entrant's contact details change at any time after the date at which they enter the competition and the date on which the prizes are drawn, that entrant must notify the Promoter of their correct contact details immediately.

11. The Promoter reserves the right to request verification of age, identity, residential address of winners and any other information from entrants relevant to entry into or participation in this competition. Verification is at the discretion of the Promoter, whose decision is final. The Promoter reserves the right to disqualify any individual who provides false information, fails to provide information, is in breach of these conditions,

provides entries that are offensive or otherwise inappropriate in the sole opinion of the Promoter, conspires with others to gain an unfair advantage or who is otherwise involved in any way in manipulating, interfering or tampering with the conduct of this competition, or who has engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the competition. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

12. If consumers are required to purchase a product to enter, then it is a condition of the prize being awarded to the winner that the winner retain a clear copy of their original receipt and provide it to the Promoter as proof of a valid purchase to enter this competition.

13. The Promoter shall not be liable for any loss, damage or injury suffered or sustained (even if caused by negligence) as a result of accepting and/or using a prize or in relation to the competition, except for any liability which cannot be excluded by law.

Any prize supplied by a third party supplier is subject to the terms and conditions of that third party supplier. The Promoter is not responsible or liable for any loss, damage or injury suffered by any winner as a result of the conduct of any third party supplier or otherwise as a result of the winner accepting and/or using a prize (even if caused by negligence), except for any liability which cannot be excluded by law. Nothing in these conditions restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the *Competition and Consumer Act 2010* (Cth).

14. If in the conduct of this competition, the Promoter is liable for a breach of any guarantee, warranty, condition or other term that applies under the *Competition and Consumer Act 2010* (Cth) or is implied by any other commonwealth, state or territory law that cannot by law be excluded, the Promoter's liability under that legislation is limited, to the extent permitted by law, to the cost of replacement of any benefit or prize won.

15. Without limiting the previous paragraph, the Promoter and its associated agencies and companies will not be liable for any damage, loss or delay in transit to the prize.

16. Before the prize is awarded, the winner and any other person(s) sharing the prize with the winner may be required to sign an agreement to release the Promoter from any liability arising from the use or participation in the prize.

17. Entrants consent to the Promoter using their name, image and/or voice in the event that they are a winner in any media (such as through re-posting on the Promoter's or partners social media channels or pages) for an unlimited period of time without remuneration for the purpose of promoting this competition (including any outcome) and/or promoting any products manufactured, distributed and/or supplied by the Promoter.

18. Entrants confirm and promise that their entry is original and does not infringe the intellectual property rights of any third party. If the entry or any part of the entry is provided to the entrant by a third party, the entrants warrant that they have obtained the relevant copyright and other intellectual property rights permission to submit the entry for the purposes of this competition. Further, entrants agree that the Promoter has an unrestricted, irrevocable, transferable, divisible right and licence to use and modify their entry (including but

not limited to amending, editing, selecting, cropping, retouching, adding to or deleting from any part of the submitted entry) for the purposes of the Promoter's business including for promotional purposes without the payment of any further fee or compensation. If requested by the Promoter, the entrant agrees to sign any further documentation required by the Promoter to give effect to this arrangement. To the extent permitted by law, entrants unconditionally and irrevocably consent to any act or omission that would otherwise infringe any moral rights in their entry. Entrants agree to indemnify the Promoter, its associated agencies against all losses, damages, claims and costs by third parties arising out of, connected to or resulting from a breach of the warranty set out in this condition.

19. If entry is via Facebook, Twitter or Instagram, "**Platform**" means Facebook, Twitter or Instagram as applicable.
  - a. Entrants acknowledge that use of the Platform is subject to the terms and conditions of that Platform. The Promoter is not responsible or liable for any loss, damage or injury suffered by any entrant as a result of the conduct of any of the Platforms, including the decision of any Platform to remove or not remove any Videos, except for liability which cannot be excluded by law.
  - b. In particular, the thoughts and views expressed on each of the Platforms, are only the thoughts and views of the individual that posted them. They are not representative of the opinions of the Promoter, nor does the Promoter confirm, guarantee or warrant the accuracy, completeness or usefulness of any post. This competition is in no way sponsored, endorsed or administered by or associated with any Platform. It is a condition of entry that each entrant grants a complete release to Facebook and Instagram from any claims that they now have or may have in the future which relate to or are incidental to this competition.
  
20. Entries remain the property of the Promoter. Details from entries, or if an entrant's Woolworths Rewards card was scanned or used as part of a condition of entry, the personal information of such entrant, will be collected and used for the purposes of conducting this competition (which may include disclosure to third parties, the Promoter's related bodies corporate, agencies and contractors (including call centres, advertising agencies and direct mail houses) for the purpose of processing and conducting the competition) and for promotional purposes, public statements and advertisements surrounding this competition. For the purposes of public statements and advertisements, the Promoter will only publish the winner's surname, first initial and state of residence. By entering this competition entrants consent to the use of their information as described and agree that the Promoter may use this information, or disclose it to other organisations that may use it, in any media for future promotional purposes without any further reference or payment to the entrant. The Promoter is bound by the Australian Privacy Principles contained in the *Privacy Act 1988* (Cth). A copy of the Promoter's privacy policy can be viewed on [www.woolworths.com.au](http://www.woolworths.com.au). Entrants may access, change and/or update their personal information by contacting the Promoter on 1300 908 631 during office hours or contact the Promoter in writing at [privacy@woolworths.com.au](mailto:privacy@woolworths.com.au).
  
21. These conditions are governed by the laws of New South Wales.
  
22. The Promoter is Woolworths Limited (ABN 88 000 014 675) of 1 Woolworths Way, Bella Vista NSW 2153.