

**“HAPPY MOTHERS DAY” WIN FLOWERS FOR A YEAR!
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 (as defined below), Hive & Wellness Australia Pty Ltd (ABN 55 009 686 435) 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 on 31 March 2021 and close at 11:59pm AEST on 2 May 2021 (“**Promotional Period**”).
5. To enter, individuals must complete the following steps during the Promotional Period:
 - a) purchase any Capilano and Golden product from a Participating Store during the Promotional Period (“**Qualifying Transaction**”). Individuals must ensure they receive a purchase receipt for the Qualifying Transaction; and
 - b) Visit <https://mothersday.comp.com.au>, follow the prompts to the promotion entry page, input the requested details (including their first name, surname, age, email address, mobile number and upload a copy of their purchase receipt) and submit the fully completed entry form.
6. A participating store is any store nationally that stocks Capilano and Golden (each a “**Participating Store**”).
7. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per Qualifying Transaction (regardless of the number of Capilano and Golden products purchased in that transaction); and (b) each entry must be submitted separately and in accordance with entry requirements.
8. Entrants must retain a copy of their purchase receipt 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 an entrant’s entry and forfeiture of any right to a prize. Purchase receipts must clearly specify the store of purchase, that a Capilano and Golden product was purchased and that the purchase was made during the Promotional Period but prior to entry.
9. 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.

10. Incomplete and indecipherable entries will be deemed invalid.
11. 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.
12. The draw will take place at Unit 6, 106 Old Pittwater Rd, Brookvale NSW 2100, on 3 May 2021 at 9am AEST (“**Prize Draw Date**”), 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 in writing within two (2) business days of the draw and their name will be published online at <https://mothersday.comp.com.au> from 4 May 2021.
13. The Promoter’s decision is final and no correspondence will be entered into.
14. The first ten (10) valid entries drawn will each win a \$2,000 Interflora Voucher.
15. Any ancillary costs associated with redeeming the voucher are not included. Any unused balance of the voucher will not be awarded as cash. Redemption of the voucher is subject to any terms and conditions of the issuer including those specified on the voucher. The Promoter will not be responsible for any gift voucher that is lost or stolen.
16. Prizes will be delivered, paid or transferred to the winners within 28 days after the Prize Draw Date.
17. Subject to the unclaimed prize draw clause, if for any reason a winner does not take / redeem a prize at/by the time stipulated by the Promoter, then the prize will be forfeited.
18. If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize of the equal value and/or specification, subject to any written directions from a regulatory authority.
19. Total prize pool value is \$20,000. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
20. All prizes will be distributed after the Promotional Period. The Promoter will make reasonable efforts to identify and locate the prize winners. If any prizes remain unclaimed within 3 months after the Prize Draw Date, an unclaimed prize draw will take place on 3 August 2021 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified in writing within two (2) business days of the relevant draw and their names will be published online at <https://mothersday.comp.com.au> from 4 August 2021.
21. 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.
22. 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 pandemic 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.

23. 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.
24. 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.
25. 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) any tax liability incurred by a winner or entrant; or (f) use of a prize.
26. If for any reason beyond the reasonable control of the Promoter this Promotion is not capable of running as planned, the Promoter reserves the right in its sole discretion to take any action that may be available to it, and to cancel, terminate, modify or suspend the Promotion, unless to do so would be prohibited by law.
27. The Promoter reserves the right to cancel, terminate, modify or suspend the Competition or amend these terms and conditions, subject to any directions from a regulatory authority.
28. 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.gwf.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.

29. The Promoter is George Weston Foods Limited (ABN 45 008 429 632) of Building A, Level 2 Talavera Rd, Macquarie Park NSW, 2113. Tel: 1800 645 515.

Authorised under: NSW Permit No. TP/00795, ACT Permit No. TP21/00224, SA Permit No. T21/212