

**Tucker Fresh Trolley Dash Terms & Conditions ("Conditions of Entry")**

<b>Schedule</b>	
<b>Promotion:</b>	Tucker Fresh Trolley Dash
<b>Promoter:</b>	GOLDCAP PTY LTD ABN 94 0806 081 26, 63 Belmont Avenue, Belmont, WA 6104, Australia.  For any inquiries regarding this Promotion, please contact the Promoter at <a href="mailto:eryn@tuckerfresh.com.au">eryn@tuckerfresh.com.au</a> .
<b>Promotional Period:</b>	<b>Start date:</b> 06/11/23 at 09:00 am AWST <b>End date:</b> 03/12/23 at 11:59 pm AWST
<b>Eligible entrants:</b>	Entry is only open to WA residents who are 18 years and over and are FreshConnect Rewards members.
<b>How to Enter:</b>	To enter the Promotion, the entrant must complete the following steps during the Promotional Period: a) make a purchase (excludes tobacco products) from any Participating Tucker Fresh Store (listed in Annexure A below); and b) visit <a href="http://tuckerfreshiga.com.au/trolley-dash">tuckerfreshiga.com.au/trolley-dash</a> , follow the prompts to the Promotion entry page; and fully complete and submit the online entry form with their personal details (first name, last name, email address and mobile number), an answer to the question "Which store did you make your purchase at?" and upload a scanned copy or photo of the receipt for the qualifying transaction.  <b>Proof of Purchase:</b> The entrant must retain proof of purchase. The proof of purchase required is an original receipt for the qualifying transaction.  The entrant must fill out the online entry form for every entry.
<b>Entries permitted:</b>	Entrants may enter multiple times provided each entry is submitted separately in accordance with the entry instructions above. Maximum of one (1) entry permitted per qualifying transaction. By completing the entry method, the entrant will receive one (1) entry.  The entrant is eligible to win a maximum of one (1) prize throughout the Promotion.
<b>Total Prize Pool:</b>	Up to AUD \$12,000.00

Prize Description	Number of this prize	Value (per prize)	Winning Method
The prize is an opportunity to play the Trolley Dash Game (as outlined below).	12 (1 per Participating Tucker Fresh Store)	Up to AUD\$1,000.00	Draw: computerised random selection - 04/12/23 at 12:00 pm AWST

<b>Trolley Dash Game:</b>	<ul style="list-style-type: none"> <li>The Trolley Dash Game ("Game") will be held on the corresponding date (outlined below) at 6:30 am AWST at the Participating Tucker Fresh Store of the winner's entry.</li> </ul>																										
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	<ul style="list-style-type: none"> <li>Each winner will be provided one (1) trolley and will be given three (3) minutes to put as many products as they can in the trolley, up to the maximum value of \$1,000.</li> <li>Each winner will only be allowed to place one (1) of each product in one (1) category and brand in their trolley (e.g. a winner can place a packet of chips of each flavour from different brands). Products that are found in the trolley which are of the same category will not be included with the winning goods and must be returned to the store.</li> <li>Cigarettes are excluded from this Game.</li> <li>In the event that the total cost of the products collected goes over \$1,000, the winner will decide which product(s) they want to return, subject to the Promoter's approval.</li> <li>The winner will be required to play the Game in a manner which is safe and does not pose any danger to themselves or any other individuals at the Participating Tucker Fresh Store at the time of the Game. The winner must also take care not to break or damage any products while playing the Game. Any product(s) that are broken or damaged during the Game will be forfeited by the winner.</li> <li>If the Promoter determines that a winner has played or is playing unfairly or manipulated the Game process in order to achieve an unfair advantage, it may in its discretion invalidate that winner. In addition, if a winner is rude or abusive to any promotional staff members at the store or playing the Game in an unsafe manner (as determined by promotional staff in their absolute discretion), the promotional staff may in their absolute discretion prevent that winner from participating in the Game and/or the winner may forfeit their right to any prize.</li> </ul>																										
<b>Winner notification:</b>	The winners will be contacted by using the contact details on file with the Promoter on the same day of the draw.																										
<b>Unclaimed Prizes:</b>	Prizes must be claimed by the corresponding 'Claim by Date' outlined below at 12:00 pm AWST. In the event of an unclaimed prize, the prize will be redrawn on the same day of the 'Claim by Date' at 01:00 pm AWST at Goldcap PTY LTD, 63 Belmont Avenue, Belmont WA 6104, Australia. The winners of the redraw will be notified by using the contact details on file with the Promoter on the same day of the draw.																										
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- 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.
- 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.
- Valid and eligible entries will be accepted during the Promotional Period.
- Employees (and their immediate family members) of the Participating Tucker Fresh Stores, agencies/companies directly associated with the conduct of this Promotion, the Promoter, businesses involved in determination of winner/s for the Promotion, businesses involved in the management of the Promotion, any organisation benefiting from the Promotion, the Promoter's 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. Draws:

- a) Entries will be divided based on their Participating Tucker Fresh Store of purchase. The draws will take place at Goldcap PTY LTD, 63 Belmont Avenue, Belmont WA 6104, Australia at 12:00 pm AWST on 04/12/23 using computerised random selection.
    - i) The first valid entry drawn from each Participating Tucker Fresh Store each win 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 within a reasonable time, as specified by the Promoter, or is unavailable, 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. Entrants must keep their proof of purchase specified in the How to Enter section for each entry as proof of purchase ("Proof of Purchase"). If an entrant fails to produce the Proof of Purchase for a specific entry or each entry, as and when requested by the Promoter, the Promoter has the right to invalidate the entrant's respective entry/entries for which Proof of Purchase cannot be provided and/or all entries submitted by that entrant and/or forfeit the entrant's right to a prize. Purchase receipt(s) must clearly specify: (a) the store of purchase as an eligible store; (b) the required product/s or service/s to be purchased for entry; and (c) that the purchase was made during the Promotional Period and prior to entry.
  10. 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.
  11. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
  12. 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 specification.
  13. No entry fee is charged by the Promoter to enter the Promotion. Where entry is allowed online, there is no additional cost to enter the Promotion other than any cost paid by the entrant to access the website or social media platform of entry via their Internet service provider.
  14. 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.
  15. 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 <https://tuckerfreshiga.com.au/privacy-policy/>. 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. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion.

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 may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize.
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. 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 in the event of any inconsistency. To the extent permitted by law 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 or claiming a prize, the Promoter will resolve the dispute in direct consultation with the entrant. If the dispute cannot be resolved the Promoter's decision will be final.
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). For the sake of clarity, this clause shall not apply where the Promoter has contributed to or caused such loss, expense, damage, personal injury or death and shall not apply to any liability which cannot be excluded by law (in each case the Promoter's liability is limited to the minimum allowable by law).
23. The winners 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 where relevant their guests) 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.

#### **Annexure A: Participating Tucker Fresh Stores**

Tucker Fresh Atwell IGA, Stargate Atwell Shopping Centre, 129 Lyndon BVD, Atwell WA 6164

Tucker Fresh Broadway IGA, Shop 33, Broadway Fair Shopping Centre, 88, Broadway, Crawley WA 6009

Tucker Fresh Carine IGA, Shop 11 & 12, Carine Glades Shopping Centre, 485 Beach Rd, Duncraig WA 6023

Tucker Fresh Exchange IGA, Cnr Beazley Ave and, University Bvd, Bentley WA 6102

Tucker Fresh Dalkeith IGA, Shop 3-4/81 Waratah Ave, Dalkeith WA 6009

Tucker Fresh Iluka IGA, Shop No 5 Iluka Plaza, 98 O'Mara Blvd, Iluka WA 6028

Tucker Fresh Kinross IGA, Shop No 1, Kinross Central Shopping Centre 1 Selkirk Avenue, Kinross WA 6028

Tucker Fresh Morris IGA , Shop 1, Morris Place Shopping Centre, 27 Morris Pl, Innaloo WA 6018

Tucker Fresh Nicholson IGA, Shop T1, Nicholson Central, 459 Nicholson Rd, Canning Vale WA 6155

Tucker Fresh Piara Waters IGA, Shop NO 10, Piara Village Shopping Centre, 12 Erade Drive, Piara Waters WA 6112

Tucker Fresh Rossmoyne IGA, Shop No 10. Rossmoyne Shopping Centre, 55 Central Rd, Rossmoyne WA 6148

Tucker Fresh Treeby IGA, Shop 4, Treeby Shopping Centre, 101 Clementine Bvd, Treeby WA 6164