

Heinz “Play for your Chance to be a Millionaire” Promotion 2017

TERMS AND CONDITIONS

<p>1. Conditions of entry</p>	<p>(a) By entering Heinz “Play for your Chance to be a Millionaire” Promotion 2017 (Promotion) entrants accept these terms and conditions.</p> <p>(b) Entry is open to Australian residents who currently reside in Australia and are aged 18 years or older.</p> <p>(c) Employees of Heinz and its partners and agencies associated with this promotion, and their immediate families, are ineligible to enter.</p> <p>(d) Entry into this promotion is free.</p>
<p>2. Promoter</p>	<p>H.J. Heinz Company Australia Limited (ABN 87 004 200 319) of 2 Southbank Boulevard, Southbank VIC 3006 including its directors, affiliates, employees and agents (Promoter).</p>
<p>3. Key dates</p>	<p>Entries open at 00:01 AEST on 1 May 2017 and close at 23:59 AEST on 27 June 2017 (Entry Period).</p>
<p>4. Eligible Products</p>	<p>The products included in this promotion are Heinz Baked Beans products, Heinz Spaghetti products and Heinz soup products.</p>
<p>5. Participating Stores</p>	<p>The stores participating in this promotion are; IGA, Supa IGA, IGA X-press, Foodland, FoodWorks, Franklins, SPAR, Campbells Cash and Carry, Ritchies IGA, Cornetts and Drakes stores.</p>
<p>6. How to enter</p>	<p>(a) To enter, entrants must do the following during the Entry Period:</p> <ol style="list-style-type: none"> i. purchase three or more Eligible Products in a single transaction at a Participating Store (Qualifying Purchase) and collect their purchase receipt (Receipt); and ii. visit www.heinzmillion.com.au (Heinz Promotional Website) to enter their details (including their name, address (cannot be a PO Box), mobile number and email) and the last 6 digits of their 3 Eligible Products’ barcodes. <p>(b) Entrants may enter multiple times, subject to a limit of 1 submission of the online entry form per person per day. A unique Qualifying Purchase/Receipt is required for each entry.</p> <p>(c) An entrant’s first Qualifying Purchase will give them one entry into the Invitation Draw.</p> <p>(d) Once an entry is submitted in accordance with these terms and conditions, an entrant will receive a successful submission message on the Heinz Promotional Website and a confirmation email.</p> <p>(e) Once an entrant has successfully submitted one entry in accordance with paragraph 6(a), any subsequent entries submitted in accordance with these terms and conditions will result in the entrant receiving one entry into the Promotion for each product purchased in the corresponding Qualifying Purchase (Additional Entry) (ie. if the entrant makes a second Qualifying Purchase of 5 Eligible Products and follows the instructions in paragraph 6 (a) (ii) they will receive 5 entries into the Invitation Draw).</p> <p>(f) Entrants must retain an original Receipt for each Qualifying Purchase used to enter the Promotion as proof of purchase. A separate Receipt is required for each Qualifying Purchase. For the avoidance of doubt, an entrant may complete and submit the entry form in accordance with paragraph 6(a) only once per Receipt/Qualifying Purchase regardless of the number of Eligible Products purchased in the Qualifying Purchase.</p> <p>(g) Entries are deemed to be received at the time the Promoter receives the entry. The Promoter is not responsible for failure to receive any entry for any cause beyond its reasonable control.</p>

	<p>(h) The Promoter reserves the right at any time to verify the validity of entries and entrants, including an entrant's identity, age, place of residence and proof of purchase and may disqualify entries that do not comply with these terms and conditions.</p>
7. Invitation Draw	<p>(a) All entries received during the Entry Period will go into an invitation draw for a chance to attend an envelope selection event. The draw will be conducted by random electronic draw at 12.00pm AEST on 4 July 2017 at Level 1, 500 Chapel Street, South Yarra VIC 3141 (Invitation Draw).</p> <p>(b) The Promoter may draw reserve entries in the Invitation Draw and record them to use in the instance an invalid entry or ineligible entrant is drawn, in accordance with these terms and conditions</p> <p>(c) The first eligible entrant with a valid entry drawn in the Invitation Draw will win the opportunity to participate in the Main Event (Invitee).</p> <p>(d) If the Invitee is an eligible entrant and they do not claim the prize by 12 noon AEST on 25 July 2017, a replacement winner will be selected from the reserve entries drawn under paragraph 7(b). If there are no available reserve entries, a random electronic re-draw will be conducted at 12 noon AEST on that date at the location identified in paragraph 7(a) by a representative of the Promoter from all remaining entries received in the Promotion, subject to any directions from the relevant state and/or territory gaming authorities (Invitation Re-Draw).</p>
8. Notification and verification of Invitee	<p>(a) The Promoter will contact the Invitee by phone and in writing within two days of the Invitation Draw (or Invitation Re-Draw, if applicable) using the contact details used in the online entry form.</p> <p>(b) The Promoter requires the Invitee to submit their original Receipt and a scanned copy or photograph of their Receipt for verification purposes. If the Invitee has entered the Promotion multiple times, the Invitee will be required to provide their Receipt(s) for each and every entry.</p> <p>(c) The Promoter may deem an Invitee's entry invalid if the Invitee cannot provide a separate Receipt for each and every entry submission. If the Promoter deems an entry invalid a redraw will then be conducted on the same terms of the original Invitation Draw to draw another Invitee. This process will continue until an Invitee can provide the necessary Receipts for each entry made.</p> <p>(d) If, despite reasonable efforts, an Invitee is unable to attend the Main Event in person, the Invitee may designate a proxy/nominee to attend and participate in the Main Event on the Invitee's behalf (Proxy). A Proxy must be 18 years of age or older. If the Invitee wishes to nominate a Proxy to attend and participate in the Main Event in accordance with this paragraph 8(d), the Invitee must give authority in writing to the Promoter, prior to any flights being booked (if applicable) or at least 7 days before the Main Event, whichever is earlier (Proxy Authority). The Proxy Authority must include the name, address and contact details of the Proxy, as well as an acknowledgment signed by the Proxy confirming that 1) the Proxy agrees to attend and participate in the Main Event on behalf of the Invitee, and 2) the Proxy acknowledges and agrees that any prize awarded during the Proxy's participation in the Main Event is for the sole benefit of the Invitee and will be transferred to the Invitee in full in accordance with paragraph 9(j) and that The Proxy has no right to any or all of the prize.</p>
9. Main Event	<p>(a) The prize consists of the Invitee being entitled to attend an envelope selection event at a place (in Victoria) and time determined by the Promoter in consultation with the Invitee, which must take place by 4 August 2017 (Main Event). The Promoter may, in its discretion, agree to change the date of the Main Event by agreement with the Invitee.</p> <p>(b) If the Invitee lives outside Victoria they will be provided two return economy class airfares to Melbourne, Victoria departing from their nearest capital city, and airport transfers (in Victoria only), up to the value of \$1000 to attend the Main Event.</p>

	<p>(c) The Invitee will receive one night's twin share accommodation in a 4-star hotel and transfers from the hotel to the Main Event venue and back, up to the value of \$1000.</p> <p>(d) At the Main Event, the Invitee will be presented with 100 envelopes numbered from 1 to 100. The envelopes will be will randomly filled with a predetermined message as follows:</p> <ul style="list-style-type: none"> i. One envelope will contain a message stating that it represents a AU\$1,000,000 prize (Major Prize). ii. All other envelopes will contain a message stating that they represent a AU\$10,000 prize (Minor Prize). <p>(e) The Invitee may select one envelope without touching, handling or interfering in any way with any of the other envelopes on display.</p> <p>(f) The message contained in the envelope selected by the Invitee will determine their prize, in accordance with the amount stated in the message (being either AU\$1,000,000 or AU\$10,000).</p> <p>(g) If the Invitee selects an envelope containing the Minor Prize, the Promoter or its agent will open a separate control envelope that contains details of the envelope containing the Major Prize. The Promoter or its agent will then open that envelope to confirm its contents.</p> <p>(h) No additional envelopes may be opened.</p> <p>(i) The Main Event will be videotaped for verification and marketing purposes.</p> <p>(j) The prize will be delivered to the Invitee by way of either cheque or electronic funds transfer to the Invitee's nominated Australian bank account within 28 days after the Main Event.</p> <p>(k) If, despite reasonable efforts by the Promoter, the Invitee (or, if applicable, a Proxy in accordance with paragraph 8(d)) is unable for any reason to attend the Main Event as detailed in paragraph 9(a), then the Invitee will forfeit their chance to participate in the Main Event.</p> <p>(l) The Invitee's name and postcode will be published on www.heinz.com.au from 10 July 2017.</p> <p>(m) If an Invitation Re-Draw is required, the Invitee's name and postcode will be published on www.heinz.com.au from 28 July 2017</p>
10. Total prize pool	Total prize value is up to AU\$1,002,000, inclusive of any applicable GST or other taxes.
11. Permit numbers	NSW Permit: LTPS/17/13248 ACT Permit: TP 17/00632 SA Permit: T17/581
12. Miscellaneous	<p>(a) The Promoter reserves the right in its sole discretion to disqualify any entrant where it has reason to believe the entrant has breached any of these terms and conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of this promotion. The Promoter's legal rights to recover damages or other compensation arising from such conduct are reserved.</p> <p>(b) The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age, place of residence and proof of purchase). Proof of identification, age, residency and entry considered suitable for verification is at the discretion of the Promoter.</p> <p>(c) Prizes are not transferable, exchangeable or redeemable for cash. Prize value is in Australia dollars, based on recommended retail prices, include GST and are correct at time of printing. The promoter accepts no responsibility for any variation in the value of the prize. If the prize is unavailable for any reason, the</p>

promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to any directions from gaming authorities.

- (d) The Promoter and its associated agencies and companies involved this promotion will take no responsibility for prizes damaged or lost in transit. Once a prize has been paid or left the Promoter's possession or control where paid by cheque, it will not be responsible for any delay or failure to deliver, or damage caused to the prize during transit.
- (e) All decisions of the Promoter are final and no discussions or correspondence will be entered into.
- (f) Failure by the Promoter to enforce any of its rights under these terms and conditions at any stage does not constitute a waiver of those rights.
- (g) The Promoter reserves the right to refuse to allow an Invitee to take part in any or all aspects of the prize if the Promoter determines, in its absolute discretion, that an Invitee is not in the mental or physical condition necessary to be able to safely participate or attend the Main Event.
- (h) 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, the Promoter reserves the right, in its sole discretion and to the full extent permitted by law, to vary, suspend or cancel this promotion.
- (i) If requested by the Promoter, the Invitee must participate in all promotional activity (such as publicity and photography) surrounding this promotion or their winning of a prize, free of charge, and they consent to the Promoter and its associated companies and agencies using their name and image in promotional material.
- (j) Except for any liability that cannot be excluded by law (in which case that liability is limited to the minimum allowable by law), the Promoter and the Promoter's partners exclude all liability for any loss, damage or personal injury, whether direct, indirect, special or consequential, arising in any way out of the Promotion, including, but not limited to, where arising out of the following: any technical difficulties or equipment malfunction (whether or not under the Promoter's control); any theft, unauthorised access or third party interference; 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; any tax liability incurred by the winner or entrant; any prize or participation in or use of any prize.
- (k) The Promoter accepts no responsibility for any tax implication that may arise from the prize winnings. Independent financial advice should be sought.
- (l) By participating in this promotion, entrants grant a perpetual, worldwide, non-exclusive, royalty-free, licence to the Promoter to use and sub-licence the use of any copyright (including future copyright) in and to any entry submitted. To the extent that an entrant has any moral rights (as that term is defined in Part IX of the *Copyright Act 1968* (Cth)) in relation to their entry, the entrant shall provide written consent for the Promoter and its licensees to perform any act or omission that would otherwise infringe that entrant's moral rights. Each entrant warrants to the Promoter that his or her entry does not infringe the intellectual property rights of any person.
- (m) Personal information provided by entrants will be used by the Promoter and its partners for the purposes of conducting this promotion and otherwise in accordance with entrants' consent and applicable privacy laws. The Promoter's privacy policy is available at - <http://www.heinz.com.au/Privacy-Policy>