

## LEXAR BIG W BACK TO SCHOOL PROMOTION 2017

### CONDITIONS OF ENTRY

1. Information on how to enter, mechanics of entry and prizes form part of these Conditions of Entry. Entry into the promotion is deemed acceptance of these Conditions of Entry. Entry is via Internet only.

### ELIGIBILITY

2. Entry into the promotion is only open to Australian residents aged 18 years or older who, in the event that their entry is drawn as the Major Prize winning entry, are able to travel to and remain in Orlando, Florida, USA for seven (7) nights during the period **01/04/2017 – 30/11/2017** (inclusive) in order to participate in the Major Prize as set out in Condition 16 (**Entrants**).
3. The directors, management and employees (and their immediate families) of the Promoter and Woolworths Limited trading as Big W and its related bodies corporate (**BIG W**), its related entities, printers, suppliers, providers and agencies whom are directly associated with the conduct of this promotion are ineligible to enter the promotion. 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.

### PROMOTIONAL PERIOD

4. The promotion commences at **12.01am** (AEDT) on **01/01/2017** and ends at **11:59pm** (AEDT) on **28/02/2017** (**Promotional Period**).
5. An Eligible Purchase must be made between **12.01am** (AEDT) on **01/01/2017** and **11.59pm** (AEDT) on **15/02/2017** (**Purchase Period**). Online entries will close at **11.59pm** (AEDT) on **28/02/2017**.

### HOW TO ENTER

6. To enter the promotion, Entrants must, during the Promotional Period:
  - a. purchase in one (1) transaction any two (2) Lexar products from any Big W store in Australia during the Purchase Period (**Eligible Purchase**);
  - b. log on to [www.lexarback2school.com.au](http://www.lexarback2school.com.au) (**Promotional Website**), select the promotion button on the Promotional Website and fully and correctly complete and successfully submit the online entry form in the manner required, including providing the Entrant's full name, current and valid email address, mobile telephone number, residential address, receipt number and the last six (6) digits on each of the two (2) barcodes located on the packaging of each Lexar product; and
  - c. retain the purchase receipt for each Eligible Purchase (**Purchase Receipt**),  
(together, an **Entry**).
7. Multiple Entries are permitted, however each Entry must be based on a separate Eligible Purchase of any two (2) Lexar products in accordance with Condition 6a, submitted separately and must independently comply with these Conditions of Entry. Entrants who successfully enter the promotion during the Promotional Period and in the manner set out in these Conditions of Entry will receive one (1) Entry into the draw for each Eligible Purchase.
8. Selection of Lexar products is subject to availability at each Big W store and based on reasonably anticipated demand. Lexar products may not be available for sale in all Big W stores at all times during the Promotional Period. The Promoter and BIG W accept no responsibility for any Lexar product being unavailable at a BIG W store during the Promotional Period.
9. Once an Entrant submits their Entry and the Promoter receives and confirms that the Entry has been successfully received, a message will appear on screen advising the Entrant that they have been entered into the draw.

10. Entries will be deemed accepted at the time of receipt by the Promoter and not at the time of transmission. Entries received will be considered final by the Promoter. Incomplete, inaccurate, erroneous, ineligible or incomprehensible Entries will be deemed invalid. The Promoter accepts no responsibility for late, lost or misdirected Entries. Contact details entered incorrectly by an Entrant on their entry form will deem their Entry invalid.
11. Costs associated with accessing the Promotional Website remain an Entrant's responsibility and may vary depending on the Internet service or telecommunications provider used.
12. The use of any automated entry software or any mechanical, electronic or other means that allows an Entrant to automatically enter repeatedly is prohibited and will render all Entries submitted by that Entrant invalid.
13. Each Entrant must retain and may be required to present proof of purchase of each Eligible Purchase in order to claim a prize. An Entrant may be required to provide to the Promoter proof of purchase for all Entries made. If an Entrant is unable to provide proof of purchase for all Entries made within the required timeframes, the Promoter will have the discretion to deem all Entries of that Entrant ineligible and invalid. Proof of purchase includes showing the original and providing a copy of the Purchase Receipt for each Eligible Purchase made during the Promotional Period. Purchase Receipts must clearly specify where the Eligible Purchase was made and that the Eligible Purchase was made during the Purchase Period but prior to submitting their Entry.

## **DRAW**

14. The draw to determine the winners will take place at 11:00am (AEDT) on 13/03/2017 at Suite 12, 285A Crown Street, Surry Hills NSW 2010. The winners will be notified by telephone and in writing within two (2) days of the draw. The winners' names and localities will be published in The Australian on 27/03/2017. All reasonable steps to notify winners of the results of the promotion using the contact details submitted in the Entrant's Entry will be taken by the Promoter. Each Entrant whose Entry is drawn by the Promoter must confirm their eligibility to be awarded a prize and their ability to accept a prize within **two (2) business days** of being successfully contacted and notified by the Promoter that their Entry has been drawn, otherwise their Entry will be deemed invalid. The Promoter's decision is final and no correspondence will be entered into.
15. The Promoter may draw ten (10) additional reserve Entries in the draw and record them (in order) in case an invalid Entry or ineligible Entrant is drawn or the Entrant is ineligible to accept or declines to participate in a prize. In the event of an invalid Entry or an ineligible Entrant, or if the Entrant is ineligible to accept or declines to participate in a prize, the prize will be awarded to the first reserve Entry drawn. If a prize cannot be awarded to the Entrant drawn, the Promoter will continue this process until the prize is awarded. If after this process a prize has still not been awarded, or if an Entrant drawn cannot be successfully contacted and notified by the Promoter that their Entry has been drawn, the Promoter will hold unclaimed prize draws in accordance with Conditions 28 and 29.

## **PRIZES**

16. **Major Prize:** The first eligible Entry randomly drawn from all Entries received during the Promotional Period will win (1) travel prize to Orlando, Florida, USA for seven (7) nights during the period **01/04/2017 – 30/11/2017** for the winner and three (3) companions (if any companion participating in the Major Prize is aged under 18 years, the winner or one of the other companions must be the parent or legal guardian of the person under 18 years of age), valued at up to **AUD\$20,000.00**. The Major Prize is comprised of the following:
  - a. four (4) return economy airfares to Orlando, Florida, USA from the Australian capital city international airport closest to the ordinary residential address of the winner (inclusive of airfare related taxes and charges). Transfers to and from the Australian capital city international airport closest to the ordinary residential address of the winner are not included;
  - b. seven (7) nights four (4) star accommodation at the Sheraton Vistana Resort Villas, Lake Buena Vista, Florida, USA (two bedroom villa);
  - c. return transfers from Orlando International Airport to the Sheraton Vistana Resort Villas;
  - d. one (1) Kennedy Space Center Tour with Gray Line Orlando / Gator Tours for the winner and their companion(s) (if any);

- e. 3 Day Magic Your Way Park Hopper Tickets to Walt Disney World Theme Parks for the winner and their companion(s) (if any); and
  - f. 1 Day Legoland Park Tickets for the winner and their companion(s) (if any).
17. The Major Prize must be taken during the period **01/04/2017 – 30/11/2017**, otherwise the Major Prize is forfeited. Redemption of the Major Prize is subject to availability and may be dependent on travel class availability, specific room category availability and travel 'blackout' periods applying (including school holidays and public holidays). All components of the Major Prize must be taken together and when offered or are forfeited. The Major Prize winner and their companion(s) (if any) must travel together and depart from and return to the same departure point. The Major Prize winner and their companion(s) (if any) may not accrue frequent flyer points. No extension or variation of the travel and/or accommodation date(s) nominated by the Promoter permitted. The Major Prize cannot be used in conjunction with travel discounts or special offers. Travel and accommodation are to be arranged by a licensed agent nominated by the Promoter.
  18. All additional costs not expressly stated, but which may be incurred in acceptance and use of the Major Prize, are the responsibility of the winner and their companion(s) (if any). Such additional costs may include, but are not limited to, meals and beverages, room service, telephone calls, laundry services, spending money, transport to and from the Australian capital city international airport closest to the ordinary residential address of the winner, other transfers, taxes including arrival and departure taxes (if applicable) but excluding airfare related taxes and charges included in the Major Prize, insurance, travel insurance, passports and visas. The Major Prize winner may be required to present a credit card at time of accommodation check-in.
  19. The Major Prize winner and/or their companion(s) (if any) must conduct themselves in a responsible, courteous and friendly manner at all times whilst participating in the Major Prize. Acceptance of the Major Prize and participation in the Major Prize is subject to any prevailing terms and conditions of travel/accommodation/transfers/services suppliers and any other prize suppliers, and in particular responsible consumption of alcohol, behaviour and safety requirements. The Major Prize winner and/or their companion(s) (if any) must follow all reasonable directions given by the Promoter and any prize supplier during the course of their participation in the Major Prize, including all directions relating to the responsible consumption of alcohol, behaviour and safety. The Promoter and any prize supplier reserve the right, in their absolute discretion, to refuse entry into any Major Prize related venue or location, to disqualify, sanction and/or eject the Major Prize winner and/or their companion(s) (if any) from any Major Prize related venue, or to refuse participation in certain activities, on the grounds of inappropriate behaviour, or safety reasons, or for any breach of these Conditions of Entry generally. If the Major Prize winner and/or their companion(s) (if any) fail to participate in the Major Prize in the manner required, as stated in this condition and in the reasonable opinion of the Promoter, their Entry and the balance of the Major Prize will be forfeited with no compensation payable.
  20. It is the sole responsibility of the winner, their companion(s) (if any) and the parent or legal guardian of any companion(s) under the age of 18 to ensure their entry into Florida, USA at their own expense, including ensuring all necessary passports are valid for six (6) months from date of travel, visas, travel authorisations, medical advice and recommended vaccinations and immunisations have been obtained prior to travel and, if required, on or by a date nominated by the Promoter. Failure to do so may result in the Major Prize being forfeited. The winner, their companion(s) (if any) and the parent or legal guardian of any companion(s) under the age of 18 who wish to travel to the USA under its Visa Waiver Program must apply for authorization under the Electronic System for Travel Authorization (**ESTA**) program at <https://esta.cbp.dhs.gov>. Any fines or penalties incurred as a result of any documents not meeting the requirements for authorization will be the sole responsibility of the winner, their companion(s) (if any) and the parent or legal guardian of any companion(s) under the age of 18. The Promoter makes no representation as to the safety of Florida, USA and it is the responsibility of the winner and their companion(s) (if any) to check the travel advice issued by the Department of Foreign Affairs and Trade at [www.smartraveller.gov.au](http://www.smartraveller.gov.au) and assess the safety of Florida, USA prior to travel.
  21. Entrants acknowledge that if they are selected as the Major Prize winner, the Entrant must be willing to participate in the Major Prize at the times and on the dates required by the Promoter in its sole discretion. It will be the responsibility of the Major Prize winner, their companion(s) (if any) and the parent or legal guardian of any companion(s) of the winner aged under 18 years to make any necessary school, work or family arrangements in anticipation of the winner's absence from home, school or work (as applicable). The Major Prize winner, their companion(s) (if any) and the parent or legal guardian of any companion(s) of the winner aged under 18 years are solely and

absolutely responsible for obtaining leave from work/study and other related activities to participate in the Major Prize. The Promoter is not responsible for any reduction or loss of wages or salary experienced by the Major Prize winner, their companion(s) (if any) and the parent or legal guardian of any companion(s) of the winner aged under 18 years.

22. **Second Prize:** The second eligible Entry randomly drawn from all remaining Entries received during the Promotional Period will win (1) \$2,000 BIG W Wish Gift Card.
23. **Third Prize:** The third eligible Entry randomly drawn from all remaining Entries received during the Promotional Period will win (1) \$1,000 BIG W Wish Gift Card.
24. The issuer of the BIG W Wish Gift Cards is Woolworths Limited (ABN 88 000 014 675) of 1 Woolworths Way, Bella Vista NSW 2153.
25. BIG W Wish Gift Cards are subject to their prevailing terms and conditions of use, including expiry dates, and are not replaceable if lost, stolen or damaged.
26. BIG W Wish Gift Cards cannot be sold, scalped, auctioned, raffled, pledged or promoted as an incentive or reward by any third party as an inducement for any person or other entity to enter into any commercial or other arrangements with that third party. If the prize is obtained through any of these methods, it will not be honoured by the prize supplier.

## GENERAL

27. The total maximum prize pool value is up to **AUD\$23,000.00**. Prizes are not transferable or exchangeable and cannot be taken as cash (unless otherwise indicated). The prizes must be taken as offered and cannot be varied. The prizes cannot be used or redeemed in conjunction with any other offer. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought. The Promoter accepts no responsibility for any variation in prize value. All prize values are the recommended retail price including GST (depending on point of departure).
28. **Major Prize Unclaimed Prize Draw:** The Promoter may conduct a further draw at the same time and place as the original draw as is necessary on **29/05/2017** in order to distribute the Major Prize (if any) unclaimed by that date, subject to any written directions given under applicable State or Territory legislation. In the event of any winner in the Major Prize Unclaimed Prize Draw, the winner will be notified by telephone and in writing within two (2) days of the draw, and the name and locality of the winner (if any) will be published in The Australian on 01/06/2017. All reasonable steps to notify the winner of the results of the Major Prize Unclaimed Prize Draw (if any) will be taken by the Promoter. The Promoter's decision is final and no correspondence will be entered into.
29. **Minor Prize Unclaimed Prize Draw:** The Promoter may conduct a further draw at the same time and place as the original draw as is necessary on 14/06/2017 in order to distribute any Second Prize or Third Prize (if any) unclaimed by that date, subject to any written directions given under applicable State or Territory legislation. In the event of any winner in the Minor Prize Unclaimed Prize Draw, the winner will be notified by telephone and in writing within two (2) days of the draw, and the name and locality of the winner(s) (if any) will be published in The Australian on 28/06/2017. All reasonable steps to notify the winner(s) of the results of the Minor Prize Unclaimed Prize Draw (if any) will be taken by the Promoter. The Promoter's decision is final and no correspondence will be entered into.
30. Entrants can only enter in their own name. Entrants who provide incorrect, misleading or fraudulent information are ineligible to participate in the promotion and all Entries of an Entrant who is deemed by the Promoter to have provided incorrect, misleading or fraudulent information may, at the discretion of the Promoter, be deemed invalid. The Promoter reserves the right to request the Entrant produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the Entrant's identity, age, residential address, eligibility to enter and claim a prize, and any information submitted by the Entrant in entering the promotion, before issuing a prize. If the documentation required by the Promoter is not received by the Promoter (or its nominated agent) or an Entrant or Entry has not been verified or validated to the Promoter's satisfaction then all the Entries of that Entrant will be ineligible and deemed invalid.

31. The Promoter reserves the right to verify the validity of any and all Entries and reserves the right to disqualify any Entrant for: (a) tampering with the entry process; (b) submitting an Entry which is not in accordance with these Conditions of Entry; or (c) if the Entrant is engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
32. A prize will only be awarded following any winner validation and verification that the Promoter requires in its sole discretion. Prizes will only be awarded where the barcodes fulfil all of the requirements of the Promoter's verification tests and procedures. The verification tests and procedures shall be determined by the Promoter in its absolute discretion.
33. It is a condition of accepting and participating in a prize that the winner and their companion(s) (if any) may be required to sign eligibility form(s), code(s) of conduct and/or legal release(s) (including prize acceptance release(s)) in a form determined by the Promoter in its absolute discretion (if a companion is under 18 years of age, their parent or legal guardian accompanying them in their participation in the Major Prize must also agree to and sign such documents for the companion under 18 years of age if requested by the Promoter).
34. Any attempt to cause malicious damage or interference with the normal functioning of the Promotional Website, or the information on the Promotional Website, or to otherwise undermine the legitimate operation of this promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law. If the Promoter or BIG W suffer loss or incur any costs in connection with any breach of these Conditions of Entry or any other legal obligation by an Entrant, the Entrant agrees to indemnify the Promoter and BIG W (where applicable) for those losses, damages and costs.
35. If a prize or element of a prize becomes unavailable, for any reason beyond the Promoter's reasonable control, then a comparable prize or prize element of equal or greater value will be awarded in lieu, subject to any written directions made under applicable State or Territory legislation.
36. If for any reason this promotion is not capable of running as planned for any reason beyond the reasonable control of the Promoter including because of war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or any which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the promotion and/or if necessary to provide an alternative prize or prizes to the same value as an original prize or prizes, subject to any written directions made under applicable State or Territory legislation.
37. The Promoter and BIG W and each of their associated agencies and companies exclude all liability (including negligence) except for any liability that cannot be excluded by law (including any applicable consumer guarantee under the Australian Consumer Law), for any direct or indirect injury, loss and/or damage arising in any way out of the promotion. This includes, but is not limited to: (i) technical malfunctions, delays or failures, including those resulting from accessing any materials related to this promotion and any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this promotion as a result of any technical malfunctions, delays or failures; (ii) theft, unauthorised access or third party interference; (iii) lost or damaged entries, prize claims or prize(s); and/or (iv) acceptance and/or use of any prize.
38. As a condition of entering this promotion, an Entrant consents to, in the event they are a winner, the Promoter using the Entrant's name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period of time without further notification, remuneration or compensation for the purpose of promoting, publicising or marketing the promotion (including any outcome), and/or promoting any products or services manufactured, distributed and/or supplied by the Promoter. The Entrant agrees that, in the event they are a winner, the Entrant will participate in all reasonable promoted activities in relation to the Promotion as requested by the Promoter and its agents.
39. As a condition of participating in the Major Prize, the Major Prize winner must procure that each of their companion(s) (if any) and the parent or legal guardian of any companion(s) under the age of 18 also consents to the Promoter using their name, likeness, image and/or voice (including photograph, film and/or recording of the same) in the manner set out in this condition and agrees to participate in all reasonable promoted activities in relation to the prize as requested by the

Promoter and its agents and sign any additional documents reasonably required by the Promoter to give effect to this condition.

40. It is a condition of accepting and participating in the Major Prize that the Major Prize winner and their companion(s) (if any) and the parent or legal guardian of any companion(s) under the age of 18 acknowledge and agree that the Promoter or its agents may film, photograph and record the winner and their companion(s) (if any) during the course of their participation in the prize and that such footage will be the property of the Promoter and may be edited.
41. An Entry and any copyright subsisting in an Entry irrevocably becomes, at time of entry, the property of the Promoter.
42. Selected partners, trusted third parties, promotional agents and prize suppliers of the Promoter (if any and depending on the nature of the prize) (**Promotional Partners**) may require that Entrants provide Personal Information to them in order to process a valid prize claim. Entrants must satisfy themselves with the privacy policies of any Promotional Partners, as the Promoter will not accept any responsibility for the handling of Personal Information by Promotional Partners.
43. The Promoter collects Personal Information about an Entrant to include the Entrant in the promotion, award prizes (where appropriate) and use the information to assist in improving the goods and services of the Promoter. If the Personal Information requested is not provided, the Entrant cannot participate in the promotion and is deemed ineligible. An Entrant also agrees that the Promoter may, in the event the Entrant is a winner, publish or cause to be published the Entrant winner's name and locality in any media, as required under the relevant State or Territory lottery legislation.
44. The Promoter will disclose your Personal Information to Woolworths Limited ABN 88 000 014 675 trading as BIG W of 1 Woolworths Way, Bella Vista NSW 2153 to enable BIG W to market its products and services to you. BIG W complies with the *Privacy Act 1988* (Cth) and will only use your Personal Information in accordance with its Privacy Policy, which is available at [www.bigw.com.au](http://www.bigw.com.au).
45. The Promoter will provide to each Entrant, at time of entry into the promotion, a collection statement that details the Personal Information being collected, the purpose of its collection, where the Personal Information will be stored and how it will be shared with third parties. The collection statement will comply with the Promoter's disclosure obligations under the *Privacy Act 1988* (Cth).
46. An Entrant can gain access to, update or correct any Personal Information held by the Promoter by contacting the Promoter's Privacy Officer at [lexarausupport@micron.com](mailto:lexarausupport@micron.com) or on 02 8923 4500. All Personal Information will be stored at the office of the Promoter. A copy of the Promoter's Privacy Policy in relation to the treatment of Personal Information collected may be obtained by contacting the Promoter.
47. By entering the promotion, and opting-in in the manner required on the Promotional Website, Entrants acknowledge that a further primary purpose for collection of the Entrant's Personal Information by the Promoter is to contact the Entrant in the future with information about the Promoter, including special offers, market research or to provide the Entrant with marketing materials via any medium including mail, telephone and commercial electronic messages (SMS (Short Message Service), MMS (Multimedia Message Service), IM (Instant Messaging) and email) or any other form of electronic, emerging, digital or conventional communications channel whether existing now or in the future. The Promoter may share an Entrant's Personal Information with its Australian and overseas related companies, servants, employees, agents and trusted third parties who may contact the Entrant for their legitimate commercial purposes, including special offers, market research or to provide the Entrant with marketing materials in this way. By entering the promotion and opting-in, Entrants acknowledge and agree that the Promoter and any applicable third parties may use their Personal Information in the manner set out in this condition.
48. The Promotional Website may contain links to other websites (**Linked Sites**), including Promotional Partner websites. The Promoter is not responsible for the content of any Linked Sites, whether or not the Promoter is affiliated with the Linked Sites. The Promoter does not in any way endorse any Linked Sites and is not responsible for the quality or delivery of any products or services offered, accessed or advertised by such Linked Sites. To the extent that these Linked Sites collect Personal Information or postings from Entrants, the Promoter shall bear no responsibility or liability for the manner in which such information or postings are used or

exploited. The Linked Sites are for Entrants' convenience only and Entrants agree to access them at their own risk.

49. In these Conditions of Entry: "**Australian Consumer Law**" means Schedule 2 of the *Competition and Consumer Act 2010* (Cth) "**Personal Information**" means, for the purpose of the *Privacy Act 1988* (Cth), information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether the information or opinion is recorded in a material form or not.
50. **Promoter:** Micron Semiconductor Australia Pty Limited (ABN 80 109 125 733) of Suite 9, Level 10, 100 Walker Street, North Sydney NSW 2060. Telephone: 02 8923 4500.

**NSW Permit No. LTPS/16/09529. SA Permit No. T16/2128. ACT Permit No. TP 16/02331**