

“TIM TAM COCKTAIL” PROMOTION
TERMS AND CONDITIONS

1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The promoter is Yahoo!7 Pty Limited (ABN 60 089 187 100) of Level 2, Pier 8&9, 23 Hickson Road, Millers Point, NSW 2000, telephone (02) 8288 4000 (“**Promoter**”).
3. The sponsor is Arnott’s Biscuits Limited (ABN 44 008 435 729) of 24 George Street, North Strathfield, NSW 2137 (“**Sponsor**”).
4. Entry is only open to Australian residents aged 18 years or over.
5. Employees (and their immediate families) of the Promoter 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.
6. Promotion commences on 05/02/2016 and final entries close at 11:59pm AEDST on 03/03/2016 (“**Promotional Period**”).
7. To enter, individuals must complete the following steps during the Promotional Period:
 - a) visit www.yahoo7.com.au/timtam;
 - b) follow the prompts to the promotional entry page;
 - c) input the requested details (including their full name, telephone number and a valid email address);
 - d) specify whether they would like to win the *Mudslide*, *Pina Colada*, *Champagne Cocktail* or *Espresso Martini* holiday prize package (each a “**Holiday Package**”) if they are drawn as the winner;
 - e) agree to the Terms and Conditions by ticking the relevant tick box; and
 - f) submit the fully completed entry form.

Upon completion of the above steps, individuals will receive one (1) entry into the draw (“**Initial Entry**”).

8. Once an Initial Entry has been submitted, individuals will be eligible to receive one (1) additional entry into the draw by following the prompts on screen to share their participation in the promotion via social media (“**Additional Entry**”). Individuals will only receive a maximum of one (1) Additional Entry, regardless of the number of social media channels they choose to share the promotion on.
9. Incomplete or indecipherable entries will be deemed invalid.
10. Only one (1) Initial Entry and one (1) Additional Entry permitted per person.
11. 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.
12. 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.
13. The draw will take place at Anisimoff Legal, Level 5, 492 St Kilda Rd, Melbourne, VIC 3004 at 4:00pm AEDST on 04/03/2016. The Promoter may draw additional reserve entries and record them in order in

case an invalid entry or ineligible entrant is drawn. Only one (1) prize will be awarded in this promotion, as outlined in clause 16.

14. The winner will be notified by telephone and email within two (2) business days of the draw and their name will be published online at www.yahoo7.com.au/timtam from 11/03/2016.
15. The Promoter's decision is final and no correspondence will be entered into.
16. The first valid entry drawn will win the Holiday Package selected at the time of entry, valued at up to AU\$15,000 depending on selected travel dates and departure/destination points. Each Holiday Package comprises a trip for two (2) people to the stopover location ("**Stopover City**") and final destination location ("**Destination City**") outlined in the table below, and includes the following components:
- return economy airfares from winner's nearest Australian capital city to the Stopover City;
 - return private transfers from the airport to the accommodation in Stopover City;
 - return economy airfares from the Stopover City to the Destination City;
 - return private transfers from the airport to the accommodation in Destination City;
 - six (6) nights twin share accommodation at a minimum 4-star hotel, split between the Stopover City and the Destination City (the exact numbers of nights spent at each location and the exact hotels will be determined by Promoter its absolute discretion, and will be based on flight schedules and availability);
 - selected tour(s) in the Stopover City and/or Destination City (exact tours determined by the Promoter in its absolute discretion); and
 - AU\$1,000 spending money for the winner, awarded via an electronic funds transfer into an account in the winner's name

Holiday Package	Stopover City	Destination City
<i>Mudslide</i>	Los Angeles, California, USA	Seven Mile Beach, Grand Cayman
<i>Pina Colada</i>	Los Angeles, California, USA	San Juan, Puerto Rico
<i>Champagne Cocktail</i>	Paris, France	Champagne, France
<i>Espresso Martini</i>	Dubai, United Arab Emirates	London, United Kingdom

17. *The following conditions apply to all Holiday Packages:* Only one (1) Holiday Package will be awarded, as selected by the winner at time of entry. Additional spending money, meals, taxes (excluding airline and airport taxes), insurance, passports, visas, vaccinations, transport to and from departure point, additional transfers, items of a personal nature, in-room charges and all other ancillary costs are not included. Prize must be taken by 04/03/2017 and is subject to booking and flight availability. During the entire duration of the prize, a nominated parent/guardian must accompany any person under 18 years of age. The winner and his/her companion are responsible for ensuring that they have valid passports, and any requisite visas, vaccinations and travel documentation. Itinerary to be determined by the Promoter in agreement with the winner but in the event that agreement cannot be reached, the Promoter reserves the right to determine the itinerary. Frequent flyer points will not form part of the prize. Prize is subject to the standard terms and conditions of individual prize and service providers. The winner will be required to sign a prize acceptance form (including liability and publicity waiver) within 6 weeks of accepting the prize to formalise their prize acceptance. The winner must finalise the prize booking within 12 weeks of accepting the prize and all travel must be completed within 12 months of the draw date. The winner must book at least 60 days prior to intended travel departure date. Prize is a single event holiday and cannot be separated into different holiday vacations. Availability cannot be guaranteed during Christmas, School holiday and special event periods. All passengers must travel together on the same flights and stay at the same property. No compensation or alternative travel plans will be arranged should the winner and/or their guest miss their outbound or return flights or fail to meet any check in requirements for any reason. These costs will be the responsibility and expense of the winner and travel partner. A credit card imprint may be required from the winner at check-in to the hotel/s for all incidental charges. Once booking is confirmed no changes are allowed, unless otherwise authorised by the Promoter in its absolute discretion and if permitted will incur a fee of \$150 including GST plus supplier charges which is payable by the winner. Travel suppliers/airlines to be chosen at the discretion of 33 Degrees Worldwide Pty Ltd (the Prizing Agency). The winner agrees that neither they nor their guest will sell or otherwise provide their story and/or photographs to any media or other organisation.

18. Subject to the unclaimed prize draw clause, if for any reason the winner does not accept/take the prize (or an element of the prize) at/by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
19. If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
20. Total prize pool value is up to AU\$15,000.
21. The prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
22. If the prize remains unclaimed by 3:00pm AEST on 06/06/2016, a re-draw will take place at 4:00pm AEST on 06/06/2016 at the same place as the original draw, subject to any directions from a regulatory authority. The winner, if any, will be notified by telephone and email within two (2) business days of the re-draw and their name will be published online at www.yahoo7.com.au/timtam from 14/06/2016.
23. Entrants consent to the Promoter and Sponsor 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 and/or the Sponsor.
24. 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.
25. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
26. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
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 ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and Sponsor (including their respective officers, employees and agents) exclude 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 and Sponsor (including their respective officers, employees and agents) are not responsible for and exclude 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) taking/use of and/or participation in the prize.

29. As a condition of accepting the prize, the winner (and his/her companion) must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form. In the event the winner's companion is under the age of 18, a nominated parent/legal guardian of such person will be required to sign the legal documentation required under this clause on their behalf.
30. By entering this promotion, entrants agree to the Promoter collecting, using and disclosing their personal information for the purpose of conducting and promoting this promotion, in accordance with Yahoo!7's Privacy Policy which is available at <https://info.yahoo.com/privacy/au/yahoo/> which entrants acknowledge they have read and agree to. This privacy policy contains important information regarding how the Promoter handles entrants' personal information, including how entrants can access and/or correct their personal information, or make a complaint about the handing of their personal information. Entry is conditional on providing this information. Additionally, by ticking the relevant opt-in box/es, (a) entrants agree to the Promoter and its trusted partners using their personal information to help the Promoter communicate with them about offers from the Promoter and its marketing partners (which offers entrants may opt-out of receiving), and they agree to the Promoter disclosing their information to such partners in connection with such purposes and/or (b) entrants agree to the Promoter sharing their personal information with the Sponsor and they acknowledge that the Sponsor will be solely responsible for its use of such information. Unless otherwise indicated by the Promoter, the Promoter may disclose entrants' personal information 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.

NSW Permit No. LTPS/16/00141

ACT Permit No. TP16/00022

SA Permit No. T16/25