

Drakes Bag Tags Promotion – Terms & Conditions

1. General

- a. These terms and conditions provide information regarding the Drakes Bag Tags Promotion.
- b. The Bag Tags Promotion (**Promotion**) is owned and managed by Drake Supermarkets Pty Ltd ABN 57 109 544 416 (**Drakes**), whose main office is at 159 Henley Beach Road, Torrensville SA 5031.
- c. Participation in the Promotion is governed by these terms and conditions. Any person not complying with these terms and conditions is ineligible to participate in the Promotion. Acceptance of a Bag Tag from Drakes Bag Tags (**Bag Tags**) and participation in this Promotion is deemed acceptance of these terms and conditions.
- d. Promotion runs in South Australia and Queensland from 00:01 ACST on 08 January 2025 until 23.59 ACDT on 18 February 2025, or while stocks last (**Offer Period**).
- e. Redemptions for Bag Tags may continue until 23.59 ACDT on 18 February 2025, or while stocks last.
- f. Drakes reserves the right to change the Offer Period in any State or Territory at any time (including, without limitation, extending the Offer Period) in its sole discretion.
- g. These terms and conditions are governed by the laws of South Australia
- h. Any failure by Drakes to act or enforce these terms immediately will not be considered a waiver of Drakes right to take any such action.
- i. If any of these terms and conditions are unenforceable or held to be invalid, the offending provision/s will be removed from these terms and conditions and the amended terms and conditions will remain in force.
- j. Each provision of these terms and conditions is severable. The terms and conditions remain enforceable even if individual clauses are removed or deemed unenforceable.

2. Eligible Transaction

- a. Drakes Customers will be eligible to receive one (1) Bag Tag in a single transaction between \$AUD60 and \$119.99AUD (excluding any money spent on Excluded Purchases) (**Eligible Transaction**).
- b. Multiple cars are available at every \$60 spend increment.

Spend > \$60.00 - \$119.99 = 1 Bag Tag
Spend > \$120.00 - \$179.99 = 2 Bag Tags
Spend > \$180.00 - \$239.99 = 3 Bag Tags
Spend > \$240.00 - \$299.99 = 4 Bag Tags
Spend > \$300.00 - \$359.99 = 5 Bag Tags
Spend > \$360.00 - \$419.99 = 6 Bag Tags
Spend > \$420.00 - \$479.99 = 7 Bag Tags
Spend > \$480.00 - \$539.99 = 8 Bag Tags
Spend > \$540.00 - \$599.99 = 9 Bag Tags
Spend > \$600.00 - \$659.99 = 10 Bag Tags

- c. An eligible transaction will generate a coupon on the customers receipt instore, which can be surrendered for a Bag Tag(s).
- d. **Excluded Purchases** means smoking/tobacco products and accessories, alcohol, mobile recharge, gift cards, lottery products, dry cleaning, phone re-charge and commission sales.
- e. Eligible transactions are in-store and online only, this promotion is not applicable to Uber Eats customers.
- f. Drakes may, in its sole discretion, offer additional methods to collect a Bag Tag. These offers may include the provision of bonus Bag Tags on certain days, through certain channels or on purchase of certain products. If implemented, Drakes will communicate such offer through in store marketing or its website or social media.
- g. Drakes reserves the right, at its discretion, to amend or introduce further participating products during the Offer Period that will entitle customers to receive bonus Bag Tags.

- h. The Bag Tags are not transferrable or exchangeable (as between the customer and Drakes), cannot be redeemed for or substituted with cash, and cannot be used in conjunction with any other discounts or offers.
- i. If Drakes forms the view in its sole discretion that a customer has not complied with these Terms and Conditions, Drakes reserves the right to not provide or withhold Books from that customer. Drakes or its nominee's decision is final, and no correspondence will be entered into.
- j. Bag Tags will only be available during the Offer Period or while stocks last. Drakes accepts no liability if Bag Tags become unavailable.
- k. If this promotion is not capable of running as planned for any reason beyond the reasonable control of Drakes, including but not limited to, pandemic, epidemic, infection by computer virus, bugs, tampering, unauthorized intervention, acts or omissions of third parties, technical failures or anything which corrupts or affects the administration, security, fairness, integrity or proper conduct of this promotion, Drakes reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the promotion. Further, Drakes may also recommence the promotion on the same terms in its sole discretion.

3. Liability

- a. Certain legislation may imply warranties or conditions or impose other obligations including statutory consumer guarantees which cannot be excluded, restricted, or modified except to a limited extent. To the extent permitted by law, Drakes excludes all guarantees, warranties, conditions, or other terms that apply under or are implied by statute, common law or trade custom or usage except as set out in these terms and conditions.
- b. If in the conduct of this promotion, Drakes is liable for a breach of any guarantee, warranty, condition or other term that applies under the Competition and Consumer Act 2010 (Cth.) or is implied by any other Commonwealth, State or Territory law that cannot be excluded, Drakes liability under that legislation is limited, to the extent permitted by law, to the cost of replacement of any benefit provided.
- c. Drakes, its associated agencies, companies and third parties associated with this promotion will not be liable for any loss (including, without limitation, indirect, special or consequential loss, loss of opportunity, or loss of profits), expense, damage, personal injury, illness or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this promotion or accepting or using any benefit, except for any liability which cannot be excluded by law (in which case the liability is limited to the minimum allowable by law). Nothing in these conditions restricts, excludes, or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
- d. As a condition of accepting the books and participating in the promotion on behalf of a recipient or customer under the age of 18 years old, the recipient's or customer's parent or guardian accepts these terms and conditions.

4. Privacy

- a. Drakes is bound by the Australian Privacy Principles contained in the Privacy Act 1988 (Cth). To the extent that Drakes is collecting personal information in order to conduct the Promotion, Drakes 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. Drakes will not transfer the entrant's personal information overseas, except upon the entrant's request, or if permitted or authorized to do so by law.
- b. A copy of Drakes privacy policy can be accessed by phoning (08) 8415 6100 or by emailing privacy@drakes.com.au.