## "ALDI SHOP & SHARE - ONGOING" PROMOTION

## **TERMS AND CONDITIONS**

- 1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
- 2. The promoter is ALDI Stores (A Limited Partnership) (ABN 90 196 565 019) of 1 Sargents Road, Minchinbury, NSW 2770, telephone 13 25 34 ("**Promoter**").
- 3. Entry is only open to Australian residents aged 18 years or over who are members of the ALDI Shop & Share Research Hub and participate in at least one (1) survey requested by the Promoter per Prize Draw (defined below). To register your interest in becoming a member of the ALDI Shop & Share Research Hub, visit <a href="www.aldishopandshare.com.au">www.aldishopandshare.com.au</a> and register for free by following the prompts and providing the requested details including full name, postcode and valid email address. Registration does not guarantee membership to the ALDI Shop & Share Research Hub.
- 4. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. Immediate family 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. Promotion commences on 01/08/2023 and ends at 11:59pm AEST on 29/07/2024 ("**Promotional Period**").
- 6. Throughout the Promotional Period, the Promoter will invite members of the ALDI Shop & Share Research Hub to participate in surveys. To be eligible to be entered into the prize draws, individuals must complete the following steps during the Promotional Period:
  - Participate in at least one survey from the promoter per prize draw, either via a promotional email or via the Member Hub;
  - Complete the relevant survey provided;
  - Input the requested personal details when prompted
  - Check the boxes to confirm that they are (a) 18 years or over; and (b) that they agree to these Terms and Conditions and the Promoter's Privacy Policy; and then
  - submit the fully completed survey.
- 7. Incomplete or indecipherable entries will be deemed invalid.
- 8. Multiple entries are permitted, subject to the following: (a) only one (1) entry is permitted per survey completed in accordance with point 6 above; and (b) each entry must be submitted separately and in accordance with entry requirements. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
- 9. Only one (1) prize is permitted per person (excluding SA residents) per Prize Draw (as defined below).
- 10. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- 11. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.

12. There will be twelve (12) draws conducted for this promotion (each a "**Prize Draw**"). Entries open and close for each Prize Draw on the dates and times indicated in the table below. The Prize Draws will take place at 10am AEST/AEDST (as the case requires) at Potentiate Australia Pty. Ltd, 351 Pacific Highway, Artarmon NSW 2064 on the dates indicated in the table below. The Promoter may draw additional reserve entries for each Prize Draw and record them in order in case an invalid entry or ineligible entrant is drawn. Entries in each Prize Draw will not be entered into any subsequent Prize Draws. Winner(s) will be notified in writing by email within two (2) business days of the relevant Prize Draw (and via telephone where deemed suitable or necessary by the Promoter). Winners will be published on www.aldishopandshare.com.au on the dates indicated in the table below.

Prize Draw	Entries Open		Entries Close	Draw Date	Publication Date
Dian					Duit
1	12:00am AEST 01/08/2023	on	11:59pm AEST on 31/08/2023	04/09/2023	22/09/2023
2	12:00am AEST 01/09/2023	on	11:59pm AEST on 30/09/2023	03/10/2023	23/10/2023
3	12:00am AEST 01/10/2023	on	11:59pm AEDST on 31/10/2023	02/11/2023	23/11/2023
4	12:00am AEDST 01/11/2023	on	11:59pm AEDST on 30/11/2023	04/12/2023	22/12/2023
5	12:00am AEDST 01/12/2023	on	11:59pm AEDST on 31/12/2023	02/01/2024	22/01/2024
6	12:00am AEDST 01/01/2024	on	11:59pm AEDST on 31/01/2023	02/02/2024	22/02/2024
7	12:00am AEDST 01/02/2024	on	11:59pm AEDST on 29/02/2024	04/03/2024	25/03/2024
8	12:00am AEDST 01/03/2024	on	11:59pm AEDST on 31/03/2024	02/04/2024	23/04/2024
9	12:00am AEDST 01/04/2024	on	11:59pm AEST on 30/04/2024	02/05/2024	22/05/2024
10	12:00am AEST 01/05/2024	on	11:59pm AEST on 31/05/2024	03/06/2024	24/06/2024
11	12:00am AEST 01/06/2024	on	11:59pm AEST on 30/06/2024	02/07/2024	22/07/2024
12	12:00am AEST 01/07/2024	on	11:59pm AEST on 29/07/2024	02/08/2024	22/08/2024

- 13. The Promoter's decision is final and no correspondence will be entered into.
- 14. The first three (3) valid entries drawn in each Prize Draw will each win a \$100 ALDI Gift Card.
- 15. Any ancillary costs associated with redeeming the ALDI Gift Card are not included. Any unused balance of the ALDI Gift Card will not be awarded as cash. Redemption of the ALDI Gift Card is subject to any terms and conditions of the issuer including those specified on the ALDI Gift Card.
- 16. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a prize by the time stipulated by the Promoter, then the prize will be forfeited.
- 17. If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
- 18. Total prize pool value is \$3,600.00.
- 19. Prize(s), or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
- 20. A draw for any unclaimed prize(s) may take place on 05/09/2024 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winner(s), if any, will be notified in writing within two (2) business days of the draw and their names/s will be published on www.aldishopandshare.com.au on 09/09/2024.

- 21. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
- 22. 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, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
- 23. Any cost associated with accessing the Internet in relation to the promotion is the entrant's responsibility and is dependent on the Internet service provider used.
- 24. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
- 25. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) 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; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) taking, redemption and/or use of a prize.
- 26. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to related entities, agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy and Data Notification Statement, which at https://www.aldi.com.au/en/privacy-policy/ and at https://www.aldi.com.au/en/data-protection/. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose entrant's personal information to any entity outside of Australia.

ACT Permit No. TP23/01393