

Ben & Jerry's – “I Stream with Ice Cream” Promotion

Terms and Conditions

Promoter	Unilever Australia Limited (ABN 66 004 050 828), Level 17, 2 Park St, Sydney, NSW 2000.
Competition Period	Purchase Period: 9.00am (AEST) on 15/05/2019 to 11.59pm (AEST) on 28/05/2019. Claim Period: 9.00am (AEST) on 15/05/2019 to 11.59pm (AEST) on 11/06/2019.
Who can claim?	Only Australian residents who are aged 18 or over.
Who can't claim?	Directors, officers, management and employees (and their immediate families) of: (a) the Promoter; and (b) the agencies, companies or participating Stores associated with this competition.
Where will the competition run?	The competition will run in Woolworths stores that stock the Qualifying Purchase products (Stores) in Australia. The Stores include the online store at www.woolworths.com.au .
Website	www.benandjerrypromo.com.au
Qualifying Purchase	Any Ben & Jerry's Ice Cream pint (458mL) purchased from a Store during the Purchase Period.
Claim instructions	To enter, you must, after making a Qualifying Purchase from a Store during the Purchase Period and collecting your itemised purchase receipt: (a) during the Claim Period visit the Website; and (b) locate the claim page and fill out and submit the online claim form, including by uploading an image of the Qualifying Purchase receipt and providing all other requested information. Your purchase receipt must clearly identify where the Qualifying Purchase was made, the product/s purchased (which must be/comprise a Qualifying Purchase) and the date of purchase (which must be during the Competition Period before you submitted your entry). The Promoter is not responsible if your mobile device/desktop is not sufficiently capable for the purpose of submitting an entry, including having the requisite photograph capability.
Gifts	Every valid claim will receive a gift. Each gift is a Virtual Visa valued at \$14, which is equivalent to a one month standard subscription for most on demand TV services. The Virtual Visa can alternatively be used for anything of your choice where Virtual Visa is accepted, subject to these Terms and Conditions. The on demand TV subscription of your choice is subject to its own terms and conditions and the Promoter and its associated companies take no responsibility for any additional costs incurred by any winner in using on demand TV subscription services not covered by the subscription. Prepaid Virtual Visa Accounts must be activated online within two (2) months of receipt of the email date and will expire six (6) months from activation or when the entire value has been exhausted, whichever occurs first. The account can only be used online, over the phone or mail order. You will need to pay the difference for any transaction that exceeds the available balance. At expiry, the remaining available balance will be forfeited. A valid email address and voucher number (which will be provided at the time that the gift is claimed – see section "How and when will claimants be informed?") are required during the Virtual Visa account activation process. Once activated, a 16-digit Account number will be displayed on-screen and the account's expiry date and CVV2 security code will be emailed to the email address provided. Prepaid Virtual Visa Accounts that have not been activated within two (2) months of receipt of the email date, or accounts that expire after the six (6) month validity period, will not be replaced, extended or refunded.

How many times can I claim?	You can only claim one (1) Gift during the Competition Period.
How and when will claimants be informed?	Claimants will be notified in writing via email within 10 business days of making a valid claim, with that email containing a unique code and instructions on how to claim their gift.
Proof of purchase	<p>You must keep original itemised purchase receipt as proof of purchase for your entry.</p> <p>If you don't produce the above proof of purchase for your entry when asked, the Promoter may disqualify your entry and you will not receive the Gift.</p> <p>Proof of purchase must be identical to that provided by you with your entry.</p> <p>If, in the Promoter's opinion, you have shared any proof of purchase with another person, your entry and the other person's entry will be invalid and neither of you will receive a Gift.</p>
Collection and use of your personal information	<p>If you are a successful claimant, you consent to the Promoter using your name/s and image/s in any promotional or advertising activity.</p> <p>Your personal information may be collected in connection with the Promoter by the Promoter or its agents or contractors, including Edge Loyalty Systems Pty Ltd (ABN 96 138 299 288) ("Edge").</p> <p>A link to the Promoter's privacy policy is here: https://www.unileverprivacypolicy.com/en_gb/policy.aspx.</p> <p>A link to Edge's privacy policy is here: https://www.edgepri.com/en/privacy-policy/.</p> <p>The privacy policies include information about:</p> <p>(a) how to seek access to the personal information the Promoter and/or Edge hold about you and seek correction of the information; and</p> <p>(b) how to complain about a privacy breach and how the Promoter and/or Edge will deal with such a complaint.</p> <p>The Promoter and Edge will use your personal information to conduct and manage the competition. The Promoter and Edge may disclose your personal information to its related companies, agents and contractors to assist in conducting this competition, communicating with you/your companions or storing data or to hold and use for fraud prevention purposes. This may include disclosures to organisations outside Australia, including in places such as Singapore, the United Kingdom and countries within the European Union.</p> <p>If you have marked the "opt-in" box on the entry form, you consent to the Promoter keeping your personal information on its database to use for future marketing purposes, including, but limited to, contacting you by electronic messaging.</p>

- 1 These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about gifts and how to enter forms part of these Terms and Conditions. By entering, you accept these Terms and Conditions.

Claim

- 2 Your claim must be received during the Claim Period and will be deemed to be received only when received by the Promoter. If you return a Qualifying Purchase your claim may be deemed invalid at the Promoter's discretion (unless the product is defective). The Promoter is not liable for any problems with communications networks. If you enter using automatically generated entries or multiple phone numbers/email addresses/addresses/aliases, you may be disqualified.

Gifts

- 3 Gift/s and all elements of gift/s must be taken as and when offered or will be forfeited, and if forfeited, the Promoter will not be liable. Gift/s are subject to Prepaid Virtual Visa Account terms and conditions and can be found at <https://virtualvc.com.au/Terms>.

General

- 4 Any failure by you to comply with the conditions imposed by the gift supplier may result in the gift being cancelled or withdrawn without liability for the Promoter or the gift supplier.
- 5 If you or your claim are deemed by the Promoter to breach these Terms and Conditions, your claim may be discarded. The Promoter may, at any time, require you to produce documentation to establish to the Promoter's satisfaction the validity of your claim (including, but not limited to, documentation establishing

your identity, age, place of residence and place of employment and also proof of purchase). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.

- 6 You must not:
- (a) tamper with the claim process;
 - (b) engage in any conduct that may jeopardise the fair and proper conduct of the competition;
 - (c) act in a disruptive, annoying, threatening, abusive or harassing manner;
 - (d) do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this competition;
 - (e) breach any law; or
 - (f) behave in a way that is otherwise inappropriate.
- 7 The Promoter is not liable for claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
- 8 The Promoter's decision in connection with all aspects of this competition is final.
- 9 Gifts cannot be transferred or exchanged nor redeemed for cash. Without limiting any other term of these Terms and Conditions, all gifts must be taken as and when specified, or will be forfeited with no replacement. The gift values are correct as at the date of preparing these Terms and Conditions and include any applicable GST. The Promoter is not responsible for any change in gift value. You agree that if a gift is unavailable for any reason the Promoter may provide another item of equal or higher value.
- 10 If this competition cannot run as planned for any reason beyond the Promoter's control, for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, the Promoter may end, change, suspend or cancel the competition or disqualify affected claims/claimants.

Liability

- 11 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 12 Subject to the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury (including allergies, skin conditions or other reactions, as relevant), illness or death suffered in connection with this competition or any gift, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).
- 13 Without limiting the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable for any loss of or delay in delivery of gift/s.
- 14 This competition is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram and Twitter. You provide your information to the Promoter and not to any social media platform. You completely release any relevant social media platforms from any and all liability.