

Win One Million Points Promotion Terms & Conditions ("Conditions of Entry")

Schedule											
Promotion:	Win One Million Points Promotion										
Promoter:	GOLDCAP PTY LTD ABN 86 649 068 191, 63 Belmont Avenue, Belmont, WA 6104, Australia. For any inquiries regarding this Promotion, please contact the Promoter at teamcards@tuckerfresh.com.au .										
Promotional Period:	Start date: 11/11/24 at 09:00 am AWST End date: 20/12/24 at 11:59 pm AWST										
Eligible entrants:	Entry is only open to WA residents who are 18 years and are FreshConnect Rewards members.										
How to Enter:	To enter the Promotion, the entrant must complete the following steps during the Promotional Period: a) spend at least \$50 (excludes tobacco products) from any Participating Tucker Fresh Store (listed in Annexure A below); b) scan their FreshConnect Rewards card at checkout; and c) submit their proof of purchase (original receipt) in the designated barrel at the store.										
Entries permitted:	Entrants may enter multiple times provided each entry is submitted separately in accordance with the entry instructions above. Limit one (1) entry per transaction. By completing the entry method, the entrant will receive one (1) entry.										
Total Prize Pool:	AUD \$10,000.00										
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 35%;">Prize Description</th> <th style="width: 15%;">Number of this prize</th> <th style="width: 20%;">Value (per prize)</th> <th style="width: 30%;">Winning Method</th> </tr> </thead> <tbody> <tr> <td>The prize is one million FreshConnect Rewards points.</td> <td style="text-align: center;">1</td> <td style="text-align: center;">AUD\$10,000.00</td> <td>Draw: barrel draw - 21/12/24 at 05:00 pm AWST</td> </tr> </tbody> </table>				Prize Description	Number of this prize	Value (per prize)	Winning Method	The prize is one million FreshConnect Rewards points.	1	AUD\$10,000.00	Draw: barrel draw - 21/12/24 at 05:00 pm AWST
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Prize Conditions:	The points will be loaded to the winners' FreshConnect Rewards card used to enter the promotion. To be eligible for a prize, winners must ensure their contact details are up to date. Points are valid for 12 months.										
Winner notification:	The winner will be contacted by using the contact details on file with the Promoter within fourteen (14) days of the draw. The winner will be published at tuckerfreshiga.com.au by 30/12/24.										
Unclaimed Prizes:	Prize must be claimed by 22/01/25 at 05:00 pm AWST. In the event of an unclaimed prize, the prize will be redrawn on 23/01/25 at 05:00 pm AWST at Goldcap PTY LTD, 63 Belmont Avenue, Belmont WA 6104, Australia. The winner of the redraw will be notified by using the contact details on file with the Promoter within fourteen (14) days of the redraw. The winner will be notified publicly (and their details published) at tuckerfreshiga.com.au by 30/01/25.										

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 their immediate family members) of the Participating Venues, 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. Draw:

- a) The draw will take place at Goldcap PTY LTD, 63 Belmont Avenue, Belmont WA 6104, Australia at 05:00 pm AWST on 21/12/24 using barrel draw.
 - 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 the winner.
 7. If the 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. The value of the prize is accurate and based upon the recommended retail value of the prize (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prize 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 specification.
 12. No entry fee is charged by the Promoter to enter the Promotion.
 13. The 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 will handle personal information in accordance with its privacy policy which is located at tuckerfreshiga.com.au/privacy-policy/. 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.
 15. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and postcode of residence.
 16. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of the 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 the winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving the 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 winner(s) 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 IGA Atwell, Stargate Atwell Shopping Centre, 129 Lydon Boulevard, Atwell WA 6164
- Tucker Fresh IGA Broadway, Broadway Fair Shopping Centre, 88 Broadway, Crawley WA 6009
- Tucker Fresh IGA Carine, Shop 11 Carine Glades Shopping Centre, 485 Beach Road, Duncraig WA 6023
- Tucker Fresh IGA Dalkeith, Dalkeith Village, 81 Waratah Ave, Dalkeith WA 6009
- Tucker Fresh IGA Curtin Exchange, Curtin Exchange Precinct, Cnr Beazley Ave and University Boulevard, Bentley 6102
- Tucker Fresh IGA Iluka, Iluka Plaza, 98 O'Mara Blvd, Iluka WA 6028
- Tucker Fresh IGA Kinross, Kinross Central Shopping Centre, Cnr Selkirk Ave & Connolly Drive Kinross WA 6028
- Tucker Fresh IGA Morris, Morris Place Shopping Centre, Shop 1, 27 Morris Place, Innaloo WA 6018
- Tucker Fresh IGA Nicholson, Nicholson Central, 459 Nicholson Road, Canning Vale, WA 6155
- Tucker Fresh IGA Piara Waters, Piara Village Shopping Centre, 12 Erade Drive, Piara Waters, WA 6112
- Tucker Fresh IGA Rossmoyne, Rossmoyne Shopping Centre, 55 Central Road, Rossmoyne WA 6148
- Tucker Fresh IGA Treeby, Treeby Shopping Centre, 101 Clementine Bvd, Treeby WA 6164