

“ENERGIZER CHRISTMAS WOOLWORTHS” PROMOTION

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 NSW, VIC, SA, WA and QLD residents aged 18 years or over.
3. Employees (and their immediate families) of the Promoter, Woolworths Supermarkets 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. The promotion commences on 12/11/2017 and ends at 6:00pm AEDST on 24/12/2017 (“**Promotional Period**”).
5. There will be one (1) four (4) hour activation held across forty five (45) participating Woolworths Supermarkets in NSW, VIC, SA, WA and QLD (each an “**Activation**”). A full list of Activation locations and dates are outlined in Schedule A below. An Energizer brand ambassador and an Energizer Mascot will be present at each Activation.
6. To enter, an eligible individual must during the Promotional Period, undertake the following steps:
 - Visit a participating Woolworths Supermarket and locate the Activation;
 - In accordance with the Energizer brand ambassador’s instructions, and using the tablet device provided, input the requested details including their full name, email address and phone number; and then
 - With the exception of Activations in SA, spin the wheel on the tablet device to reveal if they are an instant winner of a prize. There will be three (3) possible outcomes after spinning the wheel as follows: “Winner”, ‘You are not a winner” or “Spin Again”. For all Activations in SA, entrants will be required to spin a manual wheel to reveal if they are an instant winner of a prize. There will be three (3) possible outcomes after spinning the manual wheel as follows: “Winner”, ‘You are not a winner” or “Spin Again”. For clarity, Activations in each State/Territory will end once all prizes for that Activation have been won.
7. Each entrant will be notified instantly, either via the tablet or the manual spinning wheel, whether or not they are an instant winner, if they are not an instant winner or if they are able to spin again. Entrants that land on “Winner” will be deemed a winner of an instant prize and will be provided their prize on the spot at the time of receiving their winner notification. Entrants that land on

“Spin Again” will be instructed to have another turn and spin the wheel again for the chance to win an instant prize. Entrants that land on “You are not winner” will not win a prize and will not be able to have another turn.

8. 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.
9. Incomplete or indecipherable entries will be deemed invalid.
10. Subject to clause 7, only one (1) entry is permitted per person.
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. The Promoter’s decision is final and no correspondence will be entered into.
13. There will be six (6) instant win prizes to be won randomly across each four (4) hour Activation. There will be a total of two hundred and seventy (270) instant win prizes to be won. Each instant win prize is a \$20 Woolworths Gift Card.
14. Any ancillary costs associated with redeeming a Woolworths Gift Card are not included. Any unused balance of a Woolworths Gift Card will not be awarded as cash. Redemption of a Woolworths Gift Card is subject to any terms and conditions of the issuer including those specified on the Woolworths Gift Card.
15. If for any reason a winner does not take or redeem a prize at the time stipulated by the Promoter, then the prize will be forfeited.
16. 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.
17. Total prize pool value is \$5,400. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
18. 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.

19. 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.
20. Quality control errors will not invalidate an otherwise valid prize claim. Unless otherwise due to fraud or ineligibility under these Terms and Conditions, all prize claims in excess of the advertised prize pool will be honoured. Instant win game materials void if stolen, forged, mutilated or tampered with in any way.
21. 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 (Cth), as well as any other implied warranties under the ASIC Act (Cth) 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.
22. 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) if an Activation is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a winner or entrant; or (g) use of a prize.
23. 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 at <http://www.energizerholdings.com/en/pages/privacypolicy.aspx>. 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 entrant's PI of instant winners any entity outside of Australia.

24. The Promoter is Energizer Australia Pty Ltd (ABN 91 003 539 026) of 1 Figtree Drive Sydney Olympic Park NSW 2127, telephone 02 9763 6111

NSW Permit No. LTPS/17/19330

SA Permit No. T17/2132

SCHEDULE A

	Store Name	Activation date
NSW	Woolworths Erina	12-Nov
NSW	Woolworths Hornsby	3-Dec
NSW	Woolworths St Ives	18-Nov
VIC	Woolworths Ashwood	18-Nov
NSW	Woolworths Gordon	19-Nov
NSW	Woolworths Macquarie Centre	19-Nov
VIC	Woolworths Malvern	19-Nov
NSW	Woolworths Lane Cove	25-Nov
VIC	Woolworths Camberwell	25-Nov
VIC	Woolworths Canterbury Gardens	25-Nov
QLD	Woolworths Booval	25-Nov
QLD	Woolworths Yamanto	25-Nov
WA	Woolworths Rockingham city	25-Nov
NSW	Woolworths Neutral Bay	26-Nov
NSW	Woolworths Northbridge	26-Nov
VIC	Woolworths Balwyn	26-Nov
VIC	Woolworths Kew	26-Nov
QLD	Woolworths Kenmore	26-Nov
SA	Woolworths Glenelg	26-Nov
SA	Woolworths Marion	26-Nov
WA	Woolworths Karrinyup	26-Nov
NSW	Woolworths Warringah Mall	2-Dec
QLD	Woolworths Warner	2-Dec
SA	Woolworths Cumberland Park	2-Dec
WA	Woolworths Whitfords city	2-Dec
NSW	Woolworths Mona Vale	3-Dec
VIC	Woolworths Eltham	3-Dec
VIC	Woolworths St Helena	3-Dec
QLD	Woolworths Forest Lakes	3-Dec
SA	Woolworths Mawson Lakes	3-Dec
WA	Woolworths Kingsway	3-Dec
NSW	Woolworths Double Bay	9-Dec
NSW	Woolworths Marrickville Metro	10-Dec
NSW	Woolworths Caringbah	16-Dec
NSW	Woolworths Miranda	16-Dec
QLD	W Woolworths Carindale	20-Dec

NSW	Woolworths Plumpton	21-Dec
NSW	Woolworths St Clair	21-Dec
VIC	Woolworths Chirnside Park	21-Dec
VIC	Woolworths Eastland	21-Dec
QLD	Woolworths Nambour	21-Dec
VIC	Woolworths Ferntree Gully	22-Dec
QLD	Woolworths Currimundi	22-Dec
QLD	Woolworths Kawana Waters	22-Dec
NSW	Woolworths Revesby	24-Dec