

## Barossa Fresh Thomas & Friends Promotion – Terms & Conditions

### 1. General

- a. These terms and conditions provide information regarding the Barossa Fresh and Drakes Thomas & Friends Promotion.
- b. The Thomas & Friends Promotion (Promotion) is owned and managed by Drake Supermarkets Pty Ltd ABN 57 109 544 416 (Drakes), whose main office is at 159 Henley Beach Road, Torrensville SA 5031.
- c. Participation in the Promotion is governed by these terms and conditions. Any person not complying with these terms and conditions is ineligible to participate in the Promotion. Acceptance of a book from Barossa Fresh and Drakes Thomas & Friends (Books) and participation in this Promotion is deemed acceptance of these terms and conditions.
- d. Promotion runs in South Australia and Queensland from 00:01 ACST on 28 September 2022 until 23.59 ACDT on 8 November 2022, or while stocks last (Offer Period).
- e. Redemptions for Books may continue until 23.59 ACDT on 22 November 2022, or while stocks last.
- f. Barossa Fresh and Drakes reserves the right to change the Offer Period in any State or Territory at any time (including, without limitation, extending the Offer Period) in its sole discretion.
- g. These terms and conditions are governed by the laws of South Australia
- h. Any failure by Barossa Fresh or Drakes to act or enforce these terms immediately will not be considered a waiver of Barossa Fresh or Drakes right to take any such action.
- i. If any of these terms and conditions are unenforceable or held to be invalid, the offending provision/s will be removed from these terms and conditions and the amended terms and conditions will remain in force.
- j. Each provision of these terms and conditions is severable. The terms and conditions remain enforceable even if individual clauses are removed or deemed unenforceable.

### 2. Eligible Transaction

- a. Barossa Fresh Customers will be eligible to receive one (1) Book in a single transaction in store of \$AUD30 or more (excluding any money spent on Excluded Purchases) inclusive of a Participating Product during the Offer Period. (Eligible Transaction).
- b. An eligible transaction will generate a coupon on the customers receipt instore, which can be surrendered for a book.
- c. Participating Products are displayed in our Barossa Fresh Catalogue.
- d. Excluded Purchases means smoking/tobacco products and accessories, alcohol, mobile recharge, gift cards, lottery products, dry cleaning, phone re-charge and commission sales.
- e. Eligible transactions are in-store and online only.
- f. Barossa Fresh or Drakes may, in its sole discretion, offer additional methods to collect a book. These offers may include the provision of bonus books on certain days, through certain channels or

on purchase of certain products. If implemented, Barossa Fresh and Drakes will communicate such offer through in store marketing or its website or social media.

g. Barossa Fresh or Drakes reserves the right, at its discretion, to amend or introduce further participating products during the Offer Period that will entitle customers to receive bonus pairs Book.

### **3. The Thomas & Friends Books**

a. There are a total of 10 unique Thomas & Friends All Engine's Go (Books) to collect.

b. Barossa Fresh, in their sole discretion and subject to stock availability, will provide a book to customers who have completed an eligible transaction and surrendered a valid coupon.

c. The Books are provided to customers entirely at random and cannot be exchanged by Barossa Fresh or Drakes team members for another book.

d. The Books are not transferrable or exchangeable (as between the customer and Barossa Fresh or Drakes), cannot be redeemed for or substituted with cash, and cannot be used in conjunction with any other discounts or offers.

e. If Barossa Fresh or Drakes forms the view in its sole discretion that a customer has not complied with these Terms and Conditions, Drakes reserves the right to not provide or withhold Books from that customer. Barossa Fresh or its nominee's decision is final, and no correspondence will be entered into.

f. Books will only be available during the Offer Period or while stocks last. Barossa Fresh accepts no liability if Books become unavailable.

g. If this promotion is not capable of running as planned for any reason beyond the reasonable control of Barossa Fresh or Drakes, including but not limited to, pandemic, epidemic, infection by computer virus, bugs, tampering, unauthorized intervention, acts or omissions of third parties, technical failures or anything which corrupts or affects the administration, security, fairness, integrity or proper conduct of this promotion, Drakes reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the promotion. Further, Barossa Fresh and Drakes may also recommence the promotion on the same terms in its sole discretion.

### **4. Liability**

a. Certain legislation may imply warranties or conditions or impose other obligations including statutory consumer guarantees which cannot be excluded, restricted, or modified except to a limited extent. To the extent permitted by law, Drakes excludes all guarantees, warranties, conditions, or other terms that apply under or are implied by statute, common law or trade customer or usage except as set out in these terms and conditions.

b. If in the conduct of this promotion, Drakes is liable for a breach of any guarantee, warranty, condition or other term that applies under the Competition and Consumer Act 2010 (Cth.) or is implied by any other Commonwealth, State or Territory law that cannot be excluded, Drakes liability under that legislation is limited, to the extent permitted by law, to the cost of replacement of any benefit provided.

c. Drakes, its associated agencies, companies and third parties associated with this promotion will not be liable for any loss (including, without limitation, indirect, special or consequential loss, loss of opportunity, or loss of profits), expense, damage, personal injury, illness or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this promotion or accepting or using any benefit, except for any liability which cannot be excluded by law (in which case the liability is limited to the minimum allowable by law). Nothing in these conditions restricts, excludes, or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).

d. As a condition of accepting the books and participating in the promotion on behalf of a recipient or customer under the age of 18 years old, the recipient's or customer's parent or guardian accepts these terms and conditions.

## **5. Privacy**

a. Drakes is bound by the Australian Privacy Principles contained in the Privacy Act 1988 (Cth). To the extent that Drakes is collecting personal information in order to conduct the Promotion, Drakes may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, as otherwise required by law, including to any Australian regulatory authority. Drakes will not transfer the entrant's personal information overseas, except upon the entrant's request, or if permitted or authorized to do so by law.

b. A copy of Drakes privacy policy can be accessed by phoning (08) 8415 6100 or by emailing [privacy@drakes.com.au](mailto:privacy@drakes.com.au).