

SMITH'S SPIN TO WIN STORE EVENT PROMOTION (BLANKET T&CS)

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 aged 18 years or over.
3. Employees (and their immediate families) of the Promoter, this Participating Store 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. This promotion is limited to retail stores in New South Wales that have been invited by the Promoter to participate ("Participating Store").
4. Promoter: The Smith's Snackfood Company Pty Ltd (ABN 31 057 976 940) of Tower A, Level 4, 799 Pacific Highway, Chatswood NSW 2067, telephone 02 9951 1799.

Promotional Period and Activation

5. In NSW, the Promotional Period commences for each Participating Store in accordance with the dates and times listed on the schedule on the website or while stocks of Smith's Chips products last in this Participating Store ("**Promotional Period**"). All Participating Store promotions will be conducted during the period between 00.01 AEDT on 24/04/2019 and 23.59 AEST on 01/06/2019.
6. There will be one (1) x four (4) hour activation period held for this Participating Store during the Promotional Period which will commence and close at the time and date detailed on the promotional materials displayed for that Participating Store ("**Activation**"). For the sake of clarity, an Activation will end at the completion of the four (4) hour Activation period or once all prizes have been won, whichever occurs first.
7. **Each entrant must be present with their purchase receipt at Smith's Chips Wheel location, situated near the relevant Participating Store, during the Activation to participate.**
8. Two (2) Promotion representatives will be present at the Activation for each Participating Store.

How to Enter

9. To enter, individuals must complete the following steps during the Promotional Period:
 - a) Purchase any pack of Smith's Chips listed in Schedule 1 below instore from this Participating Store during the Promotional Period and **retain receipt** ("**Qualifying Purchase**"). In the event a purchase receipt is not automatically provided to them, it is the individual's responsibility to request one.;
 - b) **During the Activation**, head to Smith's Chips Wheel location, situated near the relevant Participating Store, and then enter the promotion, by showing the Qualifying Purchase receipt and registering the requested details on the

device provided by a Promotion representative to hold their place in the queue to spin the Smith's Chips wheel (this may include their full name, mobile telephone number, date of birth, their full Qualifying Purchase receipt number).

I. PLEASE NOTE:

- i. Registration does not guarantee a spin of the wheel, subject to entrant/entry validation and available time to spin the wheel during Activation;**
 - ii. Promotion representatives may stop registration if they consider that the maximum number of individuals who may spin the Smith's Chips wheel during the Activation may be exceeded;**
 - iii. If the wait to spin the wheel is long individuals may come back at a later time during the Activation. However, if an individual's spot is called and they are not present they will forfeit their spot and their chance to spin the Smith's Chips wheel during the Activation.;**
- c) During the Activation**, once their spot in the queue has been called individuals must follow the instructions of the Promotional staff members to spin the Smith's Chips wheel. The Smith's Chips wheel will have landing slots each representing a prize available to be won, as listed in clause 13. **Once the spinning wheel stops at a particular landing slot, the entrant will win the prize represented in that landing slot. The wheel must make a minimum of one (1) full revolution before coming to a stop.** Entrants will then be provided their prize on the spot or as described in clause 16.

- 10. Spin the Smith's Chips Wheel during Activation:** The spinning wheel during the Activation for each Participating Store will contain sixty (60) landing slots, each representing an instant prize as detailed in clause 13 below. Once a Gift Card prize has been won, that specific Gift Card prize will be removed from that landing slot and replaced with a Smith's Chips prize. The Activation will continue until all prizes have been awarded or until the end of the four (4) hour Activation period, whichever occurs first.
- 11. Entry Limit:** Only one (1) entry is permitted per person.
- 12. Entrants must retain their purchase receipt as proof of purchase.** Failure to produce the proof of purchase when requested may, in the absolute discretion of the Promoter, result in invalidation of an entrant's entries and forfeiture of any right to a prize. Purchase receipt must clearly specify the store of purchase and that the purchase was made during the Promotional Period but prior to entry.
- 13. Winner Notification & Publication:** Entrants will be notified of their win in person immediately after spinning the Smith's Wheel. Name and suburb of \$500 Gift Card winner will be published on www.smithsfortune.com.au from 07/06/2019.

Prizes

- 14.** There are up to 180 instant prizes available to be won for each Participating Store, which will be awarded according to clause 10 above:
 - (a) 1 x \$500 Gift Card;
 - (b) 10 x \$50 Gift Card;
 - (c) 40 x \$20 Gift Card; and
 - (d) 129 x Smith's Chips 170g or Smith's Chips Limited Edition Flavour 150g (RRP \$3.29 each), subject to availability of variety.

Any ancillary costs associated with redeeming a prize are not included. Any unused balance of a Gift Card prize will not be provided as cash.

15. **Total Prize Pool for each Participating Store:** up to \$2,224.41.

Prize Specific Conditions

16. For the removal of doubt, **the Smith's Chips 170g or Smith's Chips Limited Edition Flavour 150g prizes cannot be used to enter any other promotion.**
17. The \$500 Gift Card will be mailed, by the Promoter within twenty-eight (28) days of prize validation, to the Australian mailing address provided by the winner at the time of winner notification. A signature on delivery may be required. To the extent permitted by law, once any prize has left the Promoter's (or supplier's) premises, the Promoter will not be responsible for any delay in delivery, loss or damage to the prize.
18. The Gift Card prizes will be redeemable at the retailer where the Qualifying Purchase was made. For example: for a Qualifying Purchase made at Coles the winner will receive a Coles Gift Card redeemable at any Coles store; for a Qualifying Purchase made at Woolworths the winner will receive a Woolworths Gift Card redeemable at any Woolworths store; for a Qualifying Purchase made at any other store the winner will receive a Giftcard Planet Gift Card redeemable anywhere where eftpos is accepted; In the event a Gift Card cannot be provided for the retailer where the Qualifying Purchase was made the winner will receive a Giftcard Planet Gift Card of the same value.
19. Gift Card prizes are subject to terms and conditions as imposed by the issuer, including period of validity. Once awarded, the Promoter shall not be liable for any gift card that has been lost, stolen, forged, damaged or tampered with in any way or are not activated or used before the stated expiry date. The terms and conditions for each type of Gift Card prize are available via the following links:
<https://www.giftcards.com.au/Gift-Card-Terms-of-Use.aspx>
<https://everydaygiftcards.com.au/media/static/Docs/WISHGIFTCARDTnCs.pdf>
<http://www.giftcardplanet.com.au/eftpos-cardholder-terms>
20. Subject to the unclaimed prize draw clause, if for any reason a winner does not take / redeem a prize (or an element of the prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
21. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
22. In the event of any unclaimed or forfeited prizes for this Participating Store, the prizes will be randomly distributed to customers of the Participating Store in the absolute discretion of the Promoter.
23. 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.

General

24. The Promoter's decision is final and no correspondence will be entered into.
25. 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.
26. 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.
27. As a condition of accepting a prize, each prize winner may be required to, at the Promoter's request, participate in promotional activity (such as publicity and photography) surrounding the winning of the prize, free of charge, and they 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.
28. 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.
29. Quality control errors will not invalidate an otherwise valid prize claim.
30. 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 2010, as well as any other implied warranties under the ASIC Act 2001 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.
31. 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 a prize.

32. Entry is conditional on providing the requested details. The information entrants provide will be used by the Promoter for the purpose of conducting this Promotion. By entering/submitting a vote in this Promotion, entrants/voters consent to the storage of their personal information on the databases of the Promoter and its related bodies corporate and the Promoter and its related bodies corporate may use this information for future promotional and marketing purposes regarding their products and services including (where the entrant has opted in) contacting entrants via electronic messaging. The Promoter may disclose entrants'/voters' personal information to its contractors and agents to assist in conducting this Promotion or communicating with entrants and to Australian regulatory authorities. Entrants can read the Promoter's Privacy Policy at <https://www.smiths.com.au/assets/PepsiCo-Australian-Privacy-and-Credit-Reporting-Policy-December-2014-72bf6e0725d535527672d7a6b67309aa7feda4a4207e8e87864491f249e29f9c.pdf>. The Privacy Policy contains details of how entrants may complain about a breach of the Australian Privacy Principles and how those complaints will be dealt with. Entrants can request access, updates and corrections to their personal information or opt-out by contacting our privacy officer at consumer.cic@pepsico.com or 1800 025 789. Personal information collected from entrants/voters may be disclosed overseas, see the Promoter's Privacy Policy for a list of countries where personal information may be disclosed.
33. Unless the contrary intention appears, a reference in these Terms and Conditions or in any advertisement relating to this Promotion to 'dollars' or '\$' is a reference to the lawful currency of Australia.

NSW Permit No. LTPM/19/04220

Schedule 1 – Participating Smith’s Chips Products

	Product Description
1.	SMITH’S CRINKLE CUT ORIGINAL 27G
2.	SMITH’S CRINKLE CUT SALT & VINEGAR 27G
3.	SMITH’S CRINKLE CUT BBQ 45G
4.	SMITH’S CRINKLE CUT CHEESE & ONION 45G
5.	SMITH’S CRINKLE CUT CHICKEN 45G
6.	SMITH’S CRINKLE CUT ORIGINAL 45G
7.	SMITH’S CRINKLE CUT SALT & VINEGAR 45G
8.	SMITH’S CRINKLE CUT ORIGINAL 60G
9.	SMITH’S CRINKLE CUT CHEESE & ONION 60G
10.	SMITH’S CRINKLE CUT CHICKEN 60G
11.	SMITH’S CRINKLE CUT SALT & VINEGAR 60G
12.	SMITH’S CRINKLE CUT BBQ 90G
13.	SMITH’S CRINKLE CUT CHEESE & ONION 90G
14.	SMITH’S CRINKLE CUT CHICKEN 90G
15.	SMITH’S CRINKLE CUT ORIGINAL 90G
16.	SMITH’S CRINKLE CUT SALT & VINEGAR 90G
17.	SMITH’S CRINKLE CUT BBQ 170G
18.	SMITH’S CRINKLE CUT CHEESE & ONION 170G
19.	SMITH’S CRINKLE CUT CHICKEN 170G
20.	SMITH’S CRINKLE CUT ORIGINAL 170G
21.	SMITH’S CRINKLE CUT SALT & VINEGAR 170G
22.	SMITH’S CRINKLE CUT ORIGINAL 330G
23.	SMITH’S CRINKLE CUT SALT & VINEGAR 330G
24.	SMITH’S THINLY CUT ORIGINAL 175G
25.	SMITH’S THINLY CUT SALT & VINEGAR 175G

26.	SMITH'S THINLY CUT SOUR CREAM & ONION 175G
27.	SMITH'S THINLY CUT SWEET CHILLI & SOUR CREAM 175G
28.	SMITH'S THINLY CUT ROAST CHICKEN 175G
29.	SMITH'S CRINKLE CUT ORIGINAL 6PK 114G
30.	SMITH'S CRINKLE CUT SALT & VINEGAR 6PK 114G
31.	SMITH'S CRINKLE CUT MULTIPACK VARIETY SMITH'S 20PK 380G
32.	SMITH'S CRINKLE CUT MULTIPACK ORIGINAL 20PK 380G
33.	SMITH'S CRINKLE CUT FRENCH ONION DIP 150G
34.	SMITH'S CRINKLE CUT TOMATO SALSA 150G
35.	SMITH'S CRINKLE CUT FRENCH ONION DIP 80G
36.	SMITH'S CRINKLE CUT TOMATO SALSA 80G
37.	SMITH'S CRINKLE CUT FRENCH ONION DIP 45G
38.	SMITH'S CRINKLE CUT PRAWN COCKTAIL 150G
39.	SMITH'S CRINKLE CUT SNAG & SAUCE 150G
40.	SMITH'S CRINKLE CUT MAC N CHEESE 150G
41.	SMITH'S CRINKLE CUT SPAG BOWL 150G
42.	SMITH'S CRINKLE CUT MAC N CHEESE 80G
43.	SMITH'S CRINKLE CUT SPAG BOWL 80G
44.	SMITH'S CRINKLE CUT MAC N CHEESE 45G
45.	SMITH'S CRINKLE CUT SOUTHERN FRIED CHICKEN 150G
46.	SMITH'S CRINKLE CUT SOUTHERN FRIED CHICKEN 80G
47.	SMITH'S CRINKLE CUT ORIGINAL 500G
48.	SMITH'S CRINKLE CUT SALT & VINEGAR 500G
49.	SMITH'S CRINKLE CUT SMITH'S VARIETY 66PK 1254G
50.	SMITH'S CRINKLE CUT PARTY PACK VARIETY 66PK 1224G
51.	SMITH'S CRINKLE CUT ORIGINAL 655G
52.	SMITH'S CRINKLE CUT AMERICAN PULLED PORK 150G

53.	SMITH'S CRINKLE CUT SMOKY BACON 150G
54.	SMITH'S CRINKLE CUT VARIETY FUN MIX BOX 20PK