

“NUTELLA LOVES TOASTIE” COMPETITION

TERMS AND CONDITIONS

Promoter	Ferrero Australia Pty Ltd (ABN 29 001 249 261), Level 36, 100 Miller St, North Sydney NSW 2060.																			
Competition Period	Entries open at 12:00am AEST (2:00am NZST) on 01/09/26 and close at 11:59pm AEDT on 26/10/26 (1:59am NZDT on 27/10/26).																			
Who can enter?	Only Australian and New Zealand residents who are aged 18 or over.																			
Who can't enter?	Directors, officers, management and employees (and their immediate families) of the Promoter, participating stores 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.																			
Where will the competition run?	The competition will run in any physical and online store nationally in Australia and New Zealand that stocks specially marked Nutella Jar products during the Competition Period (each a “Participating Store”).																			
Website	www.nutella.com/winsummer																			
Qualifying Purchase	To be eligible to enter, entrants must purchase any specially marked jar of Nutella from a Participating Store during the Competition Period (“Qualifying Purchase”). Each specially marked Nutella jar will contain a unique code located on the lid sticker under the grey scratch panel (“Unique Code”). The following specially marked products are eligible products for the purpose of this promotion: - Nutella 400g Jar; - Nutella 750g Jar; - Nutella 1kg Jar (each an “Eligible Product”). In the event a purchase receipt is not automatically provided to the entrant by a member of staff at the time of making their Qualifying Purchase, it is the entrant’s responsibility to request one.																			
Entry instructions	To enter, entrants must, during the Competition Period: (a) either scan the QR code on the in-store POS or visit the Website at www.nutella.com/winsummer and follow the prompts to the promotion entry page; (b) input the requested details including but not limited to, full name, email address, phone number, Participating Store where the Qualifying Purchase was made and the Unique Code from the Eligible Product; (c) check the box consenting to personal information being stored and managed in accordance with the <i>Privacy Act 1988</i> (Cth) and the Promoter’s privacy policy; and (d) submit the fully completed online entry form (each an “Entry”).																			
How many winners will there be and how will they be chosen?	There will be eight (8) draws conducted for this promotion. Entries close for each draw at 11:59pm AEST/AEDT (as applicable) on the dates specified in the table below. All draws will take place at 2:30pm AEST/AEDT (as applicable) at KollwitzOwen PTY LTD, Suite 251/10-20 Gwynne Street, Cremorne VIC 3121 on the dates specified in the table below. Non-winning entries in each draw will be rolled over into any subsequent draws. In each draw, the Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. <table><tr><th>Draw</th><th>Entries close</th><th>Draw date</th><th>Publication Date</th><th>Winners Drawn</th></tr><tr><td>1</td><td>07/09/26</td><td>09/09/26</td><td>11/09/26</td><td>50</td></tr><tr><td>2</td><td>14/09/26</td><td>16/09/26</td><td>18/09/26</td><td>50</td></tr></table>					Draw	Entries close	Draw date	Publication Date	Winners Drawn	1	07/09/26	09/09/26	11/09/26	50	2	14/09/26	16/09/26	18/09/26	50
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1	07/09/26	09/09/26	11/09/26	50																
2	14/09/26	16/09/26	18/09/26	50																

	3	21/09/26	23/09/26	25/09/26	50
	4	28/09/26	30/09/26	02/10/26	50
	5	05/10/26	07/10/26	09/10/26	50
	6	12/10/26	14/10/26	16/10/26	50
	7	19/10/26	21/10/26	23/10/26	50
	8	26/10/26	28/10/26	30/10/26	50
What can I win?	There are 400 prizes available. The first fifty (50) valid entries drawn in each draw will win one (1) 50's Style 2 slice red SMEG toaster valued at AU\$299.00.				
Total prize pool	The total prize pool is AU\$119,600				
How many times can I enter?	Multiple entries permitted, subject to the following: (a) only one (1) entry is permitted per Qualifying Purchase regardless of the number of Eligible Products purchased in a single transaction; (b) one (1) entry is permitted per person per day; (c) a limit of one (1) prize per person applies (excluding SA residents); (d) only one (1) Unique Code per entry is permitted; (e) the same Unique Code cannot be used more than once; (f) unrecognised codes will be deemed invalid; and (g) each entry must be submitted separately and in accordance with entry requirements.				
How and when will the winner/s be notified and published?	Winners will be notified by email and phone within two (2) business days of each draw, and their details (first initial, last name and postcode) will be published on the Website on the dates specified in the table above.				
Proof of purchase	Entrants must keep the following as proof of purchase for all entries: • Copy of purchase receipt for Qualifying Purchase; and • Eligible Product packaging featuring the Unique Code. If any entrant does not produce the above proof of purchase for all entries when asked, the Promoter may disqualify all of their entries and they will lose any right to a prize. Proof of purchase must be identical to that provided by the entrant with their entry and must clearly specify the exact product purchased, the Participating Store of purchase and that the purchase was made during the Competition Period but prior to entry. If, in the Promoter's opinion, an entrant has shared any proof of purchase with another person, their entries will be invalid, and they will lose any right to a prize.				
Unclaimed prize/s	Prize claim date: 1:30pm AEDT (3:30pm NZDT) on 07/12/26. Unclaimed prize determination: 2:30pm AEDT (4:30pm NZDT) on 08/12/26 at the same place as the original draw. If a prize has not been accepted or claimed by the prize claim date above or if, after making all reasonable attempts, the Promoter is unable to contact a winner (or a winner does not contact the Promoter) by the prize claim date above, the prize will be forfeited and the relevant entry/ies will be discarded and the Promoter will carry out an unclaimed prize draw at the date, time and place stated above to randomly distribute the prize/s. Any winner/s will be notified by email and phone within two (2) business days of the unclaimed draw, and their details (first initial, last name and postcode) will be published on the Website on 11/12/26. Any prizes awarded in the unclaimed draw must be claimed by 05/01/27.				
Collection and use of your personal information	If you are a winner, you must take part in all publicity, photography and other promotional activity as the Promoter reasonably requires, without any compensation. You consent to the Promoter using your name, likeness, image and/or voice in any promotional or advertising activity.				

	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 agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter and Smeg Australia Pty Ltd (ABN 33 146 901 082) ("Smeg") will also use and handle PI as set out in its Privacy Policy, which can be viewed at https://www.nutella.com/au/en/privacy-policy and https://shop.smeg.com.au/pages/privacy-policy. In addition to any use that may be outlined in the Promoter's and Smeg's Privacy Policy, the Promoter and Smeg 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. Each 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. Unless otherwise indicated by the Promoter or Smeg, the Promoter and/or Smeg may disclose PI to entities outside of Australia (for a list of the countries, see the relevant Privacy Policy), and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering the promotion entrants' consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that neither the Promoter nor Smeg is liable in this regard.
Permit numbers	Authorised under: ACT Permit No. TP26/00269 SA Licence No. T26/195 NSW Authority No. TP/04116

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

Entry

- 2 Your entry must be received during the Competition Period and will be deemed to be received only when received by the Promoter. If you return a Qualifying Purchase your entry 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. You are responsible for your own costs associated with entering including costs associated with accessing the promotional website. If you enter using automatically generated entries or multiple phone numbers/email addresses/addresses/aliases, you will be disqualified.

Prizes

- 3 Prizes and all elements of prizes must be taken as and when offered or will be forfeited. If the prize is forfeited, the Promoter will not be liable. Prizes are subject to any additional terms and conditions imposed by the relevant supplier or the Promoter, including, validity periods.
- 4 Prize values are in Australian dollars (AUD).
- 5 The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share the prize.
- 6 Winners are responsible for ensuring that all prize delivery details provided are correct. The Promoter will not be liable for any costs associated with re-delivery of a prize, should the delivery details provided by a winner be incorrect.

General

- 7 Any failure by you to comply with the conditions imposed by the prize supplier(s) may result in the prize being cancelled or withdrawn without liability for the Promoter or the prize supplier(s).

- 8 If you or your entry are deemed by the Promoter to breach these Terms and Conditions, your entry (or at the Promoter's discretion, all of your entries) may be discarded.
- 9 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.
- 10 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.
- 11 You must not:
- (a) tamper with the entry 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.
- 12 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, indecipherable or incorrectly submitted and such entries will be deemed invalid.
- 13 The Promoter's decision is final and no correspondence will be entered into.
- 14 Prizes (or unused portions of prizes) cannot be transferred or exchanged nor redeemed for cash, unless otherwise specified.
- 15 Without limiting any other term of these Terms and Conditions and subject to the unclaimed prize draw clause, all prizes (and elements of prizes) must be taken as and when specified, or will be forfeited with no replacement. The prize 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 prize value. You agree that if a prize (or element of a prize) is unavailable for any reason the Promoter may provide another item of equal or higher value and/or specification, subject to any written directions from a relevant gaming authority.
- 16 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.
- 17 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 entries/entrants, subject to any necessary approval by the relevant gaming authorities. Where it is practical for it to do so, the Promoter will notify you of such changes.
- 18 The Promoter is not responsible for any tax implications arising from you winning a prize. You should seek independent financial advice. For Australian residents, if for GST purposes this competition results in any supply being made for non-monetary consideration, you must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

Liability

- 19 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, or any statutory consumer guarantees as provided under consumer protection laws in New Zealand ("**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.
- 20 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) use of / taking of the prize.