

Coles Pet Insurance Competition

FULL TERMS & CONDITIONS

General

1. The competition is a game of chance and is authorised under the permits.
2. The material used to market and promote the competition forms part of the competition terms. If there is an inconsistency between the material used to market and promote the competition and the competition terms, the competition terms prevail.

Eligibility to enter

3. During the promotional period, anyone may enter the competition, provided that they are:
 - (a) over 18 years of age
 - (b) a resident of Australia
 - (c) not an employee or immediate family member of an employee of the Promoter, Nestle, Redworks Media, Focal Promotions or any other agent of the Promoter, who is directly associated and connected with the organisation of this competition.

Entering

4. By entering the competition, entrants accept the competition terms.
5. How to enter
To receive an entry into the competition simply purchase any **Supercoat** dog food product or any **Fancy Feast** cat food product from any Coles store or online at www.coles.com.au between 12:01am (AEDT) on 04/10/2023 and 11:59pm (AEDT) on 31/10/2023 (Promotional Period), and then go to www.coles.com.au/pet and fully complete the Competition Entry Form by 11:59pm (AEDT) on 07/11/2023. Multiple entries within a single shop are permitted eg. purchase 3 participating products in one transaction and receive 3 entries into the draw. Orders made online at Coles must be delivered or collected during the promotional period to qualify.
6. You may enter as many times as you like, providing your purchase fulfils the entry criteria detailed in paragraph 5.
7. If, subsequent to a qualifying entry, you do not wish to participate in the competition you must advise the Promoter by calling Coles Customer Care on 1800 061 562.
8. The Promoter may disqualify any entrant who:
 - (a) enters the competition without being eligible;
 - (b) tampers with the entry process;
 - (c) submits an entry that is not in accordance with the competition terms; or
 - (d) in entering the competition, engages in conduct which is fraudulent, misleading, deceptive or damaging to the goodwill or reputation of the competition or the Promoter.
9. Failure by the Promoter to exercise its rights under paragraph 8 does not constitute a waiver of the Promoter's rights under paragraph 8. If the entrant's contact details change, the entrant must notify the Promoter.

Drawing winners

10. There will be 5 separate prize draws. Each valid entry will be included in two draws as per the schedule below and winners will be drawn from the pool of valid entries at the draw time at the draw address as per the schedule below:

	Draw Date	For Entries Received
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Draw 1	13/10/2023	04/10/2023 to 10/10/2023 inclusive
Draw 2	20/10/2023	11/10/2023 to 17/10/2023 inclusive
Draw 3	27/10/2023	18/10/2023 to 24/10/2023 inclusive
Draw 4	03/11/2023	25/10/2023 to 31/10/2023 inclusive
Draw 5	10/11/2023	04/10/2023 to 07/11/2023 inclusive

11. The first 40 valid entries drawn in each of the 5 draws will win a Coles Premium Pet Insurance Policy prize (see condition 26 for prize details), subject to the Promoter's rights under paragraph 8.
12. The Promoter will notify the winner in writing (or via email) within 7 days after each draw date. The winners' name and postcode will be posted on the Website within 7 days after each draw date.
13. The awarding of prizes is restricted to one prize per entrant except for SA residents.

Awarding prizes

14. The Promoter may request that the winners provide proof of identity, proof of age or proof of residency to the Promoter's reasonable satisfaction before awarding the prize. If upon request a winner does not provide proof of identity, proof of age or proof of residency to the Promoter's reasonable satisfaction within 90 days after being selected as a winner, then the relevant winner may be deemed to have forfeited their entitlement to their prize. In those circumstances the Promoter may redraw the prize in accordance with paragraph 19.
15. The winner must accept the prize within 90 days after being drawn as the winner. If the winner does not accept the prize within 90 days after being drawn as the winner, the promoter may redraw the prize in accordance with paragraph 18.
16. In consideration of the Promoter awarding the prize to the winner, the winner:
 - (a) consents to the Promoter, without royalty or any fees, using his or her name and entry in any marketing and promotion of the competition, the Promoter or the Promoter's business;
 - (b) agrees to use the prize in accordance with the prize supplier's specified conditions and requirements;
 - (c) agrees that the prize is not transferable or exchangeable and cannot be taken as cash; and
 - (d) agrees to comply with all the conditions of use of the prize and the prize supplier's requirements. It is the responsibility of the winner to confirm such conditions with the prize supplier or other relevant third parties.
17. If the prize is unavailable, the Promoter may substitute the prize with a substitute prize, provided that the substitute prize is of the same or similar value or specification as the prize subject to legislative approval.

Further Draw

18. If for any reason, a prize has not been awarded within 90 days after the draw date the Promoter may conduct a further draw in respect of any unclaimed prizes from the pool of valid entries at 10:00am (AEDT) on 13/02/2024 at Focal Promotions, 2/7 Stayner Street Beaumaris VIC 3193.
19. The first valid entry the Promoter draws is the winner, subject to the Promoter's rights under paragraph 8. If two or more prizes are included in the draw the second valid entry drawn will win the second prize, the third valid entry drawn will win the third prize, and so on, until all available prizes have been allocated.
20. The Promoter will notify the further draw winners in writing (or via email) within 7 days after

the further draw date and the winners' names and postcode will be posted on the Website within 7 days after the draw date.

Force majeure

21. If there is a force majeure event which prevents or materially and adversely affects the Promoter's ability to market, promote and run the competition in accordance with the competition terms, the Promoter may cancel, terminate, modify, suspend or postpone the competition, subject to state licensing authorities' approval if necessary.

Liability

22. The Promoter is not liable for any loss, expense, damage or liability suffered or incurred by entrants and winners in connection with the competition, including:
- (a) any late, lost, altered, damaged or misdirected entries or prize acceptance, including delays due to technical disruptions or network congestion;
 - (b) any incorrect or inaccurate information caused by equipment or programming associated with or utilised in the competition;
 - (c) any technical error, including any omission, interruption, deletion, defect, delay in operation or transmission or communications line, telephone, mobile or satellite network failure; and
 - (d) any theft, destruction, unauthorised access to or alteration of entries; and
 - (e) any use of the prize or any tax liability incurred by the winner as a result of accepting the prize.
23. Nothing under paragraph 22 is intended to limit entrants or winners' rights under the *Australian Consumer Law 2010*.
24. This promotion is in no way sponsored, endorsed or administered by, or associated with any social media provider and no social media provider is liable for any loss, expense, damage or liability suffered or incurred by entrants and winners in connection with the competition, including anything detailed in Section 22.

Personal information

25. The Promoter collects personal information about entrants in order to run the competition, communicate with you as the Entrant to this Competition, award prizes and comply with the permits. The Promoter uses and manages entrants' personal information in accordance with its Coles privacy policy www.coles.com.au/important-information/privacy-policy. We may also share your personal information with third parties who support us in our marketing or promotional activities, which include Focal Promotions (ABN: 76 007 374 325) and Guild Insurance Limited (ABN: 55 004 538 863). Coles will be unable to consider your entry into this Competition if you do not provide this information. Coles will not disclose this information provided by you unless required or authorised by law or in accordance with our Privacy Policy. Please contact Coles Customer Care on 1800 061 562 or via [Webform](#) for any privacy related queries. By entering the competition, each entrant consents, without royalty or any fees, to the promoter using their personal information for future marketing and promotional purposes.

Meanings

26. In the competition terms, the following words have the following meanings:

Word	Meaning
Competition	Coles Pet Insurance Competition
Promotional Period	From 12:01am (AEDT) on 04/10/2023 to 11:59pm (AEDT) on 31/10/2023

Draw dates & time	Draw 1 - 13/10/2023 at 10.00am (AEDT) Draw 2 - 20/10/2023 at 10.00am (AEDT) Draw 3 - 27/10/2023 at 10.00am (AEDT) Draw 4 - 03/11/2023 at 10.00am (AEDT) Draw 5 - 10/11/2023 at 10.00am (AEDT)
Draw address	Focal Promotions, 2/7 Stayner Street Beaumaris VIC 3193
Force majeure event	an event which is beyond the control of the Promoter, including: (a) vandalism, power failures, tempests, natural disasters, acts of God, global health emergencies, epidemics, pandemics, civil unrest, strike, war or terrorism; and (b) An infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion
Immediate family member	spouse, ex-spouse, de-facto spouse, child, step-child, parent, step-parent, grand-parent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin
Permits	ACT Permit TP23/01396 NSW Permit NTP/07280 SA Permit T23/1089
Prizes	<u>Prize Pool</u> 200 x Coles Premium Pet Insurance (80% Benefit Limit) 12 Month Policy prizes to the maximum value of \$1,250 per prize (each prize valued at up to \$1,250 dependant on breed and age of insured pet). Total prizes: 200. Total maximum prize pool value: \$250,000. <u>Prize Limitations & Conditions</u> <ul style="list-style-type: none"> • Policy subject to eligibility criteria (general exclusions include banned breeds, dogs used for commercial or business purposes, pets aged over 8 years and pre-existing conditions). Waiting periods and sublimits apply. See the Product Disclosure Statement for full details. • Each Coles Premium Pet Insurance Policy prize is a new 12 month insurance policy to the maximum value of \$1,250. • Each Coles Premium Pet Insurance Policy prize is valid for the pet nominated on the entry form and if the Policy cost is less than \$1,250 any residual prize credit is automatically forfeited and cannot be taken as cash. • Prize is not transferable and is not redeemable for cash. The Prize must be taken as stated and no compensation will be paid if a winner is unable to use the Prize. In the event that the Prize or part of the prize becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a Prize, or element of it, of equal or greater value. • In the event that the premium for the nominated pet exceeds the maximum value of \$1,250, the winner may choose to pay the difference or choose an alternative Coles Pet Insurance product which is equal or lower than the maximum value.
Promoter	Coles Supermarkets Australia Pty Ltd ABN 45 004 189 708

	800 Toorak Road, Hawthorn East VIC 3123
Website	www.coles.com.au/insurance/competitions valid from 04/10/2023