"HI-CHEW" 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. Entry is only open to Australian residents aged 18 years or over.

3. Employees (and their immediate families) of the Promoter, Participating Stores (defined below) 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.

4. Entries into the promotion open at 12:01am AEDT on 04/12/2026 and close at 11:59pm AEDT on 28/02/2027 ("**Promotional Period**").

5. A participating store is any store in Australia that stocks the Eligible Products (defined below) and displays advertising material relating to this promotion during the Promotional Period (each a "**Participating Store**").

6. To be eligible to enter, individuals must spend $5 or more in a single transaction on any Hi-Chew products distributed by GC Brands ("**Eligible Product**") from a Participating Store ("**Qualifying Transaction**") during the Promotional Period. In the event that a purchase receipt is not provided to an entrant for their Qualifying Transaction, it is the entrant's responsibility to request such materials.

7. To enter, individuals must then, during the Promotional Period, visit hi-chewpromotion.com.au and follow the prompts to the promotion entry page, input the requested details (including but not limited to their full name, postcode, phone number and email), upload a copy of their purchase receipt and submit the fully completed entry form.

8. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per Qualifying Transaction (regardless of the amount spent in excess of $5 in that transaction); and (b) each entry must be submitted separately and in accordance with entry requirements.

9. Entrants must retain a copy of their purchase receipt(s) for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant's entries and forfeiture of any right to a prize. Purchase receipt(s) must clearly specify the product purchased, Participating Store of purchase and that the purchase was made during the Promotional Period but prior to entry.

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. Incomplete or indecipherable entries will be deemed invalid.

12. 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.

13. The draw will take place at KO Promotions, Suite 251, 10-20 Gwynne Street, Cremorne VIC 3121 on 03/03/2027 at 11:00am AEDT, in the presence of an independent scrutineer. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winners will be notified by phone call, SMS and email within two (2) days of the draw and their details (first initial, surname and postcode) will be published online at hi-chewpromotion.com.au from 05/03/2027.

14. The Promoter's decision is final and no correspondence will be entered into.

15. The first three (3) valid entries drawn will each win a trip to Tokyo, Japan for four (4) people, being the winner and one (1) adult family member and two (2) children (12 years or under), valued at up to $10,100 each (depending on date and point of departure). Each prize includes:

    - Four (4) x return economy airfares from the Australian capital city of the winner's choice to Tokyo, Japan;
    - Return transfers between the airport and hotel in Tokyo for four (4) people;
    - Five (5) x nights 4-star accommodation at the Tokyo Bay Shiomi Prince Hotel for four (4) people; and
    - Four (4) x tickets to the Tokyo Tower.

16. Spending money, meals, taxes (excluding airline and airport taxes), insurance, passports, visas, vaccinations, transport to and from departure point, additional transfers, items of a personal nature, in-room charges, gratuities and all other ancillary costs are not included. Prize must be taken within eighteen (18) months of the date of notification of winning and is subject to booking and flight availability. Prize must be booked at least eight (8) weeks in advance of departure. The winner and their companions must depart from and return to the same departure point and travel together including travelling on the same flights and staying in the same accommodation. The winner and their companions are responsible for ensuring that they have valid passports, and any requisite visas, vaccinations and travel documentation. During the entire duration of the prize, a nominated parent/guardian must accompany any person under 18 years of age. Itinerary to be determined by the Promoter in its absolute discretion. Frequent flyer points will not form part of the prize. Prize is subject to the standard terms and conditions of individual prize and service providers. The winner may be required to present their credit card at time of accommodation check in. No compensation or alternative travel plans will be arranged should the winner and/or their companions miss their outbound or return flights or fail to meet any check in requirements for any reason. These costs will be the sole responsibility and expense of the winner and their companions. For clarity, the winner's adult travel companion must be aged 18 years or over.

17. The Tokyo Tower tickets are subject to the venue and ticket terms and conditions, including any applicable age restriction. The Promoter and venue operators hereby expressly reserve the right to eject any winner (and/or their companions) for any

inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.

18. As a condition of accepting the prize, the winner (and their companions) must sign any legal documentation as and in the form required by the Promoter and/or prize providers in their absolute discretion, including but not limited to a legal release and indemnity form. In the event a winner or winner's companion is under the age of 18, a nominated parent/legal guardian of such person will be required to sign the legal documentation required under this clause on their behalf.

19. The Promoter, prize provider and any activity operators, in their absolute discretion, at all times reserve the right to: (a) prevent any winner and/or their companions from participating in the prize if, at any time, they reasonably believe that they pose a safety risk or for any other reason; and/or (b) cancel any element of the prize if the conditions are deemed dangerous; and (c) vary and/or substitute the prize (or part thereof) without notice with a prize to the equal value and/or specification, subject to any written directions from a State and/or Territory regulatory authority.

20. The winner and companions of the prize acknowledge that elements of the prize may be dangerous and may result in injury or death, and participate at their own risk. To the full extent permitted by law neither the Promoter, and/or any of its employees, contractors and agents or employees of its contractors and agents, and/or companies providing prizes for the promotion, will be liable for any liability / cost / loss / damage / expense / death / personal injury suffered or incurred or any dispute (including, but not limited to, direct/indirect/consequential loss) arising out of, or in connection with this promotion.

21. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a prize (or an element of the prize) at the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.

22. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value or specification, subject to any written directions from a regulatory authority.

23. Total prize pool value is up to $30,300.

24. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.

25. Winners must claim their prize prior to 31/03/2027 for the original winners and 27/04/2027 for unclaimed prize draw winners, if any.

26. A draw for any unclaimed prizes, may take place at the same time and place as the original draw on 31/03/2027 subject to any directions from a regulatory authority. Winners, if any, will be notified by email and phone within two (2) days of the draw and their details (first initial, surname and postcode) will be published online at hi-chewpromotion.com.au on 02/04/2027.

27. In the event of war, terrorism, state of emergency, pandemic or any other kind of disaster or unforeseeable event beyond the reasonable control of the Promoter, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend, substitute or modify a prize, subject to any written directions from a relevant regulatory authority.

28. 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.

29. 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.

30. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used. 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.

31. 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.

32. 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) if any element of the prize is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a winner or entrant; or (g) taking of a prize.

33. 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 will also use and handle PI as set out in its Privacy Policy, which can be viewed at https://www.gcbrands.com.au/privacy-policy. 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 PI to any entity outside of Australia.

34. The Promoter is GC Brands (ABN 70 002 114 061) of Suite 28, 22 Darley Road, Manly NSW 2095. (“**Promoter**”).

NSW Authority TP/XXXX. ACT Permit No. TP26/XXXX. SA Permit No. T26XXXX.