

## **“BIG W – Toy Spectacular” PROMOTION**

### **HOW TO ENTER**

1.To be eligible to enter, individuals must purchase any Disney® Brand merchandise from a participating BIG W store in Australia during the promotional period. Online purchases are not eligible to qualify for entry.

2.To enter, individuals must then either:

- (a) visit [www.bigw.com.au](http://www.bigw.com.au) follow the links to the competition entry page, input the requested details, including their receipt number and store name, and submit the fully completed entry form; or
- (b) send an SMS to 19719766 containing their receipt number, store name and full name (in that order, with a space between each item). Premium SMS cost is 55c. Entrants must have premium service access. SMS service provider: Salmat Interactive Pty Ltd; or
- (c) call 1900966562 and leave the requested details when prompted including receipt number, store name, full name, contact number, and address (in that order). Maximum cost of 1900 call is 55c. Calls from mobile and pay phones may attract a higher rate. 1900 service provider: Salmat Interactive Pty Ltd.

## **TERMS AND CONDITIONS**

1.Information on how to enter and 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 residents of Australia.

3.Employees (and their immediate families) of the Promoter, 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 1<sup>st</sup> cousin.

4.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 to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process (including but not limited to tampering by way of use of techniques designed to avoid the payment of SMS/1900 call costs). Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

5.Incomplete, indecipherable, inaudible or illegible entries will be deemed invalid.

6.Multiple entries permitted, subject to the following: (a) only one entry permitted per purchase receipt (regardless of the amount spent or the number of participating products purchased in the same transaction); and (b) each entry must be submitted separately and in accordance with entry requirements.

7.Entrants must retain their original 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 BIG W store of purchase and that the purchase was made during the promotional period but prior to entry.

8.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.

9.Maximum cost of 1900 call is 55c. Calls from payphones and mobile phones may attract a higher rate.

10.Premium SMS cost is 55c. Entrants must have premium service access. SMS winners will be contacted by SMS and/or phone and the Promoter will record their address details so that the prize may be awarded. SMS entries via the Internet are ineligible. Entries are deemed to be received at the time of

receipt into the promotion database and NOT at the time of transmission by the entrant.

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

12.Promotion commences 0.01am AEST on 2 July 2009 and ends at 11:59pm AEST on 15 July 2009. The draw will take place at Salmat Interactive Pty Ltd, Level 17, 100 Arthur Street, North Sydney NSW 2000 on 20 July 2009 at 3pm AEST.

### Major Prize Draw

13.The first valid entry drawn will win a trip to Disneyland® for a family of four (4) people valued at up to \$15,000 (depending on point and date of departure). Prize includes:

- (a) return economy airfares from the winner's nearest capital city to Los Angeles;
- (b) 5 nights accommodation at a Hotel of the Disneyland Resort (4 Star);
- (c) 4 x 5-Day Disneyland Resort Park Hopper Tickets;
- (d) transfers to and from Disneyland Resort from Los Angeles airport;

The winner and their companions are responsible for all other expenses including any applicable costs relating to passports, visas, flight and airport taxes, government levies, all transfers (except where specified in itinerary), spending money, meals, beverages, all insurance, all other ancillary costs (such as telephone, laundry and other activities not stated). Prize is subject to availability and is not transferable or redeemable for cash. Blackouts dates are applicable during Christmas and holiday periods. The winner must provide a minimum of 30 days notice for bookings. The winner and each of their companions are responsible for ensuring that they have the appropriate travel documentation. It is the responsibility of the winner to enquire about local issues and conditions at destinations prior to travel. The Promoter makes no representation as to the safety, conditions or other issues that may exist at any destination. Prize is valid for 1 year from the 20 July 2009.

14.During the entire duration of the prize, a nominated parent/guardian must accompany any person under 18 years of age.

15.The winner (and their companions) must depart from and return to the same departure point and travel together. 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. Winner may be required to present credit card at time of accommodation check in.

16.Itinerary to be determined by the Promoter. Subject to the terms and conditions of the participating prize provider(s), if for any reason any winner does not, once the prize has been booked, take the 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 and will not be redeemable for cash.

17.If the prize or any part of the prize provided by Promoter cannot, in the opinion of Promoter, be provided for any reason, then the Promoter reserves the right to provide an alternative travel prize or part of a prize (including to an alternative destination) to the same value as that part of the prize being replaced.

18.The major prize winner will be notified by phone and in writing and their name will be published in The Australian on 27 July 2009.

### General

19.If the winner of a prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian.

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

21.Total prize pool value is up to \$15,000.

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

23.A draw for any unclaimed prizes may take place on 20 October 2009 at the same time and place as the original draw. Winners' names will be published in The Australian on 30 October 2009.

24.Entrants consent to the Promoter using the entrant's 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 competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

25.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, 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.

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

27. 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.

28. Except for any liability that cannot be excluded by law, the Promoter and each of their related bodies corporate (including each of their respective officers, employees and agents) exclude 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, including, but not limited to, where arising out of the following: (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 a prize.

29. As a condition of accepting the major prize, the winner (and their companions) must sign any legal documentation as and in the form required by the Promoter in their absolute discretion including but not limited to a legal release and indemnity form.

30. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including but not limited to prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing and publicity purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to access, update or correct information to the Promoter. All entries become the property of the Promoter.

31. The Promoter is Woolworths Limited, 1 Woolworths Way, Bella Vista, NSW 2153. ABN 88 000 014 675.

NSW Permit No: LTPS/09/04875, Vic Permit No: 09/1718, and ACT Permit No: TP 09/02023, and SA Permit No: T09/1231.