

IGA Rewards Swipe to Win Hamilton Island Terms & Conditions ("Conditions of Entry")

Schedule	
Promotion:	IGA Rewards Swipe to Win Hamilton Island
Promoter:	Metcash Trading Limited ABN 61 000 031 569 , 1 Thomas Holt Drive, Macquarie Park, NSW 2113, Australia. Ph: 02 9751 8356
Promotional Period:	Start date: 04/12/19 at 01:00 am AEDT End date: 04/02/20 at 11:59 pm AEDT
Eligible entrants:	Entry is only open to NSW, QLD, VIC and WA residents who are 18 years and over.
How to Enter:	<p>To enter the Promotion, the entrant must, during the Promotional Period, purchase any product (excluding tobacco or tobacco related products, lotto products, stamps or prescription medicine, infant formula and gift cards) at their IGA Rewards primary store in NSW, QLD, VIC or WA, and swipe their IGA loyalty card at the time of purchase.</p> <p>Entry is automatic on purchase, subject to the below IGA loyalty card registration requirements.</p> <p>The entrant's IGA Rewards primary store for the purpose of these terms is the store they have selected as their IGA home store when registering their loyalty card at igarewards.com.au.</p> <p>To be eligible to win a prize, the entrant must have registered their loyalty card from a participating IGA Rewards primary store, at igarewards.com.au, or in-store prior to the Promotion End Date of 04/02/20 at 11:59 pm AEDT.</p> <p>Separate Program terms for IGA Rewards are published at igarewards.com.au/terms.</p>
Entries permitted:	<p>Multiple entries permitted subject to the following:</p> <ul style="list-style-type: none"> a) limit one (1) entry permitted per qualifying transaction; and b) limit three (3) entries permitted per day. <p>By completing the entry method, the entrant will receive one (1) entry.</p>
Total Prize Pool:	up to AUD \$3,000.00

Prize Description	Number of this prize	Value (per prize)	Winning Method
<p>Major Prize: The prize is a 7 nights fly and stay Hamilton Island Whitsundays holiday for two (2) people which consists of the following:</p> <ul style="list-style-type: none"> • 7 nights' in a 1-bedroom garden view apartment at Whitsunday Apartments (winner and guest share one apartment); • return economy class flights for the winner and a friend from the winner's nearest capital city to Hamilton Island (only provided if the winner does not reside in Hamilton Island or in close proximity to Hamilton Island not to warrant flights, as determined by the Promoter); and • Whitsunday Islands hopper pass for the winner and their friend. 	1	Up to AUD\$3,000.00 depending on date and exact point of departure	Draw: computerised random selection - 11/02/20 at 02:30 pm AEDT

Prize Conditions:	<ul style="list-style-type: none"> • Travel itinerary will be determined by the Promoter in its absolute discretion. • Prize is subject to the standard terms and conditions of individual prize and service providers. • The winner and his/her travel companion must depart from and return to the same departure point and travel together. • Subject to the terms and conditions of the participating prize provider(s), if for any reason the winner does not, once the prize has been booked, take the prize (or an element of the prize) at the time stipulated, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash. • Itinerary will be determined by the Promoter in its absolute discretion. Travel must be taken by 11/02/2021. Bookings are subject to availability. Prize can only be taken on dates which allows the prize to fall within the maximum budget of AUD\$3,000. • The winner may be required to present their credit card at check in.
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	<ul style="list-style-type: none"> • Spending money, meals, taxes (excluding airline and airport taxes), insurance, transport to and from departure point, transfers, items of a personal nature, in-room charges and all other ancillary costs, unless otherwise specified in the prize description, are not included. • The prize is subject to booking and flight availability. • Frequent flyer points will not be awarded and do not form part of the prize. • During the entire duration of the prize, a nominated parent/guardian must accompany any person under 18 years of age.
Winner notification:	The winner will be notified by email and phone (if phone number provided) within two (2) business days of the draw. The winner will be notified by a rep of the winner's IGA Rewards Primary store. The winner will be published in The Australian newspaper on 21/02/20.
Unclaimed Prizes:	Prize must be claimed by 11/05/20 at 1:00 pm AEDT. In the event of an unclaimed prize, the prize will be redrawn on 12/05/20 at 2:30 pm AEDT at Metcash Trading Limited, 1 Thomas Holt Drive, Macquarie Park NSW 2113, Australia. The winners of the redraw will be notified by email and phone (if phone number provided) within two (2) business days of the re-draw. The re-draw winner will be published in The Australian newspaper on 22/05/20.

1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Valid and eligible entries will be accepted during the Promotional Period.
4. Employees (and the immediate family members) of the Participating Venues, agencies/companies directly associated with the conduct of this Promotion, the Promoter, its distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" 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.
5. Draw:
 - a) The draw will take place at Metcash Trading Limited, 1 Thomas Holt Drive, Macquarie Park NSW 2113, Australia at 02:30 pm AEDT on 11/02/20 using computerised random selection.
 - i) The first valid entry drawn will be the winner of the prize specified in the Schedule above.
 - b) The draw conductor may draw additional reserve entries in case an invalid entry or entrant is drawn.
 - c) If a draw is scheduled on the weekend or a public holiday, the draw will be conducted at the same time and location on the following business day. The Promoter will ensure each draw is open for public scrutiny and anyone may witness the draw on request. The winner of a drawn prize is determined by chance.
6. All reasonable attempts will be made to contact each winner.
7. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, or is unavailable at the designated time for the Event or at the time stipulated by the Promoter for travel, they forfeit the prize and the Promoter is not obliged to substitute the prize.
8. Where entry is allowed by purchase or subscription, the cost of the product or service is no greater than the cost would be without the opportunity to participate in the Promotion.
9. The value of the prizes is accurate and based upon the recommended retail value of the prizes (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prizes after that date.
10. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
11. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and/or specification, subject to any written directions of a regulatory authority.
12. No entry fee is charged by the Promoter to enter the Promotion.

13. Each prize will be awarded to the person named in the entry and any entry that is made on behalf of an entrant or by a third party will be invalid. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
14. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at <http://www.igarewards.com.au/privacy/>. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. The Promoter may transfer entrants' personal information to countries specified in the Promoter's privacy policy. Entrants acknowledge that the Promoter cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering this promotion, entrants consent to overseas transfer on these terms and agree that the Promoter is not liable for any such breach.
15. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and State/Territory or postcode of residence.
16. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of a prize, if the Promoter determines in their absolute discretion, that a winner is not in the physical or mental condition necessary to be able to safely participate in or accept the prize. It is a condition of accepting the prize that a winner and their travel companion may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize. If a winner or travel companion is under the age of 18, a nominated parent or legal guardian of the winner or travel companion will be required to sign the legal release on the winner or travel companion's behalf.
17. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
18. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry 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).
19. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.
20. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.

21. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each entrant and no correspondence will be entered into.
22. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
23. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
24. Unless otherwise specified, a prize is a single event for the winner (and their guest) and cannot be separated into separate events or components.
25. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
26. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
27. Authorised under: NSW Permit No. LTPS/19/40317.