

“START YOUR DAY THE SPECIAL WAY” WITH NUTELLA & De’LONGHI PROMOTION

CONDITIONS OF ENTRY

1. Information on how to enter, mechanics of entry and prizes form part of these Conditions of Entry. Entry into the promotion is deemed acceptance of these Conditions of Entry. Entry is via Internet only.
2. Participation in this promotion 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 participate. 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. Promotion commences 01/09/2021 and closes at 11:59pm AEDT on 09/11/21 (“**Promotional Period**”).
5. To enter, entrants must undertake the following steps during the Promotional Period:
 - a. Purchase any specially marked jar of Nutella from any supermarket in Australia or New Zealand (“**Qualifying Purchase**”). The lid of each specially marked jar of Nutella will feature a sticker with a scratch panel, which once scratched, will reveal a unique code (“**Unique Code**”);
 - b. Scratch the panel to reveal the Unique Code and then visit www.nutella.com/win (“**Promotional Website**”) and follow the prompts to the promotional entry page;
 - c. Input the requested details (including full name, year of birth, a valid email address, phone number, the supermarket in which the specially marked jar of Nutella was purchased, residential address and Unique Code);
 - d. Check the box consenting to personal information being stored and managed in accordance with the Privacy Act 1988 (Cth) and the Promoter’s privacy policy; and
 - e. Submit the fully completed online entry form (each an “**Entry**”).

Individuals who make a Qualifying Purchase at any Woolworths supermarket or Woolworths Metro store and indicate this in their online entry form will receive one (1) bonus Entry into the exclusive Woolworths prize draw, in addition to their Entry into the next regular draw, depending on date and time of Entry submission. For the avoidance of doubt, purchases made at Woolworths service stations are not eligible for this promotion.

6. Entrants must retain a copy of their purchase receipt(s) for all entries as proof of purchase. The entrant may be asked to provide receipts for all Entries. 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, date of purchase and products purchased.

7. Multiple entries permitted, subject to the following: (a) only one (1) Entry (and if applicable, one (1) bonus Entry into the Woolworths draw) permitted per Qualifying Purchase; (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 codes will be deemed invalid and (f) a maximum of two (2) Entry submissions per person per day is permitted (to be validated by email address and any other means determined by the Promoter, acting reasonably). For the avoidance of doubt, if multiple specially marked jars of Nutella are purchased in a single Qualifying Purchase, the entrant is only entitled to one (1) Entry (and if applicable, one (1) bonus Entry into the Woolworths draw) for that Qualifying Purchase.
8. Entries will be deemed accepted at the time of receipt by the Promoter and not at the time of transmission. Entries received will be considered final by the Promoter. Incomplete, indecipherable, inaccurate, erroneous, ineligible or incomprehensible Entries will be deemed invalid. The Promoter accepts no responsibility for late, lost or misdirected Entries. Contact details entered incorrectly by an entrant on their entry form will deem their Entry invalid.
9. 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.
10. Costs associated with accessing the Promotional Website remain an entrant's responsibility and may vary depending on the Internet service or telecommunications provider used.
11. The use of any automated entry software or any mechanical, electronic or other means that allows an entrant to automatically enter repeatedly is prohibited and will render all Entries submitted by that entrant invalid.

DRAW

12. There will be eleven (11) draws conducted for this promotion – ten (10) regular draws and one (1) Woolworths draw. Entries open for each draw at 12:01am AEST/AEDT (as applicable based on NSW time) and close for each draw at 11:59pm AEST/AEDT (as applicable based on NSW time) on the dates specified in the table below. All draws will take place at Anisimoff Legal, Suite 5, Erina Plaza, 210 Central Coast Highway, Erina NSW 2250 at 11:00am AEST/AEDT (as applicable based on NSW time) on the dates specified in the table below, in the presence of an independent scrutineer. Un-drawn Entries in each regular draw will be entered into any subsequent regular draws. The Woolworths draw will only be drawn from Entries submitted by entrants for making a Qualifying Purchase at any Woolworths supermarket or Woolworths Metro store. Winners will be notified in writing within two (2) business days of the draw and published at www.nutella.com/win from the dates specified in the table below.

Draw	Entries open	Entries close	Draw date	Publication date
1	1/09/2021	7/09/2021	9/09/2021	13/09/2021
2	8/09/2021	14/09/2021	16/09/2021	20/09/2021
3	15/09/2021	21/09/2021	23/09/2021	27/09/2021
4	22/09/2021	28/09/2021	30/09/2021	05/10/2021
5	29/09/2021	5/10/2021	7/10/2021	11/10/2021
6	6/10/2021	12/10/2021	14/10/2021	18/10/2021
7	13/10/2021	19/10/2021	21/10/2021	25/10/2021
8	20/10/2021	26/10/2021	28/10/2021	01/11/2021
9	27/10/2021	2/11/2021	4/11/2021	08/11/2021
10	3/11/2021	9/11/2021	11/11/2021	15/11/2021
Woolworths Draw	1/09/2021	9/11/2021	11/11/2021	15/11/2021

13. The Promoter may draw additional reserve entries and record them in order in case an invalid Entry or ineligible entrant is drawn. In the event of an invalid Entry or an ineligible entrant, or if the entrant is ineligible to accept or declines the prize, the prize will be awarded to the first reserve Entry drawn for that draw.

14. In each regular draw, fifty (50) eligible Entries will be randomly drawn. Each Entry drawn will win one (1) De'Longhi breakfast collection valued at AUD\$767. Prize includes:

- 1x De'Longhi Dedicca Metallics Espresso maker (EC785BG) valued at \$459;
- 1x De'Longhi Icona Metallics 4-slot toaster (CTOT4003BG) valued at \$169; and
- 1x De'Longhi Icona Metallics kettle (KBOT2001BG) valued at \$139

There will be a total of five hundred (500) De'Longhi breakfast collections awarded. Colour of breakfast collection is set at "Beige" however if the colour is not available, another colour range will be proposed from availabilities.

15. In the Woolworths draw, two hundred (200) eligible Entries will be randomly drawn. Each Entry drawn will win one (1) Eftpos Gift Card valued at \$50.

GENERAL

16. The Promoter's decision is final, and no correspondence will be entered into.

17. Total Prize pool is AUD \$393,500.
18. Prizes are not transferable or exchangeable and cannot be taken as cash.
19. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a prize by the time stipulated by the Promoter, then the prize will be forfeited.
20. The Promoter may conduct a further unclaimed draw (or draws, if required) at the same time and place as the original draws as is necessary on 11/02/2022 in order to distribute any remaining prizes that are won, but unclaimed, subject to any written directions of any regulatory authority. The winners (if any) will be notified in writing by email within two (2) business days of the draw. All reasonable steps to notify a winner of the results of the unclaimed prize draw(s) will be taken by the Promoter. Winners' names will be published at www.nutella.com.win from 15/02/2022.
21. Entrants can only enter in their own name. Entrants who provide incorrect, misleading or fraudulent information are ineligible to participate in the promotion and all Entries of an entrant who is deemed by the Promoter to have provided incorrect, misleading or fraudulent information may, at the discretion of the Promoter, be deemed invalid. The Promoter reserves the right to request the entrant produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the entrant's identity, age, residential address, eligibility to enter and claim a prize, and any information submitted by the entrant in entering the promotion, before issuing a prize. If any documentation required by the Promoter is not received by the Promoter (or its nominated agent) or an entrant or Entry has not been verified or validated to the Promoter's (or its nominated agent's) satisfaction then all the Entries of that entrant may be ineligible and deemed invalid.
22. 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.
23. A prize will only be awarded following any winner validation and verification that the Promoter, or its nominated agents, requires in their sole absolute discretion.
24. As a condition of entering this promotion, each entrant consents to, in the event they are a winner, the Promoter using the entrant's name, locality (including suburb and State or Territory of residence), likeness, image and/or voice (including photograph, film and/or recording of the same) in any media worldwide

for an unlimited period of time without further notification, remuneration or compensation for the purpose of promoting, publicising or marketing the promotion (including any outcome), and/or promoting any products or services manufactured, distributed and/or supplied by the Promoter. The entrant agrees that, in the event they are a winner, the entrant will participate in all reasonable promoted activities in relation to the promotion as requested by the Promoter and its agents and sign any additional documents reasonably required by the Promoter to give effect to this condition.

25. If a prize or element of a prize becomes unavailable, for any reason beyond the Promoter's reasonable control, then the Promoter, in its discretion, reserves the right to substitute the prize (or prize element) with a comparable prize or prize element of equal or greater value and/or specification, subject to any written directions of any regulatory authority.
26. If the promotion is interfered with in any way or is not capable of running as planned for any reason beyond the reasonable control of the Promoter, including because of war, terrorism, pandemic, state of emergency or disaster (including natural disaster), infection by computer virus, bugs, tampering, unauthorised intervention, technical failures, directions of regulators or industry self-regulatory bodies or any which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) to cancel, terminate, modify or suspend the promotion, subject to any written directions of any regulatory authority.
27. 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.
28. 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/taking of a prize.

29. Any attempt to cause malicious damage or interference with the normal functioning of the Promotional Website, or the information on the Promotional Website, or to otherwise undermine the legitimate operation of this promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law. If the Promoter suffers loss or incurs any costs in connection with any breach of these Conditions of Entry or any other legal obligation by an entrant, the entrant agrees to indemnify the Promoter for those losses, damages and costs.

PRIVACY

30. The Promoter collects personal information (“Personal Information”) about entrants 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 may be viewed at <https://www.nutella.com/en/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. If the Personal Information requested is not provided, the entrant cannot participate in the promotion and is deemed ineligible. An entrant also agrees that the Promoter may publish or cause to be published the entrant name and locality in any media, as required under the relevant Australian State or Territory lottery legislation.

31. Entrants can gain access to, update or correct any of their Personal Information held by the Promoter by contacting the Promoter’s Privacy Officer at +61 (02) 9409 8805. All Personal Information will be stored by the Promoter in accordance with the Promoter’s Privacy Policy. A copy of the Promoter’s Privacy Policy in relation to the treatment of Personal Information collected may be obtained at <https://www.nutella.com/en/au/privacy-policy>. Unless otherwise indicated by the Promoter, the Promoter may disclose PI to entities outside of Australia (for a list of the countries, see the Promoter’s Privacy Policy), and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering the promotion entrants consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that the Promoter is not liable in this regard.

32. Promoter: Ferrero Australia (ABN 29 001 249 261) of Level 36,100 Miller Street, North Sydney NSW 2060; telephone: +61 (02) 9409 8800.

NSW Authority No. TP/00495 ACT Permit No. TP21/00339 SA Permit No. T21/316