

**2026 KitKat® Formula 1® Promotion**

**Terms & Conditions ("Conditions of Entry")**

<b>Schedule</b>	
<b>Promotion:</b>	2026 KitKat® Formula 1® Promotion
<b>Promoter:</b>	<p>Nestlé Australia Ltd of 1 Homebush Bay Drive, Rhodes, NSW 2138, Australia (ABN 77 000 011 316) and Nestlé New Zealand Limited of 12-16 Nicholls Lane, Parnell, Auckland, New Zealand.</p> <p>For any enquiries regarding this Promotion, please contact the Promoter via consumer.service@au.nestle.com or 1800 025 361 (Australia) or 0800 830 840 (New Zealand)</p>
<b>Promotional Period:</b>	<p><b>Start time/date:</b> 12.01 am AEDT/NZDT on 10/01/26</p> <p><b>End time/date:</b> 11.59 pm AEDT/ NZDT on 10/03/26</p>
<b>Eligible entrants:</b>	Entry is only open to Australian and New Zealand residents who are 18 years of age or over.
<b>How to Enter:</b>	<p>To enter the Promotion, the entrant must complete the following steps during the Promotional Period:</p> <ul style="list-style-type: none"> <li>a) purchase any 2 KitKat® chocolate products (bars, blocks, bags, race car and easter range only) in one (1) transaction from any store displaying promotional material (including online) ("Participating Venues"); and</li> <li>b) visit <a href="https://www.kitkat.com.au/f1">https://www.kitkat.com.au/f1</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 postcode of residence) and upload a scanned copy or photo of the receipt for the qualifying transaction.</li> </ul> <p><b>Proof of Purchase:</b> The entrant must retain proof of purchase. The proof of purchase required is a copied receipt for the qualifying transaction.</p> <p>The entrant must fill out the online entry form for every entry.</p>
<b>Entries permitted:</b>	<p>Multiple entries permitted subject to the following:</p> <ul style="list-style-type: none"> <li>• maximum of one (1) entry permitted per qualifying transaction; and</li> <li>• each entry must be completed separately and in accordance with the entry instructions above.</li> </ul> <p>The entrant is eligible to win a maximum of one (1) prize. This prize limit does not apply to SA residents.</p>
<b>Winner Determination:</b>	<p><b>Draw:</b></p> <ul style="list-style-type: none"> <li>• The draw will take place at Mars United Commerce, Suite 802/558 Pacific Highway, St Leonards NSW 2065, Australia at 12:00 pm AEDT on 12/03/26. The draw is electronic, and winners will be selected at random. The first one (1) valid entrant will be deemed to be a "Major Prize Winner" and will be awarded with a "Major Prize". The following one thousand (1000) valid entrant(s) drawn will be deemed to be a "Minor Prize Winner" and will be awarded with a "Minor Prize".</li> <li>• The prizes will be drawn in descending order of value.</li> <li>• The draw conductor may draw additional reserve entries in case an invalid entry or entrant is drawn.</li> <li>• 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.</li> </ul>
<b>Total Prize Pool:</b>	Up to AU\$88,000.00 or NZ\$96,020.00

Prize Description	Number of this prize	Value (per prize)
<p><b>Major Prize:</b> The Major Prize is a <i>FORMULA 1® PIRELLI GRAN PREMIO D'ITALIA 2026</i> Experience in Monza, Italy, for the winner and one (1) friend (aged 18 years or over) which consists of the following:</p> <ul style="list-style-type: none"> <li>• 2 adult Paddock Club™ tickets to the <i>FORMULA 1® PIRELLI GRAN PREMIO D'ITALIA 2026</i> at Autodromo Nationale Monza from 04/09/26 to 06/09/26.</li> <li>• return premium economy class flights from winner's nearest Australian capital city or nearest commercial New Zealand Airport, to Milan, Italy (departing on 03/09/26 and returning on 07/09/2026);</li> <li>• return Uber transfers from airport to accommodation;</li> <li>• 4 nights stay in 4-star accommodation in Milan - twin room (or similar) with breakfast included;</li> <li>• 3-day transfers from accommodation to the Autodromo Nazionale Monza;</li> <li>• 4 x dinner vouchers for 2 people to redeem at a local restaurant over 4 nights;</li> <li>• VIP add-on experience from a list of activities determined by <i>AUTOMOBILE CLUB D'ITALIA – A.C.I</i> (the "Event Organiser"); and</li> <li>• VIP exclusive KitKat® x F1® gift on arrival.</li> </ul>	1	Up to AU\$55,000 or NZ\$60,000 depending on the winner's exact point of departure

<b>Minor Prize 1:</b> The prize is a KitKat® x F1® branded cup.	100	AU\$80.00 or NZ\$87.20
<b>Minor Prize 2:</b> The prize is a KitKat® x F1® branded backpack.	100	AU\$80.00 or NZ\$87.20
<b>Minor Prize 3:</b> The prize is a KitKat® x F1® branded cap (1 size fits all).	300	AU\$40.00 or NZ\$43.60
<b>Minor Prize 4:</b> The prize is a KitKat® x F1® branded tote bag and a KitKat® 4 Finger Chocolate Bar.	500	AU\$10.00 or NZ\$11.00

<b>Further Prize Details:</b>	<p><b>Major Prize Conditions:</b></p> <ul style="list-style-type: none"> <li>• Travel must be taken between 03/09/26 and 07/09/26 and coincide with the <i>FORMULA 1® PIRELLI GRAN PREMIO D'ITALIA 2026</i> race event. If the winner is unavailable or unwilling to travel on the dates required by the Promoter, they will forfeit their right to the prize and will not be awarded cash or any other alternative in lieu.</li> <li>• Travel itinerary will be determined by the Promoter in its absolute discretion.</li> <li>• Prize is subject to the standard terms and conditions of individual prize and service providers.</li> <li>• The winner and their companion must depart from and return to the same departure point and travel together.</li> <li>• 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.</li> <li>• The prize is subject to booking and flight availability.</li> <li>• The winner and their companion are responsible for ensuring that they have valid passports, and any requisite visas, vaccinations and travel documentation.</li> <li>• Frequent flyer points will not be awarded and do not form part of the prize.</li> </ul>
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	<ul style="list-style-type: none"> <li>Spending money, meals, taxes (excluding airline and airport taxes), insurance, passports, visas, vaccinations, 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.</li> <li>The winner may be required to present their credit card at check in.</li> </ul> <p><b>FORMULA 1® PIRELLI GRAN PREMIO D'ITALIA 2026 Event Conditions:</b></p> <ul style="list-style-type: none"> <li>This prize includes tickets to the <i>FORMULA 1® PIRELLI GRAN PREMIO D'ITALIA 2026</i> event, taking place from 04/09/26 to 06/09/26. If the winner is unwilling or unable to attend this event, they forfeit the prize and the Promoter is not obliged to offer a substitute prize.</li> <li>The <i>FORMULA 1® PIRELLI GRAN PREMIO D'ITALIA 2026</i> tickets are subject to the Event Organiser's terms and conditions, including any applicable age restrictions. The Promoter and <i>AUTOMOBILE CLUB D'ITALIA – A.C.I</i> (the "Event Organiser") hereby expressly reserve the right to eject any winner and/or their companion for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.</li> <li>All costs associated with travel to and from the <i>FORMULA 1® GRAN PREMIO D'ITALIA 2026</i> will be the responsibility of the winner and their companion.</li> </ul>
<b>Winner notification:</b>	The winners will be contacted by email and phone and their details (initial of first name, surname and postcode) published at <a href="http://www.nestle.com.au/productnews/winners">www.nestle.com.au/productnews/winners</a> by 19/03/26.
<b>Unclaimed Prizes:</b>	<p>All prizes must be claimed by 19/06/26 AEST by following the instructions to claim prize in the Prize Winner notification message. If the prize is not claimed by this date, the prize may be forfeited, and the Promoter may determine an alternative winner.</p> <p>All unwon (relevant only to instant win components, if any) and unclaimed prizes, or where a selected entry is deemed invalid, or a prize is otherwise forfeited, the Promoter will conduct a further draw from all remaining entries into the promotion to distribute prizes.</p> <p>The redraw will take place at Mars United Commerce, Suite 802/558 Pacific Highway, St Leonards NSW 2065, Australia at 24/06/26 at 12:00 pm AEST. The draw is electronic, and winner will be selected at random. The winner will be notified by email and phone, and their details (initial of first name, surname and postcode) will be published at <a href="http://www.nestle.com.au/productnews/winners">www.nestle.com.au/productnews/winners</a> within 7 days.</p> <p>If there are no prize winner/s or winner/s for this Promotion cannot be found, this information will be published at <a href="http://www.nestle.com.au/productnews/winners">www.nestle.com.au/productnews/winners</a>.</p>
<b>Authorised Under:</b>	ACT Permit No. TP25/01954, NSW Authority No. TP/04525 and SA Permit No. T25/1461.

#### NESTLE Standard Terms

- These Standard Terms are to be read in conjunction with the Schedule. To the extent that there is any inconsistency between these Standard Terms and the Schedule, the Schedule prevails.
- Information on how to enter & prizes form part of these terms & conditions. Any entry not complying with these Standard Terms and Schedule is invalid.
- Standard entry restriction:** Employees of the Promoter, the Promoter's associated companies, the Promoter's agencies associated with the Promotion and their immediate families are ineligible to enter.
- Promotional Period:** The Promotion will take place during the Promotional Period. Any entry that occurs outside this period is invalid.

5. **Receipt of entries for electronic entries:** Entries are deemed to be received at the time of receipt into the Promoter's database. The Promoter is not responsible for incorrect, inaccurate, incomplete, late, lost or misdirected information caused by an entrant or occurring during transmission.
6. **Games of Chance (excluding Instant Win components):** For Games of Chance (excluding Instant Win components), if more than one prize is offered for that draw, the prize with the highest value will be awarded first. If other prizes are available to be won in the Promotion, they will be awarded in descending value. 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.
7. **Games of Chance (Instant Win components):** For Instant Wins, upon submitting their online entry, entrants will be immediately notified via an onscreen message whether or not they have provisionally won an Instant Win Prize. If an entrant is deemed a provisional Instant Prize Winner, they will receive an email relating to the prize. If they have not won an Instant Win Prize, they will not receive an e-mail. All non-winning Instant Win Prize entries will be automatically placed in a Re-Draw.
8. **Games of skill:** For Games of Skill, the Promoter will judge all valid entries in accordance with the criteria specified in the Schedule. If no criteria is specified, then the Promoter will choose the most creative, original and suitable entry/entries. The winner(s) will be determined by skill and chance plays no part in determining the winner(s). All decisions are at the discretion of the Promoter (acting reasonably) and no correspondence will be entered into in this regard.
9. **Verification Requirements:** The Promoter may require the entrant to provide proof of identity, age, and residency and that the entrant meets all entry requirements. Where the Promotion requires the purchase of a product(s), the Promoter may require any prize winner to produce the original purchase receipt/s for every entry they or their household made during the Promotion period in order to claim a prize. If an entry cannot be verified to the Promoter's satisfaction, the entry will be invalid.
10. **Prize winner publication:** The name of any prize winner(s) will be published on the internet at [www.nestle.com.au/productnews/winners](http://www.nestle.com.au/productnews/winners) or [www.nestle.co.nz/productnews/winners](http://www.nestle.co.nz/productnews/winners) or as otherwise specified in the Schedule. The Promoter will publish the winner's details (initial of first name, surname and postcode)
11. **Monetary Prizes:** If money is offered as a prize, the prize may be awarded by way of cheque, EFTPOS card or by transfer to a nominated bank account. If the prize is to be delivered by bank transfer, the winner will be required to advise the Promoter of their nominated bank account details for their prize money to be deposited.
12. **Tickets to an Event or an Experience:** If tickets to an event or an experience are offered as a prize, the prize will be subject to the Event Organiser's terms. To the extent permitted at law, the Promoter is not liable for any cancellation or re-scheduling that may prevent prize fulfilment. The tickets to the event cannot be converted to cash nor replaced if lost, stolen or defaced. Tickets can only be used on the date(s) specified on the ticket.
13. **Trip Prize:** If travel is offered as a prize, flights and accommodation are subject to availability at time of booking. Additional spending money, meals, taxes, valid passports, visas, transport to & from departure point additional transfers, insurance & all other ancillary costs not specifically stated in the Schedule to Conditions of Entry are the responsibility of the winner. It is a condition of accepting the prize that all components of the prize be taken during the trip and all persons taking the trip depart from & return to the winner's nearest capital city at the same time unless otherwise agreed by the Promoter.
14. **Vouchers:** If a voucher is offered as a prize, the prize will be subject to the issuer's terms of use and are valid until the voucher expiry date stated on the voucher itself. The card cannot be converted to cash nor replaced if lost, stolen or defaced.
15. **Vehicle:** If a vehicle is offered as a prize, the vehicle includes registration, 3rd party insurance, a full tank of petrol and all on-road costs. Any additional costs including comprehensive insurance and additional optional extras are the responsibility of the winner.
16. **Standard Prize Restriction:** All prizes unless stated to the contrary are not exchangeable, transferable and cannot be converted to cash.
17. **Prize Value:** Prize value is correct at time of printing but no responsibility is accepted for any variation in the value of any prize.

18. **Prize Delivery:** Prizes will only be delivered in Australia or New Zealand and each winner should allow 28 days from prize winner determination for delivery of their prize, or (if required) the date they advise the Promoter of their nominated Australian or New Zealand bank account details for their prize money to be deposited.
19. **If a prize winner or participant is under the age of 18 years of age:** The prize will be awarded to the winner's parent/guardian on their behalf. The Promoter may require a winner under the age of 18 years to be accompanied by their parent or legal guardian throughout prize fulfilment.
20. **If the prize becomes unavailable:** The Promoter may substitute a different prize item of equal or greater value in the event that any prize item is unavailable despite the Promoter's reasonable endeavours to procure within Australia or New Zealand. This substitution may be subject to any approval process required by any relevant gaming or lotteries authority if the Promotion is a game of chance.
21. **Forfeited prizes:** If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize within the time specified to claim the prize, or is unavailable at the time stipulated by the Promoter for travel or for an event or experience, they forfeit the prize and the Promoter is not obliged to substitute the prize.
22. **Tampering:** The Promoter may disqualify any individual entrant or group of entrants for tampering with the entry process. Tampering includes but is not limited to the utilisation of techniques designed to avoid payment of call costs or the making of multiple entries that are not associated with a separate eligible purchase, or submitting an entry which is not otherwise in accordance with these Conditions of Entry and Schedule to Conditions of Entry. Should the Promoter find evidence of tampering by an individual, in addition to declaring any or all entries made by that individual invalid, the Promoter may also preclude that entrant from participation in future promotions of the Promoter.
23. **Technical Malfunction:** If for any reason this Promotion is not capable of running as planned, whether caused by computer virus, mobile phone failure, line drop out, bugs, tampering, unauthorised intervention, fraud, technical failures or any other cause beyond the reasonable control of the Promoter which corrupt or affect the administration, security, fairness or integrity of the Promotion, the Promoter may (subject to any written direction given by a relevant Regulatory Authority), cancel, terminate, modify or suspend the Promotion. The Promoter is not responsible for any problems or technical malfunction of any telephone, telephone or computer network, or lines, servers, or telephone or internet providers, traffic congestion on any phone or computer network, or any combination thereof, related to participation or sending or receiving of any communication or of any materials in this Promotion.
24. **Publicity:** If a winner agrees to participate in follow-up interviews and publicity then the Promoter may use their name, image, photograph/s, film and sound recordings for publicity and promotion purposes, without compensation, and the Promoter will own copyright in any such images, photograph/s, film and sound recordings and in all material incorporating the same.
25. **Entry Content:** The Promoter may adapt and use any entry content for publicity and promotion purposes for an unlimited time throughout the world without compensation in any media, social media, advertising and/or promoting any goods or services of the Promoter.
26. **Copyright:** It is a condition of participating in the Promotion that the entrant warrants that their entry is original and does not infringe the intellectual property of any third parties. The entrant assigns all rights, title and interest in their entry to the Promoter without compensation. The entrant further agrees not to object to the Promoter's use of the entry material on the basis of any moral right. The Promoter may, if required request that an entrant complete any documentation necessary to give effect to this assignment of right, title and interest.
27. **Liability:** To the extent permitted by law: (a) the Promoter's only liability is as expressly stated in these terms and provisions in the Australian Consumer Law or Consumer Guarantees Act 1993 [NZ] that cannot be excluded, and all other guarantees, warranties and conditions are excluded; (b) the Promoter will not be liable to you (whether in contract, tort or otherwise) for any consequential, special, incidental or indirect loss or damage including loss of profit or loss of opportunity; and (c) Formula One World Championship Limited (and its related companies) (together, "F1") and AUTOMOBILE CLUB D'ITALIA – A.C.I (the "Event Organiser") are not responsible for or involved in the organisation, development, execution or results of this Promotion. This Promotion is organized exclusively by the Promoter. Therefore, F1 and the Event Organiser each assume no responsibility for

any aspect related to the dynamics of the Promotion, including, but not limited to, the selection of winners, the awarding of prizes, or any inconvenience that may arise during the Promotion. Any queries, complaints or concerns regarding the Promotion should be directed directly to the Promoter and not F1 or the Event Organiser. F1 and the Event Organiser, including any of their subsidiaries or affiliates, each waive any liability arising from the Promotion and shall not be liable for any damage, injury or inconvenience that may arise in connection with the Promotion.

28. **Consumer Law:** These terms and conditions do not exclude or limit the application of any statutory provision (including a provision of the Competition and Consumer Act 2010 or Consumer Guarantees Act 1993 [NZ]) where to do so would contravene that statute or cause any part of these terms and conditions to be void.
29. **Disruptive, abusive, unsuitable entries:** The Promoter may determine all entries invalid and/or preclude participation by an entrant if an entrant disrupts, annoys, abuses, acts contrary to law or engages in fraudulent or misleading and deceptive conduct.
30. **Tax:** Winners should obtain their own independent financial advice in relation to any tax liability that may arise as a result of their participation in the Promotion.
31. **Promoter's Decisions:** All decisions are at the discretion of the Promoter (acting reasonably) and are final. No correspondence will be entered into.
32. **Social Media:** The Promotion is in no way sponsored, endorsed or administered by or associated with Facebook, Instagram or Twitter. Entrants completely release Facebook, Instagram or X (formerly known as Twitter) from any and all liability relating to the Promotion (this release is a requirement of the operators of Facebook, Instagram and X (formerly known as Twitter)).
33. **Privacy:** Each entry becomes the property of the Promoter. All details will be held in accordance with the Nestlé Privacy Policy which can be accessed by visiting [www.nestle.com.au](http://www.nestle.com.au) or [www.nestle.co.nz](http://www.nestle.co.nz) or calling 1800 025 361 or 0800 830 840.

**2026 KitKat® Formula 1® - Coles Exclusive Promotion Terms & Conditions ("Conditions of Entry")**

<b>Schedule</b>	
<b>Promotion:</b>	2026 KitKat® Formula 1® Coles Exclusive Promotion
<b>Promoter:</b>	<p>Nestlé Australia Ltd of 1 Homebush Bay Drive, Rhodes, NSW 2138, Australia (ABN 77 000 011 316). Ph: 1800 025 361</p> <p>For any enquiries regarding this Promotion, please contact the Promoter via consumer.service@au.nestle.com or 1800 025 361.</p>
<b>Promotional Period:</b>	<p><b>Start time/date:</b> 12:01 am AEDT on 10/01/26</p> <p><b>End time/date:</b> 11:59 pm AEDT on 10/03/26</p>
<b>Eligible entrants:</b>	Entry is only open to Australian residents who are 18 years of age or over.
<b>How to Enter:</b>	<p>To enter the Promotion, the entrant must complete the following steps during the Promotional Period:</p> <ol style="list-style-type: none"> <li>purchase any 2 KitKat® chocolate products (bars, blocks, bags, race car and easter range only) in one (1) transaction from any Coles supermarket (including at <a href="http://www.coles.com.au">www.coles.com.au</a>) displaying advertising for this Promotion ("Participating Venues");</li> <li>visit <a href="http://www.kitkat.com.au/f1">www.kitkat.com.au/f1</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, mobile number, and postcode of residence), upload a scanned copy or photo of the receipt for the qualifying transaction; and</li> <li>select the tick box to enter the 2026 KitKat® Formula 1® Coles Exclusive Promotion.</li> </ol> <p>For the sake of clarity, this Promotion is running with the <b>2026 KitKat® Formula 1® Promotion</b>. Entrants to this 2026 KitKat® Formula 1® Coles Exclusive Promotion will also be automatically entered into the separate 2026 KitKat® Formula 1® promotion (subject to separate terms &amp; conditions and permit approvals – visit <a href="http://www.kitkat.com.au/f1">www.kitkat.com.au/f1</a>).</p> <p><b>Proof of Purchase:</b> The entrant must retain proof of purchase. The proof of purchase required is a copied receipt for the qualifying transaction.</p> <p>The entrant must fill out the online entry form for every entry.</p>
<b>Entries permitted:</b>	<p>Multiple entries permitted subject to the following:</p> <ol style="list-style-type: none"> <li>maximum of one (1) entry permitted per qualifying transaction; and</li> <li>each entry must be completed separately and in accordance with the entry instructions above.</li> </ol> <p>The entrant is eligible to win a maximum of one (1) prize. This prize limit does not apply to SA residents.</p>
<b>Winner Determination:</b>	<p><u>Draw:</u></p> <ul style="list-style-type: none"> <li>The draw will take place at Mars United Commerce, Suite 802/558 Pacific Highway, St Leonards NSW 2065, Australia at 12:00 pm AEDT on 12/03/26. The draw is electronic, and the winner will be selected at random. The first ten (10) valid entrants drawn will each be deemed to be a "Prize Winner" and will be awarded with the "Prize" outlined below.</li> <li>The draw conductor may draw additional reserve entries in case an invalid entry or entrant is drawn.</li> <li>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.</li> </ul>

<b>Total Prize Pool:</b>	AU\$2,850.00	
	<b>Prize Description</b>	<b>Number of this prize</b>
The prize is an F1® x KitKat® merchandise pack which includes the following: <ul style="list-style-type: none"><li>• a hat (1 size only);</li><li>• a jacket (1 size only);</li><li>• a cup;</li><li>• a tote bag; and</li><li>• a backpack.</li></ul>	10	AU\$285.00
<b>Winner notification:</b>	The winners will be contacted by email and phone and their details (initial of first name, surname and postcode) published at <a href="http://www.nestle.com.au/productnews/winners">www.nestle.com.au/productnews/winners</a> by 19/03/26.	
<b>Unclaimed Prizes:</b>	<p>All prizes must be claimed by 19/06/26 at 11.59pm AEST by following the instructions to claim prize in the Prize Winner notification message. If the prize is not claimed by this date, the prize may be forfeited, and the Promoter may determine an alternative winner.</p> <p>All unwon (relevant only to instant win components, if any) and unclaimed prizes, or where a selected entry is deemed invalid, or a prize is otherwise forfeited, the Promoter will conduct a further draw from all remaining entries into the promotion to distribute prizes.</p> <p>The redraw will take place at Mars United Commerce, Suite 802/558 Pacific Highway, St Leonards NSW 2065, Australia at 24/06/26 at 12:00 pm AEST. The draw is electronic, and winner will be selected at random. The winner will be notified by email and phone, and their details (initial of first name, surname and postcode) will be published at <a href="http://www.nestle.com.au/productnews/winners">www.nestle.com.au/productnews/winners</a> within 7 days and will be required to claim their prize within 3 months or their prize will be forfeited.</p> <p>If there are no prize winner/s or winner/s for this Promotion cannot be found, this information will be published at <a href="http://www.nestle.com.au/productnews/winners">www.nestle.com.au/productnews/winners</a>.</p>	

#### NESTLE Standard Terms

34. These Standard Terms are to be read in conjunction with the Schedule. To the extent that there is any inconsistency between these Standard Terms and the Schedule, the Schedule prevails.
35. Information on how to enter & prizes form part of these terms & conditions. Any entry not complying with these Standard Terms and Schedule is invalid.
36. **Standard entry restriction:** Employees of the Promoter, the Promoter's associated companies, the Promoter's agencies associated with the Promotion and their immediate families are ineligible to enter.
37. **Promotional Period:** The Promotion will take place during the Promotional Period. Any entry that occurs outside this period is invalid.
38. **Receipt of entries for electronic entries:** Entries are deemed to be received at the time of receipt into the Promoter's database. The Promoter is not responsible for incorrect, inaccurate, incomplete, late, lost or misdirected information caused by an entrant or occurring during transmission.
39. **Games of Chance (excluding Instant Win components):** For Games of Chance (excluding Instant Win components), if more than one prize is offered for that draw, the prize with the highest value will be awarded first. If other prizes are available to be won in the Promotion, they will be awarded in descending value. 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.

40. **Games of Chance (Instant Win components):** For Instant Wins, upon submitting their online entry, entrants will be immediately notified via an onscreen message whether or not they have provisionally won an Instant Win Prize. If an entrant is deemed a provisional Instant Prize Winner, they will receive an email relating to the prize. If they have not won an Instant Win Prize, they will not receive an e-mail. All non-winning Instant Win Prize entries will be automatically placed in a Re-Draw.

41. **Games of skill:** For Games of Skill, the Promoter will judge all valid entries in accordance with the criteria specified in the Schedule. If no criteria is specified, then the Promoter will choose the most creative, original and suitable entry/entries. The winner(s) will be determined by skill and chance plays no part in determining the winner(s). All decisions are at the discretion of the Promoter (acting reasonably) and no correspondence will be entered into in this regard.

42. **Verification Requirements:** The Promoter may require the entrant to provide proof of identity, age, and residency and that the entrant meets all entry requirements. Where the Promotion requires the purchase of a product(s), the Promoter may require any prize winner to produce the original purchase receipt/s for every entry they or their household made during the Promotion period in order to claim a prize. If an entry cannot be verified to the Promoter's satisfaction, the entry will be invalid.

43. **Prize winner publication:** The name of any prize winner(s) will be published on the internet at [www.nestle.com.au/productnews/winners](http://www.nestle.com.au/productnews/winners) or as otherwise specified in the Schedule. The Promoter will publish the winner's details (initial of first name, surname and postcode).

44. **Monetary Prizes:** If money is offered as a prize, the prize may be awarded by way of cheque, EFTPOS card or by transfer to a nominated bank account. If the prize is to be delivered by bank transfer, the winner will be required to advise the Promoter of their nominated bank account details for their prize money to be deposited.

45. **Tickets to an Event or an Experience:** If tickets to an event or an experience are offered as a prize, the prize will be subject to the organiser's terms. To the extent permitted at law, the Promoter is not liable for any cancellation or re-scheduling that may prevent prize fulfilment. The tickets to the event cannot be converted to cash nor replaced if lost, stolen or defaced. Tickets can only be used on the date(s) specified on the ticket.

46. **Trip Prize:** If travel is offered as a prize, flights and accommodation are subject to availability at time of booking. Additional spending money, meals, taxes, valid passports, visas, transport to & from departure point additional transfers, insurance & all other ancillary costs not specifically stated in the Schedule to Conditions of Entry are the responsibility of the winner. It is a condition of accepting the prize that all components of the prize be taken during the trip and all persons taking the trip depart from & return to the winner's nearest capital city at the same time unless otherwise agreed by the Promoter.

47. **Vouchers:** If a voucher is offered as a prize, the prize will be subject to the issuer's terms of use and are valid until the voucher expiry date stated on the voucher itself. The card cannot be converted to cash nor replaced if lost, stolen or defaced.

48. **Vehicle:** If a vehicle is offered as a prize, the vehicle includes registration, 3rd party insurance, a full tank of petrol and all on-road costs. Any additional costs including comprehensive insurance and additional optional extras are the responsibility of the winner.

49. **Standard Prize Restriction:** All prizes unless stated to the contrary are not transferable & cannot be converted to cash.

50. **Prize Value:** Prize value is correct at time of printing but no responsibility is accepted for any variation in the value of any prize.

51. **Prize Delivery:** Prizes will only be delivered in Australia and each winner should allow 28 days from prize winner determination for delivery of their prize, or (if required) the date they advise the Promoter of their nominated Australian bank account details for their prize money to be deposited.

52. **If a prize winner or participant is under the age of 18 years of age:** The prize will be awarded to the winner's parent/guardian on their behalf. The Promoter may require a winner under the age of 18 years to be accompanied by their parent or legal guardian throughout prize fulfilment.

53. **If the prize becomes unavailable:** The Promoter may substitute a different prize item of equal or greater value in the event that any prize item is unavailable despite the Promoter's reasonable endeavours to procure within Australia. This substitution may be subject to any approval process required by any relevant gaming or lotteries authority if the Promotion is a game of chance.

54. **Forfeited prizes:** If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize within the time specified to claim the prize, or is unavailable at the time stipulated by the Promoter for travel or for an event or experience, they forfeit the prize and the Promoter is not obliged to substitute the prize.
55. **Tampering:** The Promoter may disqualify any individual entrant or group of entrants for tampering with the entry process. Tampering includes but is not limited to the utilisation of techniques designed to avoid payment of call costs or the making of multiple entries that are not associated with a separate eligible purchase, or submitting an entry which is not otherwise in accordance with these Conditions of Entry and Schedule to Conditions of Entry. Should the Promoter find evidence of tampering by an individual, in addition to declaring any or all entries made by that individual invalid, the Promoter may also preclude that entrant from participation in future promotions of the Promoter.
56. **Technical Malfunction:** If for any reason this Promotion is not capable of running as planned, whether caused by computer virus, mobile phone failure, line drop out, bugs, tampering, unauthorised intervention, fraud, technical failures or any other cause beyond the reasonable control of the Promoter which corrupt or affect the administration, security, fairness or integrity of the Promotion, the Promoter may (subject to any written direction given by a relevant Regulatory Authority), cancel, terminate, modify or suspend the Promotion. The Promoter is not responsible for any problems or technical malfunction of any telephone, telephone or computer network, or lines, servers, or telephone or internet providers, traffic congestion on any phone or computer network, or any combination thereof, related to participation or sending or receiving of any communication or of any materials in this Promotion.
57. **Publicity:** If a winner agrees to participate in follow-up interviews and publicity then the Promoter may use their name, image, photograph/s, film and sound recordings for publicity and promotion purposes, without compensation, and the Promoter will own copyright in any such images, photograph/s, film and sound recordings and in all material incorporating the same.
58. **Entry Content:** The Promoter may adapt and use any entry content for publicity and promotion purposes for an unlimited time throughout the world without compensation in any media, social media, advertising and/or promoting any goods or services of the Promoter.
59. **Copyright:** It is a condition of participating in the Promotion that the entrant warrants that their entry is original and does not infringe the intellectual property of any third parties. The entrant assigns all rights, title and interest in their entry to the Promoter without compensation. The entrant further agrees not to object to the Promoter's use of the entry material on the basis of any moral right. The Promoter may, if required request that an entrant complete any documentation necessary to give effect to this assignment of right, title and interest.
60. **Liability:** To the extent permitted by law: (a) the Promoter's only liability is as expressly stated in these terms and provisions in the Australian Consumer Law that cannot be excluded, and all other guarantees, warranties and conditions are excluded; and (b) the Promoter will not be liable to you (whether in contract, tort or otherwise) for any consequential, special, incidental or indirect loss or damage including loss of profit or loss of opportunity. .
61. **Australian Consumer Law:** These terms and conditions do not exclude or limit the application of any statutory provision (including a provision of the Competition and Consumer Act 2010) where to do so would contravene that statute or cause any part of these terms and conditions to be void.
62. **Disruptive, abusive, unsuitable entries:** The Promoter may determine all entries invalid and/or preclude participation by an entrant if an entrant disrupts, annoys, abuses, acts contrary to law or engages in fraudulent or misleading and deceptive conduct.
63. **Tax:** Winners should obtain their own independent financial advice in relation to any tax liability that may arise as a result of their participation in the Promotion.
64. **Promoter's Decisions:** All decisions are at the discretion of the Promoter (acting reasonably) and are final. No correspondence will be entered into.

65. **Social Media:** The Promotion is in no way sponsored, endorsed or administered by or associated with Facebook, Instagram or Twitter. Entrants completely release Facebook, Instagram or X (formerly known as Twitter) from any and all liability relating to the Promotion (this release is a requirement of the operators of Facebook, Instagram and X (formerly known as Twitter)).
66. **Privacy:** Each entry becomes the property of the Promoter. All details will be held in accordance with the Nestlé Privacy Policy which can be accessed by visiting [www.nestle.com.au](http://www.nestle.com.au) or calling 1800 025 361.