



The Lucky Charm (TLC) Rewards™ Major Prize Draw - Terms & Conditions of Entry

The TLC Rewards™ Major Prize Draw is a promotion conducted under the TLC Rewards™ Program.

1. Definitions within these Terms & Conditions of Entry and this Promotion:

Card	means a TLC Rewards™ Card issued by the Promoter as part of the TLC Rewards™ Program.
Cardholder	means a person who holds a TLC Rewards™ Card, and who is Registered according to the TLC Rewards™ Program database.
Eligible Purchase	means a purchase by a Cardholder at a Participating Store of an amount which is the Qualifying Amount or greater. Smoking and Tobacco products, stamps, money transfers and bill payment purchases are excluded from entry by law.
Participating Store	means a participating The Lucky Charm store referred to as TLC Newsagency, Newsagent or Express store.
Prize Winner	means the winner of the Promotion and the Prize as determined in accordance with clause 9.
Prize	means AUD10,000 (ten thousand dollars) to be credited into the Prize Winner's bank account.
Promotion	means the TLC Rewards™ Major Prize Draw promotion governed by these Terms & Conditions of Entry and conducted as a promotion under the TLC Rewards™ Program.
Promoter	The Lucky Charm Pty Ltd ABN 76 093 126 606 of Unit 3 / 691 Marshall Road, Malaga WA 6090
Promotional Period	means 00:01 9 November 2020 WST to 23:59 28 March 2021 WST
Qualifying Amount	means the <u>total purchase</u> amount is AUD 1.00 or greater.
Registered	means that all mandatory Cardholder information has been correctly completed in the legal name of the Cardholder, according to the TLC Rewards™ database and which is deemed final and conclusive.

- Information on how to enter the Promotion and a description of the Prize forms part of these Terms & Conditions of Entry. Participation in the Promotion constitutes acceptance of these Terms & Conditions of Entry. Entries not complying with these Terms & Conditions of Entry are ineligible and the Promoter reserves the right to disqualify any Cardholder from the Promotion if any entry does not comply with these Terms & Conditions of Entry or as otherwise set out in these Terms & Conditions of Entry.
- The Promotion is open to Cardholders and available at all Participating Stores. Provided the Cardholder makes an Eligible Purchase, entry into the Promotion is otherwise free. Directors, management and employees of the Promoter and its franchisee stores and its agencies directly associated with this Promotion are ineligible to enter. The Promotion is open to all Cardholders 18 years and over.
- These Terms & Conditions of Entry will be displayed at tlcrewards.com.au at the commencement of the Promotion.
- Entries for this Promotion close 23:59 28 March 2021 WST.
- To enter the Promotion, a Cardholder must swipe his or her Card at the register of a Participating Store immediately before making an Eligible Purchase.



7. One entry will be recorded for each swipe and Eligible Purchase immediately after the Eligible Purchase. The Promoter's records are final and conclusive.
8. There is no limit to the number of entries a Cardholder is allowed.
9. The Prize Winner will be determined by an automated random draw of all valid entries. The draw will take place at 8.00am WST 29 March 2021 at The Lucky Charm Pty Ltd, Unit 3, 691 Marshall Road, Malaga, WA, 6090. The first valid entry randomly drawn from all entries collected during the Promotional Period will be the Prize Winner. All effort will be made to contact the Prize Winner who has three (3) months to claim the prize. In the event that the winner does not come forward a redraw will occur.
10. Within 2 days of the draw, the Prize Winner will be contacted by email and telephone and will have his or her first initial, surname and state published on the TLC Rewards™ website.
11. The Promoter may conduct such further draws as are necessary if the Prize is unclaimed.
12. The Prize will be awarded in the form of a crossed cheque made out to the Prize Winner, or if the Prize Winner requests, in the form of an electronic funds transfer to an account nominated by the Prize Winner. It is the responsibility of the Prize Winner to advise the Promoter of their correct details for payment. The Promoter will not be responsible for any funds transmitted to an incorrectly nominated account.
13. The total prize pool value of the Promotion is AUD10,000 (ten thousand dollars).
14. The Promoter accepts no responsibility for any tax implications that may arise from winning the Prize. Independent financial advice should be sought.
15. The Promoter reserves the right to disqualify all entries from any Cardholder who is in breach of the Terms & Conditions of Entry or the Terms & Conditions of the TLC Rewards™ Program or who manipulates, seeks to manipulate or benefits from manipulating, the entry process or the Promotion.
16. The Promoter and its agencies and companies associated with this Promotion will not be liable for any loss (including but not limited to indirect or consequential loss), damage or personal injury which is suffered or sustained (including without limitation to that caused by any person's negligence) relating to the Promotion or the awarding or taking of the prize except for any liability which cannot be excluded by law (in which case liability is limited to the minimum amount allowable by law).
17. If for any reason this Promotion is not capable of running as planned, the Promoter reserves the right in its discretion to modify the terms of the Promotion including the Prize and these Terms & Conditions of Entry (subject to any applicable law).
18. If any act or omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these Terms & Conditions of Entry, the Promoter will not be liable for any failure to perform or delay in performing its obligation and the Promoter reserves the right (subject to any applicable law) to cancel, terminate, modify or suspend the Promotion.
19. The Promoter may use any personal information that a Cardholder has provided to it as part of the TLC Rewards™ Program for the purpose of running the Promotion, and also in advertisements, publications, media statements and other promotional material associated with the Promotion. For purposes of public statements and advertisements, the Promoter will only publish the Prize Winner's surname, initial and state. The Promoter may disclose the information for those purposes to its related bodies corporate and contractors. Unless the Cardholder has opted-out of communication, the Promoter may use personal information a Cardholder has provided to send the Cardholder information about The Lucky Charm's products and services (including via electronic means), and may disclose the information to its related bodies corporate, agencies and contractors (including call centres, advertising agencies and direct mail houses) the Promoter engages for that purpose. If an entrant requires access to his or her personal information, he or she should send an e-mail to tlcrewards@theluckycharm.com.au. The Promoter is bound by the National Privacy Principles contained in the Privacy Act (Cth) 1988. A copy of the Promoter's privacy policy can be viewed at tlcrewards.com.au. If an entrant wishes to update personal information the Promoter holds about him or her, he or she can contact the Promoter via email to tlcrewards@theluckycharm.com.au
20. In the event there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and no correspondence will be entered into.
21. These Terms & Conditions of Entry are governed by the laws of Western Australia.
22. The Promoter is The Lucky Charm Pty Ltd, ABN 76 093 126 606 of Unit 3 / 691 Marshall Road, Malaga, WA 6090. Authorised under Northern Territory permit number TLP1098.