

Visa Offers + Perks & Woolworths Olympic Promotion – Terms and Conditions

1. This Olympic Promotion for any Visa Cardholders (the “**Olympic Promotion**”) is available from 12:01AM AEDST on 5 February 2020 to 11:59PM AEDST on 18 February 2020 (both dates inclusive) (the “**Promotion Period**”). The promotion is open only to principal cardholders (each an “**Eligible Cardholder**” and collectively “**Eligible Cardholders**”) of any Visa Card in Australia (each an “**Eligible Card**” and collectively “**Eligible Cards**”). By participating in this Olympic Promotion, Eligible Cardholders agree to be bound by these terms and conditions.
2. To be eligible to participate in this Olympic Promotion, an Eligible Cardholder must:
 - (a) 18 years of age or older and a companion must be 16 years old or above;
 - (b) be a principal cardholder of an Eligible Card;
 - (c) hold at least one Eligible Card account that is validly existing (i.e. must not be suspended, cancelled or terminated), in good standing, and conducted in a proper and satisfactory manner at all times as determined by Promoter in its sole and absolute discretion. For the avoidance of doubt, Eligible Cardholders whose Eligible Card’s accounts have been suspended, cancelled or terminated for any reason during the Promotion Period are not eligible for the Olympic Promotion;
 - (d) at any point up to the date of Notification (as defined in Clause 11 below) and as determined at the sole and absolute discretion of the Promoter, not be:
 - (i) an employee of each of Woolworths and its subsidiaries and affiliates (which, for the avoidance of doubt, includes employees of the Promoter or its subsidiaries);
 - (ii) immediate family members of the employees falling within Clause 2(c)(i) above;
 - (iii) an employee of any partner, sponsor and agency (including, without limitation, any external auditor and advertising agency) who is directly involved in organizing or the conduct of this Olympic Promotion; or
 - (iv) otherwise involved in organizing or administering this Olympic Promotion; and
 - (e) meet the minimum spend requirement of \$150 in a single transaction on woolworths.com.au on an Eligible Card during the Promotion Period (each an “**Eligible Transaction**” and collectively “**Eligible Transactions**”).
3. Eligible Cardholders who make an Eligible Transaction will receive one (1) automatic entry into the draw for the Tokyo 2020 Olympic Games Prize (defined below). Entrants will notified on the order confirmation page that if they made an Eligible Transaction they have been entered into the draw.
4. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per Eligible Transaction (regardless of the amount spent in excess of \$150 in that transaction); and (b) each entry must be submitted separately and in accordance with entry requirements.
5. 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 that the Eligible Transaction was made on an Eligible Card and that the Eligible Transaction was made during the Promotion Period.

6. The first valid entry drawn will win a trip for two (2) people to the Tokyo 2020 Olympic Games valued at up to AU\$25,950 depending on date and point of departure (“**Tokyo 2020 Olympic Games Prize**”). Prize details are contained in the table below.

Inclusions	<ul style="list-style-type: none"> • Two (2) x return economy airfares from winner's nearest capital city to Tokyo, Japan for travel dates 4 August 2020 to 7 August 2020; • Three (3) nights' 4-star accommodation at the Intercontinental Tokyo Bay Hotel (daily breakfast included); • Two (2) x tickets to the basketball and skateboarding Olympic events (“Tickets”); • One (1) x VISA prepaid product valued at USD\$300; • Group activity and tour for two (2) people; • Access to VISA Everywhere Lounge in Tokyo; • Welcome gift valued at USD\$400; • VISA concierge and hospitality host; and • Airport transfers in Tokyo and transportation to and from all scheduled activities.
Exclusions	<ul style="list-style-type: none"> • Other travel costs which is not listed within the inclusions; • Any meal, event, and/or activity outside of programme schedule including transportation; • Translation services; • Athlete appearances; • Guests travel insurance, any applicable taxes; tourist entry visas and passports; • Hotel Incidentals; and • Any other items/services which are not listed within the inclusions.

During the entire duration of the prize, a nominated parent/guardian must accompany any person under 18 years of age. The winner and their companion are responsible for ensuring that they have valid passports, and any requisite visas, vaccinations and travel documentation. The winner and their companion must depart from and return to the same departure point and travel together. 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.

In the event of any unforeseen events/circumstances including but not limited to war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend or modify a prize, subject to any written directions from a relevant regulatory authority.

7. The draw will be conducted at Trade Promotions & Lotteries Pty Ltd, 24 Pitt Street Sydney NSW 2000 on 10 March 2020 at 10:00AM AEDST, 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 Promoter’s decision is final and no correspondence will be entered into.
8. The random selection and picking of the winner will be verified by external auditors. The Promoter reserves the discretion to change any of the Olympic Promotion mechanics without giving prior notice or reason (and the Promoter shall not be obliged to disclose its reason). The Promoter may appoint any party as the Promoter deems fit as an external auditor for the Olympic Promotion.

9. By accepting the Tokyo 2020 Olympic Games Prize (which contains the Tickets), The winner accepts the Tickets as awarded and also accept that the Tickets are subject to all of the applicable terms and conditions governing the use of such tickets as stipulated by the Tokyo Organising Committee for the 2020 Olympic Games (“**TOCOG**”). Such terms and conditions are contained in the Ticket License Agreement (which can be reviewed at <https://www.tokyo2020.org> on the back of the physical ticket (once issued) and include prohibitions against any use of the Ticket in connection with any commercial promotion or contest (without the consent of TOCOG) and the unauthorized sale of the Ticket in excess of the face value of the Ticket. By accepting the Tickets as a prize and/or as part of the Olympic Promotion, the winner is deemed to have accepted all of the applicable terms and conditions.
10. The winner will be notified within two (2) business days of the draw via the telephone number last registered and/or updated with the Promoter and email to the winner’s email address (“**Notification**”). The winner will have their name published on https://www.visa.com.au/en_au/visa-offers-and-perks/woolworths/140931 from 17 March 2020 (“**Announcement Date**”).
11. In addition, the Promoter will contact the winner within three (3) working days from the Announcement Date to collect any further details required and/or otherwise to facilitate the processing of Tokyo 2020 Olympic Games Prize. The winner shall be solely responsible for furnishing such details.
12. The winner shall accept their Tokyo 2020 Olympic Games Prize by providing his/her and his/her companion’s details to Visa Worldwide Pte. Limited that will then be used by Visa Worldwide Pte. Limited’s global hospitality team to register such winner and his/her companion for the Olympic Games Tokyo 2020 no later than 11:59PM AEDST on 23 March 2020 in accordance with the procedure stipulated in the Notification, unless otherwise notified by the Promoter. The winner shall strictly comply with any directions given by the Promoter in relation to the collection of the Tokyo 2020 Olympic Games Prize Package.
13. The Tokyo 2020 Olympic Games Prize Package is on an “as is” basis. The Tokyo 2020 Olympic Games Prize is non-transferable, non-assignable, non-exchangeable and non-redeemable for cash. The Promoter will not be liable or responsible for any additional expenditure that are incurred by the winner and his/her companion. Any additional expenses shall be solely borne by the winner and his/her companion.
14. The winner is solely responsible for obtaining all necessary travel documentation including, without limitation, all relevant passports and visas for himself/herself and his/her companion (where applicable). Insurance, including travel insurance, is not included in the Hospitality Package Prize. All other expenses (including, without limitation, taxes, fees, gratuities and other expenses) incurred are at the sole expense of individual winner and his/her companion (where applicable). The Promoter, Visa and/or Airlines are not responsible for any consequences, including but not limited to costs incurred, if the winner and/or the winner’s companion (where applicable) is unable to travel overseas, whether by reason of their failure to obtain the necessary visa or otherwise.
15. The Tokyo 2020 Olympic Games Prize may be forfeitable at the sole and absolute discretion of the Promoter if the Tokyo 2020 Olympic Games Prize is not collected in time or at all by the winner, including due to a lack of response from the winner to the Notification no later than 11:59PM AEDST on 23 March 2020 or due to the winner failing to provide the details as required in clause 12. Upon the exercise of such discretion by the Promoter, the winner shall forfeit all rights and entitlement to any Tokyo 2020 Olympic Games Prize. All decisions of the Promoter are final and binding.
16. No payment or compensation whether in cash, credit or kind shall be made for any uncollected, lost, misplaced and non-redemption of the entire Tokyo 2020 Olympic Games Prize or any component of the Tokyo 2020 Olympic Games Prize.

17. The Promoter reserves the right to replace or substitute the entire Tokyo 2020 Olympic Games Prize or any component of the relevant Tokyo 2020 Olympic Games Prize with any item of equivalent or similar value, without prior notice or reason (and the Promoter shall not be obliged to disclose its reason).
18. A draw for the prize, if unclaimed, may take place on 23 March 2020 at the same time and place as the original draw, subject to any directions from a regulatory authority. The winner, if any, will be notified by telephone and email within two (2) business days of the draw and their name will be published https://www.visa.com.au/en_au/visa-offers-and-perks/woolworths/140931 from 26 March 2020. The winner must claim the prize by 27 March 2020.

General

19. By participating in the Olympic Promotion, the Eligible Cardholder consents to the use of his/her personal data for marketing purposes, including but not limited to the use of his/her telephone number to contact him/her about products and promotions offered by the Promoter from time to time via telephone, SMS or multimedia messaging. Such consent will also prevail even if the Eligible Cardholder is registered or subsequently registers his/her contact information with the national Do Not Call Registry. The Promoter will also use and handle personal data as set out in its Privacy Policy, which can be viewed at <https://www.visa.com.au/legal/global-privacy-notice.html>. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their personal data, 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 personal data to any entity outside of Australia.
20. 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.
21. The Promoter is not responsible for any failure or delay in the transmission of the transactions by any party including but not limited to MasterCard/Visa acquiring merchants, merchant establishments, or any telecommunication provider.

22. Any cost associated with accessing the Woolworths or VISA website is the entrant's responsibility and is dependent on the Internet service provider used.
23. The Promoter reserves the right to vary, modify, revise, add or delete any of these terms and conditions, including terminating, shortening, extending or withdrawing the Olympic Promotion at any time without prior notice or reason (and the Promoter shall not be obliged to disclose its reason for such change) to the extent permitted by law.
24. The Promoter reserves the right to determine at its sole and absolute discretion all matters arising out of or in connection with the Olympic Promotion, including the Eligible Cardholder's eligibility for the Olympic Promotion. The Promoter's determination of all matters relating to this Olympic Promotion (including but not limited to the eligibility of an Eligible Cardholder to participate in the Olympic Promotion) shall be final, conclusive and binding, and no appeal or objection on any other grounds will be entertained (and the Promoter shall not be obliged to disclose its reason for such determination).
25. Except for death or personal injury caused by the negligence of the Promoter, to the fullest extent permitted by law, the Promoter and members of the Promoter's group have no liability in respect of, and will be indemnified from and against, any liability, loss, claim, damage or costs of any kind (including legal costs) to any person or entity, in whole or in part, directly or indirectly, whether by reason of the acceptance, possession, use or misuse of a Tokyo 2020 Olympic Games Prize.
26. The Tokyo 2020 Olympic Games Prize is provided by third party merchant(s). The Promoter is not an agent of such merchant(s). The Promoter makes no representation or warranty as to the Tokyo 2020 Olympic Games Prize or the quality of any goods and services provided by any merchant(s). Any dispute about the quality, condition and experience of the Tokyo 2020 Olympic Games Prize is to be resolved directly with the merchant(s). The Promoter is not obliged to assist or act on the Eligible Cardholder's behalf in communicating with any merchant(s).
27. In the event the Promoter has determined (in the Promoter's sole and absolute discretion) that the winner has irregularly or wrongly received a Tokyo 2020 Olympic Games Prize from the Promoter, or where the Promoter has reasonable grounds to believe or knowledge of subsequent events which would mean that the winner would not have been entitled to receive a Tokyo 2020 Olympic Games Prize (including but not limited to where any Qualifying Transaction on an Eligible Card is reversed or refunded), the Promoter reserves the right to claw back the Tokyo 2020 Olympic Games Prize or to deduct the value of the Tokyo 2020 Olympic Games Prize from the Eligible Cardholder's account(s) with the Promoter (whichever the case may be).

28. The Promoter reserves the right to determine at its sole and absolute discretion all matters arising out of or in connection with the Olympic Promotion, including an Eligible Cardholder's eligibility and the applicable criteria. The Promoter's determination of all matters relating to this Olympic Promotion (including but not limited to the eligibility to participate in the Olympic Promotion) shall be final, conclusive and binding and, no appeal or objection on any grounds will be entertained (and the Promoter shall not be obliged to disclose its reason).
29. In the event of any inconsistency between these terms and conditions and any brochures, marketing or promotional materials relating to the Olympic Promotion, these terms and conditions shall, to the extent of such inconsistency, prevail.
30. Unless otherwise stated, the Olympic Promotion is not valid with other offers, discounts, rebates, vouchers, privileges or promotions.
31. A person who is not a party to the Olympic Promotion Terms and Conditions has no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any of the Olympic Promotion Terms and Conditions.
32. The Olympic Promotion Terms and Conditions are governed by and shall be construed in accordance with the laws of Australia and entrants agree to submit to the non-exclusive jurisdiction of the courts of the Australia.
33. All information is correct as at the time of publication.
34. The Promoter is Visa AP (Australia) Pty Ltd (ABN 20 134 885 564) of Level 39, Tower 2, International Towers Sydney, 200 Barangaroo Avenue, Sydney NSW 2000 telephone (02) 9253 8864.

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