

**Pringles Xbox Promotion 2020 Terms & Conditions ("Conditions of Entry")**

<b>Schedule</b>	
<b>Promotion:</b>	Pringles Xbox Promotion 2020
<b>Promoter:</b>	Pringles International Operations SARL Australia Branch ABN 53 153 949 430, 41-51 Wentworth Avenue, Pagewood, NSW 2019, Australia. Ph: 02 9384 5408
<b>Promotional Period:</b>	<b>Start date:</b> 01/10/20 at 12:01 am AEST <b>End date:</b> 15/11/20 at 11:59 pm AEDT
<b>Eligible entrants:</b>	Entry is only open to Australian and NZ residents who are 18 years and over.
<b>How to Enter and Claim:</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 Pringles specially marked 134g can with a unique promotional code on the seal ("Participating Product") from any store in Australia or New Zealand that sells the Participating Product ("Participating Stores");</li> <li>visit <a href="http://www.pringles.com/anz/xbox">www.pringles.com/anz/xbox</a>;</li> <li>follow the prompts to the Promotion entry page; and</li> <li>fully complete and submit the online entry form with personal details as requested and enter the promotional code from the Participating Product purchased.</li> </ol> <p>All entrants who complete the above will also receive a bonus 7 Day Xbox Game Pass Ultimate code sent to their email address specified on entry. Maximum of two (2) 7 Day Xbox Game Pass Ultimate codes permitted per person. Limit to receive one (1) 7 Day Xbox Game Pass Ultimate code per valid entry form submission.</p>
<b>Claims and entries permitted:</b>	<p>Multiple entries permitted subject to the following:</p> <ol style="list-style-type: none"> <li>only one (1) entry can be submitted per Participating Product purchased; and</li> <li>each entry must be submitted separately and in accordance with the entry instructions above;</li> <li>only one (1) unique code per entry is permitted;</li> <li>the same unique code cannot be used more than once; and</li> <li>unrecognized codes will be deemed invalid.</li> </ol> <p>A maximum of one (1) Daily Draw Prize (i.e. Xbox Series X: Latest generation of Xbox) permitted per person for the entire Promotion (excludes SA residents).</p> <p>Maximum of two (2) 7 Day Xbox Game Pass Ultimate codes permitted per person. Limit to receive one (1) 7 Day Xbox Game Pass Ultimate code per valid entry form submission.</p>
<b>Total Prize Pool:</b>	AUD \$34,454

<b>Prize/Xbox Game Pass Ultimate Description</b>	<b>Number of this prize/Ultimate Game Pass</b>	<b>Value (per prize/Ultimate Game Pass)</b>	<b>Winning Method</b>
<p><b>Daily Draw Prize:</b> The prize is an Xbox Series X: Latest generation of Xbox</p> <p>The Xbox Series X will only be delivered upon Microsoft's official release of the console in the market. If the Xbox Series X is for any reason not released in Australia or there are significant delays with the release (as determined by the Promoter), the Promoter reserves the right to substitute the prize with another of equal or greater value and/or specification.</p>	46 (1 per Daily Draw)	AUD\$749	Daily Draws conducted weekly by computerized random selection
<p><b>Xbox Game Pass Ultimate Code:</b> This is a 7 Day access to Xbox Game Pass Ultimate, which is a video game subscription service from Microsoft with access to 100+ games for use with its Xbox One</p>	N/A	USD\$3.75 (conversion rate as at 4/3/20 AUD\$5.67)	Bonus Xbox Game Pass Ultimate

<p>console and Windows 10. The Xbox Game Pass Ultimate includes all the benefits of Xbox Live Gold (the online membership service) and Xbox Game Pass (Microsoft's video game subscription service) for both Xbox and PC.</p> <p>Maximum of two (2) x 7 Day Xbox Game Pass Ultimate permitted per person. Limit one (1) 7 Day Xbox Game Pass Ultimate per entry submission.</p>																			
<p><b>Winner notification:</b></p>	<p>The Daily Draw winners will be contacted by email within two (2) business days of the draw. The Daily Draw winners will be published at <a href="http://www.pringles.com/anz/xbox">www.pringles.com/anz/xbox</a> by the date specified below.</p> <table border="1" data-bbox="293 520 842 793"> <thead> <tr> <th>Draw Date</th> <th>Publication Date</th> </tr> </thead> <tbody> <tr> <td>07/10/20 (4 Daily Draws)</td> <td>27/10/20</td> </tr> <tr> <td>14/10/20 (7 Daily Draws)</td> <td>03/11/20</td> </tr> <tr> <td>21/10/20 (7 Daily Draws)</td> <td>10/11/20</td> </tr> <tr> <td>28/10/20 (7 Daily Draws)</td> <td>17/11/20</td> </tr> <tr> <td>04/11/20 (7 Daily Draws)</td> <td>24/11/20</td> </tr> <tr> <td>11/11/20 (7 Daily Draws)</td> <td>24/11/20</td> </tr> <tr> <td>18/11/20 (7 Daily Draws)</td> <td>01/12/20</td> </tr> </tbody> </table>			Draw Date	Publication Date	07/10/20 (4 Daily Draws)	27/10/20	14/10/20 (7 Daily Draws)	03/11/20	21/10/20 (7 Daily Draws)	10/11/20	28/10/20 (7 Daily Draws)	17/11/20	04/11/20 (7 Daily Draws)	24/11/20	11/11/20 (7 Daily Draws)	24/11/20	18/11/20 (7 Daily Draws)	01/12/20
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<p><b>Prize Fulfilment</b></p>	<p><b>Daily Draw Prize:</b> Prize fulfilment is dependent on the Microsoft's global launch of Xbox Series X Console. The current estimated launch time is during the holiday period of 2020 (Nov/Dec). Should there be any changes in Microsoft's release schedule, these changes will consequently affect prize fulfilment to consumers.</p> <p>Winner will be notified of the schedule of prize fulfilment once Xbox Series X has been released in the market.</p> <p><b>Xbox Game Pass Ultimate Code Redemption:</b> Xbox Game Pass Ultimate Codes can be redeemed at <a href="http://microsoft.com/redeem">http://microsoft.com/redeem</a>. If the entrant is already an Xbox Game Pass or Xbox Live Gold member, any days remaining on their membership(s) will be converted to an Xbox Game Pass Ultimate using a conversion ratio. Future code redemptions are also subject to this conversion ratio. All conversions to XBOXGame Pass Ultimate are final.</p> <p>Limit: 2 per Xbox Game Pass Ultimate Codes per person/account.</p> <p>Only one (1) Xbox Game Pass Ultimate Code can be redeemed at any one (1) time.</p> <p>Xbox Game Pass Ultimate Codes must be redeemed by 15 March 2021.</p> <p>Note that active membership is required to play games and online multiplayer. Game catalog varies over time. Downloadable Content ("DLC") sold separately; if a game is removed from Xbox Ultimate Game Pass or the membership ends, entrants will need to purchase the game separately to use the DLC. Details and system requirements at <a href="http://www.xbox.com/gamepass">www.xbox.com/gamepass</a>.</p> <p><b>See clause 26 below for further terms and conditions.</b></p>																		
<p><b>Unclaimed Prizes:</b></p>	<p>Daily Draw Prizes must be claimed by 17/02/21 at 02:30 pm AEDT. In the event of an unclaimed or un-won Daily Draw Prize, the prize will be redrawn in the one (1) re-draw on 18/02/21 at 02:30 pm AEDT at Tactics Marketing, Unit 6, 106 Old Pittwater Road, Brookvale NSW 2100, Australia. The winners of Daily Draw Prizes from the redraw will be notified by email within two (2) business days of the redraw and published at <a href="https://www.pringles.com/au/home.html">https://www.pringles.com/au/home.html</a> by 04/03/21.</p>																		

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 capitalized 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 Stores, agencies/companies directly associated with the conduct of this Promotion, the Promoter, its 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. Draws:
  - a) There will be one (1) draw for entries received each day of the Promotional Period for a total of forty-six (46) Daily Draws. Subject to the starting and closing time of the Promotional Period, entries into each Daily Draw will open and close each day based on AEST/AEDT (as applicable in NSW), for the duration of the Promotional Period. Daily Draws for each week will be conducted on the following Wednesday, as outlined below. All Daily Draws will take place at Tactics Marketing, Unit 6, 106 Old Pittwater Road, Brookvale NSW 2100, Australia at 02:30 pm AEDT. For the removal of doubt, no draws will be conducted during weekends or on public holidays in NSW, Australia. Non-winning entries in each Daily Draw will not be entered into any subsequent Daily Draw/s. In the event that there are no entries received for a Daily Draw the prize for that Daily Draw will be awarded in the redraw.

Daily Draws	Corresponding Entry Dates	Draw Date/Time
1 – 4	01/10/20 – 04/10/20	07/10/20 (4 Daily Draws)
5 - 11	05/10/20 – 11/10/20	14/10/20 (7 Daily Draws)
12- 18	12/10/20 – 18/10/20	21/10/20 (7 Daily Draws)
19 – 25	19/10/20 – 25/10/20	28/10/20 (7 Daily Draws)
26 – 32	26/10/20 – 01/11/20	04/11/20 (7 Daily Draws)
33 – 39	02/11/20 – 08/11/20	11/11/20 (7 Daily Draws)
40 - 46	09/11/20 – 15/11/20	18/11/20 (7 Daily Draws)

- b) The first valid entry drawn in each Daily Draw will win the Daily Prize specified in the Schedule above.
  - c) The Promoter may draw reserve winners in case of ineligible or invalid entries.
  - d) 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 each winner.
7. If any winner chooses not to take their prize (or is unable to) or does not take or claim a prize by the time 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 stated value of the prizes is the estimated recommended retail value (including GST) in Australia provided by the supplier and is correct as at 04/09/20. (inclusive of any applicable local sales tax or consumption tax or its similar forms of tax) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prizes 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/or specification, subject to any written directions of a regulatory authority.
12. No entry fee is charged by the Promoter to enter the Promotion. Where entry is allowed online, there is no additional cost to enter the Promotion other than any cost paid by the entrant to access the website or social media platform of entry via their Internet service provider.
13. Each 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 is bound by its privacy policy and applicable privacy law as set out at <https://www.pringles.com/anz/privacy-policy.html>. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the applicable local privacy laws and how such complaints will be dealt with. 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 in Australia 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. The Promoter may transfer entrants' personal information to countries specified in the Promoter's privacy policies
15. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and State/Territory/Country or postcode of residence.
16. It is a condition of accepting the prize that a winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a 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 ("Third Party Terms and Conditions") and the provision of the prize is the sole responsibility of the third party and not the Promoter. The Third-Party Terms and Conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency between the Third-Party Terms and Conditions and these Conditions of Entry. 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 local laws including any local consumer, contract and competition laws.
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, unauthorized 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, the decision of the Promoter is final and binding on each entrant and no correspondence will be entered into.
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 willful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
23. The entrant 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. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regard to the tax implications relating to the prize or acceptance of the prize.
25. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
26. Redemption of Ultimate Game Pass terms and conditions:
  - a. To be eligible to redeem an Xbox Game Pass Ultimate the entrant will need:
    - i. a valid Microsoft account; and
    - ii. access to either a Personal Computer ("PC") or an Xbox One console.
  - b. Redemption can only be done via a PC or directly through an Xbox One console.
  - c. DLC sold separately.
  - d. The Xbox Game Pass Ultimate can be redeemed via the Microsoft redemption portal (available online at <https://microsoft.com/redeem>). Each Xbox Game Pass Ultimate will be valid from the date the Xbox Game Pass Ultimate is issued to the customer however it must be redeemed at <https://microsoft.com/redeem> on or before J March 15, 2021. After this date, redemption is not possible.

- e. After the Xbox Game Pass Ultimate term ends, active membership will be required to play games and online multiplayer.
- f. Game catalogue varies over time. If a game is removed from the Xbox Game Pass Ultimate or a subscription ends, the entrant will need to purchase the game separately to use their DLC.
- g. If the entrant is already an Xbox Game Pass or Xbox Live Gold member, any days remaining in their membership(s) will be converted to the Xbox Game Pass Ultimate using a conversion ratio. Future code redemptions are also subject to the conversion ratio. All conversions to Xbox Game Pass Ultimate are final. A maximum 36 months of Xbox Game Pass Ultimate may be redeemed/ purchased per account at any one (1) time. Learn more at <https://www.xbox.com/en-AU/xbox-game-pass>.
- h. The entrant's use of the Ultimate Game Pass is governed by terms and conditions set by Microsoft. Entrants should refer to the full terms and conditions (<https://www.xbox.com/en-AU/xbox-game-pass>) for further information in relation to the Xbox Game Pass Ultimate. For the avoidance of doubt, any costs imposed by Microsoft in connection with the customer's use of the Xbox Game Pass Ultimate (e.g. in game purchases) are the sole responsibility of the entrant.

27. Authorised under: ACT Permit No. TP20/00436.2, NSW Permit No. LTPS/20/42941 & SA Permit No. T20/375