

## Terms and conditions

### 1. Promotion:

Visa Everyday Pay FIFA Women's World Cup 2023™ Promotion

### 2. Promoter:

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

### 3. Sponsor:

Woolworths Group Ltd (t/a 'Everyday Rewards') ABN 88 000 014 675, 1 Woolworths Way, Bella Vista, NSW 2153, Australia. Ph: 02 8885 0000

### 4. Promotional Period:

**Start date:** 12/04/2023 at 12:01 am AEST

**End date:** 09/05/2023 at 11:59 pm AEST

### 5. Definitions:

"Everyday Pay from Everyday Rewards" means the digital wallet accessed using the Everyday Rewards App.

"Everyday Rewards App" means the Everyday Rewards Program application where members can view their rewards balance, browse specials and use or access and activate member benefits.

"Everyday Rewards Program" means the Everyday Rewards loyalty program operated by the Woolworths Group. Further details of the Everyday Rewards Program (including terms and conditions of the program) are accessible at [everydayrewards.com.au](https://everydayrewards.com.au).

"Participating Store" means any Woolworths, Metro or BIG W store in Australia that has Everyday Pay functionality enabled at point-of-sale.

### 6. Eligible entrants:

The Promotion is open only to principal cardholders (each an "Eligible Visa Cardholder" and collectively "Eligible Visa Cardholders") of any Visa Card in Australia (each an "Eligible Visa Card" and collectively "Eligible Visa Cards") and existing Everyday Rewards Members (each a "Registered Everyday Rewards Cardholder" and collectively "Registered Everyday Rewards Cardholders"). By participating in this Promotion, Eligible Visa Cardholders and Registered Everyday Rewards Cardholders (together, "Eligible Cardholders") agree to be bound by these Terms and Conditions.

- For the purpose of these Terms and Conditions, an Eligible Visa Cardholder must: (a) be 18 years of age or older; (b) be a principal cardholder of an Eligible Visa Card; (c) hold at least one existing Eligible Visa Card account that is valid (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 Visa Cardholders whose Eligible Visa Card's account/s have been suspended, cancelled or terminated for any reason during the Promotion Period are not eligible for the Visa Everyday Pay Promotion; (d) at any point up to the

date of Winner Notification and as determined at the sole and absolute discretion of the Promoter, not be: (i) an employee of the Promoter, 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 of the Promoter; (iii) an employee of any partner, sponsor and/or agency (including, without limitation, any external auditor and advertising agency) who is directly involved in organising or the conduct of this Promotion; or (iv) otherwise involved in organising or administering this Promotion; and (e) meet the entry requirement of adding an Eligible Visa Card in Everyday Pay during the Promotion Period and making an eligible transaction using the Eligible Visa Card (each an “Eligible Transactions” and collectively “Eligible Transactions”).

8. For the purpose of these Terms and Conditions, “Registered Everyday Rewards Cardholder” means a holder of an Everyday Rewards card issued by the Sponsor excluding holders of temporary Everyday Rewards cards, where all mandatory cardholder information (including cardholder’s legal name) has been correctly completed in the Everyday Rewards Program database – cardholder is not a Registered Everyday Rewards Cardholder until confirmation has been issued by the Everyday Rewards Program. Entrants must continue to be an existing Everyday Rewards Member at the time of the draw to be eligible for a prize. Details of the Everyday Rewards Program (including terms and conditions of the program) are accessible at [everydayrewards.com.au/terms](http://everydayrewards.com.au/terms).
9. The Promoter reserves the discretion to change any of the Visa Everyday Pay mechanics without giving prior notice or reason (and the Promoter shall not be obliged to disclose its reason).

#### **10. How to enter**

To enter the Promotion, entrants must complete the following steps during the Promotional Period:

1. Download the Everyday Rewards App on their compatible device and fully complete the Everyday Pay from Everyday Rewards customer registration with their personal details and Everyday Rewards card number as requested (if they have not done so already);
  2. Accept the Everyday Pay from Everyday Rewards Terms and Conditions;
  3. Add an Eligible Visa Card in their Everyday Pay from Everyday Rewards wallet (i.e. tap the plus button (+) to set-up their Eligible Visa Card to link with their Everyday Pay from Everyday Rewards digital wallet), and
  4. Complete a purchase of AUD \$10 or more in a single transaction (excluding tobacco products) at any Participating Store using an eligible Visa Card in their Everyday Pay from Everyday Rewards digital wallet. For the avoidance of doubt, where the entrant chooses to split the payment for the relevant purchase, a minimum of AUD \$10 must be paid using an eligible Visa Card in their Everyday Pay from Everyday Rewards digital wallet.
11. Eligible Cardholders who meet the requirements and make an Eligible Transaction will receive one (1) automatic entry into the draw.
  12. Multiple entries are permitted, subject to the following: (a) only one (1) entry permitted per Eligible Transaction (regardless of the amount spent in that transaction); and (b) each entry must be submitted separately and in accordance with entry requirements.

13. Entries will be automatically recorded on purchase.
14. Entrants must retain their original purchase receipt 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 Participating Store of purchase and that the purchase was made during the Promotional Period.
15. In the event that an entrant cancels an Eligible Transaction (including requesting or obtaining a refund) they will be ineligible to receive a prize. If an entrant receives, activates and/or uses a prize, the value of the prize will be deducted from any refund provided to that entrant as a result of the cancelled transaction.

**16. Total Prize Pool**

Up to \$68,375

**17. Draw**

The draw will take place at Handling Matters, Unit 40, 1-5 Thew Parade CROMER NSW 2099 on 17/05/2023 at 11:30am AEST 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.

18. The first valid entry drawn will win a trip for four (4) people to see Australia play Canada in the FIFA Women's World Cup 2023™ in Melbourne, VIC valued at up to AU\$30,875 depending on point of departure. Prize includes:
  - Four (4) x return economy airfares from winner's nearest capital city to Melbourne, VIC (only provided if winner resides outside of VIC). In the event the winner resides in VIC, then the prize does not include airfares and the airfare component of the prize is not redeemable for cash;
  - Return airport to hotel transfers (if needed) for four (4) people;
  - Two (2) nights twin share minimum 4 star accommodation in Melbourne, VIC in two (2) rooms with breakfast included daily;
  - Four (4) CAT 1 tickets to see Australia play Canada at the FIFA Women's World Cup 2023™ in Melbourne on 31/07/2023, including in-stadium hospitality and a \$50USD (\$78 AUD) Visa Prepaid Card per person for use in stadium;
  - A Visa branded merchandise pack per person valued at \$156.25 each;
  - Return hotel to match transfers for four (4) people; and
  - A \$500 AUD WISH eGift Card (for the winner only).

Additional spending money, additional meals, taxes (excluding airline and airport taxes), insurance, transport to and from departure point, additional transfers, items of a personal nature, in-room charges and all other ancillary costs are not included. Prize must be taken to coincide with the FIFA Women's World Cup 2023™ event - Australia vs Canada in Melbourne, VIC on 31/07/2023 with flights departing on or before 31/7/2023 and is subject to booking and flight availability. 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/s 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 war, terrorism, state of emergency, pandemic or any other kind of disaster, 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.

As a condition of accepting the prize, the winner (and their companion/s) must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form. In the event a 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 next twenty five (25) valid entries drawn will each win four (4) priority tickets to a FIFA Women's World Cup 2023™ game in the winner's nearest residing State/Territory, as determined by the Promoter in its absolute discretion, and a \$100 WISH eGift Card. Total individual prize is valued at \$1,000. All costs associated with getting to and from the selected 2023 FIFA Women's World Cup game will be the responsibility of the winner and their guest/s. For clarity, prize includes tickets and \$100 WISH eGift Card only.
20. The next five hundred (500) valid entries drawn will each win a \$25 WISH eGift Card.
21. Winners are eligible to have more than one (1) winning Eligible Transaction, if more than one (1) of their Eligible Transactions is drawn in the draw.
22. The random selection and picking of a winner will be verified by an external scrutineer. The Promoter may appoint any party as the Promoter deems fit as an external scrutineer for the Promotion.
23. Subject to the unclaimed prize draw, if for any reason a winner does not take/redeem prize by the time stipulated by the Promoter, then the prize will be forfeited.
24. If a prize is unavailable, the Promoter, in its discretion, reserves the right to substitute all or part of the prize with all or part of another prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
25. A draw for any unclaimed, may take place on 16/06/2023 at the same time and place as the original draw, subject to any directions from a regulatory authority.

## **26. Winner Notification**

The winners will be contacted by email within seven (7) business days of the draw and their name will be published online at <https://www.visa.com.au/everydaypay> from 24/05/2023.

Unclaimed Prize winners, if any, will be contacted by email within seven (7) business days of the unclaimed Prize draw and their name will be published online at <https://www.visa.com.au/everydaypay> on 23/06/2023.

## **27. Prize conditions**

Any ancillary costs associated with redeeming a WISH eGift Card or Visa Prepaid Product is not included. Any unused balance of the WISH eGift Card or Visa Prepaid Product will not be awarded as cash. Redemption of the WISH eGift Card or Visa Prepaid Product is subject to any terms and conditions of the issuer including those specified on the WISH eGift Card or Visa Prepaid Product.

28. Woolworths Group Limited ABN 88 000 014 675 is the issuer of the WISH eGift Card. WISH eGift Cards have no expiry date and are redeemable at Participating Stores only. For a list of Participating Store locations and full eGift Card Terms and Conditions visit [woolworths.com.au/giftcards](https://www.woolworths.com.au/giftcards).

29. The **FIFA Women's World Cup 2023™** tickets are subject to the event venue and ticket terms and conditions, including any applicable age restriction. The Promoter and event organisers hereby expressly reserve the right to eject **the** winner (and/or their companion/s) for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.

30. Where relevant, prizes will be distributed to the winners to their email address linked to their Everyday Rewards account.

31. Prizes are non-transferable, non-assignable, non-exchangeable and non-redeemable for cash, unless otherwise advised.

## **32. Additional terms:**

33. 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.

34. 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.

35. By participating in the Promotion, the Eligible Cardholder consents to the use of his/her personal data for the purposes of winning transaction notifications. 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.

36. The Promoter is not responsible for any failure or delay in the transmission of the transactions by any party including but not limited to Visa acquiring merchants or merchant establishments.
37. 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 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.
38. 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.
39. The Promoter reserves the right to determine at its sole and absolute discretion all matters arising out of or in connection with the Promotion, including the Eligible Cardholder's eligibility for the Promotion. The Promoter's determination of all matters relating to this Promotion (including but not limited to the eligibility of an Eligible Cardholder to participate in 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).
40. 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 prize.
41. Prizes are provided by the Promoter and Sponsor. The Promoter makes no representation or warranty as to a prize or the quality of any goods and services that are redeemed through a prize.
42. In the event of any inconsistency between these Terms and Conditions and any brochures, marketing or promotional materials relating to the Promotion, these terms and conditions shall, to the extent of such inconsistency, prevail.
43. Unless otherwise stated, the Promotion is not valid with other offers, discounts, rebates, vouchers, privileges or promotions.
44. 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.
45. 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.

46. 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 the appearance of any or all a 2023 FIFA Women's World Cup match 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 (f) taking of a prize.

47. All information is correct as at the time of publication.

NSW Authority No. TP/ 01969. SA Permit No. T23/ 223. ACT Permit No. TP23/ 00306