

“DRAKES SUPERMARKETS – Million Dollar Giveaway”

HOW TO ENTER

1. To be eligible to enter, individuals must spend \$40 or more (excluding tobacco, gift cards & commission sales such as phone re-charge, dry cleaning & continuity sales) and purchase a specially marked product in one transaction at any participating Drakes Supermarket in South Australia or Queensland.
2. Participants can enter either by:
 - a. Online: visit www.drakes.com.au/competitions and follow the links to enter your details as prompted. Entrants must keep an original copy of their receipt as proof of purchase.
 - b. myDrakes App: Automatic entry into the promotion is triggered upon scanning your myDrakes App in an eligible transaction at the register during the promotion.

TERMS AND CONDITIONS

1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to all terms and conditions. Parents/guardians may be required by the Promoter to enter a further agreement as evidence of consent to enter this Promotion.
3. Employees (and their immediate families) of the Promoters, participating Drakes Supermarkets, the Prize Providers and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: parent, sibling, child or spouse.
4. The Promoters reserve 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. Errors and omissions will be accepted at the Promoters' discretion. Failure by the Promoters' to enforce any of their rights at any stage does not constitute a waiver of those rights.
5. Incomplete, indecipherable, or illegible entries will be deemed invalid.
6. Multiple entries permitted, subject to the following: (a) only one entry permitted per purchase receipt; and (b) each entry must be submitted separately and in accordance with entry requirements.
7. If there is a dispute as to the identity of an entrant, the Promoters reserve the right, in their sole discretion, to determine the identity of the entrant.
8. Promotion commences on 28/2/2024. Final entries close at close of business or 9:00pm (local time) (whichever is first to occur) on 21/5/2024.
9. The Pre-Event prize draw will take place at Drakes Supermarkets Head Office (Level 1, 159 Henley Beach Road, Torrensville, South Australia 5031) on 28/05/2024 at 1pm. The winner's will be notified by mail/email, telephone and posted online at www.drakes.com.au/competitions within 48hrs of prize draw. The Promoter may draw additional reserve entries in the Pre-Event draw and record them in order in case an invalid entry or ineligible entrant is drawn.
10. If the Pre-Event prize draw winner's have not claimed their prize within 14 days, a secondary prize draw may take place at Drakes Supermarkets Head Office (Level 1, 159 Henley Beach Road, Torrensville, South Australia 5031) on 11/06/2024 at 1pm. The winners will be notified by mail/email, telephone and posted online at www.drakes.com.au/competitions within 48hrs of prize draw.
11. The Promoters' decision is final, and no correspondence will be entered into.
12. The first 5 valid entries drawn in the Pre-Event prize draw will win the opportunity to attend the Drakes Supermarkets Million Dollar Competition and will have the chance in a draw to win AU\$1,000,000 at the Finalist Event.
13. The Finalist Event will take place on 25/06/24 at 5pm, in Adelaide CBD, SA 5000. In order to participate in the Finalist Event, drawn Participants from Queensland will receive two (2) return economy adult airfare valued at up to AU\$800 each from Brisbane to South Australia, and one night accommodation for two valued at up to AU\$350 (incl. GST) each at a Five Star Adelaide CBD Hotel. Queensland Participants will also receive transfers to and from the airport in Adelaide valued up to AU\$100 each. South Australian Participants will also receive one night accommodation for two (2) and Valet Parking access at the Five Star Adelaide CBD Hotel valued at up to AU\$350 (incl. GST) each. Spending money, taxes, insurance, transport to and from departure point, items of a personal nature (including but not limited to in-room charges for Participants) and all other ancillary costs associated with participating in the Finalist Event are not included.
14. If a Participant cannot attend the Finalist Event, the Participant may appoint a proxy over 18 years of age to play the Finalist Event on his/her behalf provided the Participant gives the Promoters written, signed notice to that effect before start of the Finalist Event. If the Promoters have not been able to contact any Participant before the start of the Finalist Event, a representative of one of the Promoters will play the Finalist Event on the Participant's behalf.

15. The Finalist Event consists of two hundred (200) envelopes set out at the Major Prize Event. One (1) envelope will contain a promotional message to represent the AU\$1,000,000 prize. The other one hundred and ninety nine (199) envelopes will show a promotional message representing a consolation prize of AU\$10,000 cash.
16. In no particular order, five (5) independent Major Prize draws will take place, between each Major Prize draw, the insurers' representative(s) will reset the two hundred (200) envelopes. Each attendee will separately choose only one (1) envelope. If the Major Prize Event Attendee is found to have breached this condition, he/she will be disqualified and not be awarded any prizes. If the Major Prize Event Attendee selects the envelope containing the AU\$1,000,000 Major Prize then, subject to verification by the judges, they will win the AU\$1,000,000 Major Prize. If the Major Prize Event Attendee selects an envelope containing a consolation prize then they will win a AU\$10,000 cash prize, subject to verification by the judges.
17. The winners of the five (5) Major Prize draws will be notified by email, telephone and posted online at www.drakes.com.au/competitions within 48hrs of prize draw.
18. The Major Prize draw Participant's odds of winning the AU\$1,000,000 Major Prize are 1:200.
19. The total prize pool is valued up to AU\$5,050,000
20. Winners will receive funds by bank transfer.
21. The prize or any unused portion of the prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
22. Subject to Clause 14, if for any reason a winner does not redeem the prize by the time stipulated by the Promoters and/or the Prize Providers, then the prize or that element of the prize will be forfeited.
23. If the prize is unavailable, the Promoters and/or the Prize providers, in their discretion, reserve the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
24. Entrants consent to the Promoter and/or the Prize Providers 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 Promoters and/or the Prize Providers.
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 Promoters, the Promoters reserve the right, in their 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. Except for any liability that cannot be excluded by law, the Promoters and the Prize Providers (including their 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 Promoters' and/or the Prize Providers 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 Promoters and/or Prize Providers) due to any reason beyond the reasonable control of the Promoters; (d) any variation in prize value to that stated in these Terms and Conditions; or (e) participation in/use of the prize.
27. In the event of war, terrorism, state of emergency or disaster, the Promoters reserve the right to cancel, terminate, modify or suspend the promotion, subject to any written directions from a relevant regulatory authority.
28. As a condition of accepting the prize, the winner must sign any legal documentation as and in the form required by the Promoters and/or the Prize Providers in their absolute discretion, including but not limited to a legal release and indemnity form.
29. The Promoter and the Prize Providers are bound by the Australian Privacy Principles contained in the Privacy Act 1988 (Cth). The Promoters and the Prize Providers collect personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, as otherwise required by law, including to any Australian regulatory authority. Entry is conditional on providing this information and if entrants do not provide the information requested they may not be able to enter the Promotion. The Promoter and the Prize Provider will not transfer the entrant's personal information overseas, except upon the entrant's request, or if the Promoter and the Prize Provider is permitted or authorized to do so by law.
30. The Promoter and or the Prize Provider may, for an indefinite period, unless otherwise advised, use the personal information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. If an entrant wishes not to receive information from the Promoter and/or the Prize Provider, they can 'opt-out' by clicking on the 'unsubscribe' link at the bottom of the email, or phoning the Promoters on (08) 8415

6100 or by emailing Privacy@drakes.com.au or the Prize Provider by phoning 1300 748 748. All entries become the property of the Promoters and the Prize Providers.

31. The Promoter is Drake Supermarkets Pty Ltd, Upper Level 159 Henley Beach Road, Torrensville, SA 5031.
32. These Terms and Conditions shall not be interpreted or constructed to create an association, agency, joint venture or partnership between the Promoter and the Prize Providers or to impose any liability attributable to such a relationship upon either party.
33. SA Licence No: T24/27