



# Terms & Conditions

## Australia Golden Slab™ 2025 Promotion

Schedule	
<b>Promotion title</b>	Golden Slab™ 2025 Promotion (Australia)
<b>Promoter details</b>	J.H. Whittaker & Sons (Aust) Limited ABN: 35 055 804 441 Level 38, Barangaroo Avenue, Sydney, New South Wales, 2000 +64 4 2375021 <a href="mailto:reception@whittakers.co.nz">reception@whittakers.co.nz</a>
<b>Promotional period</b>	<b>Start date:</b> 27 August 2025 at 12:01 am AEST <b>End date:</b> 27 October 2025 at 11:59 pm AEDT
<b>Eligible entrants</b>	Entry is only open to Australian residents who are 18 years old and over, and who purchase a Whittaker's Peanut Slab® during the promotional period.  The promotion is not open to persons who are an employee of any Whittaker's company, or any members of that person's immediate family, and any other persons set out in clause 4 of the "further terms and conditions" below.
<b>Other entry conditions</b>	Multipack Whittaker's Peanut Slabs® and Super Slabs™ are excluded from this promotion.
<b>Participating stores</b>	Subject to the exceptions noted below, a participating store is any of the following stores in Western Australia, Queensland, South Australia, New South Wales, and Victoria: <ul style="list-style-type: none"><li>• The following supermarkets: Woolworths, Coles, Big W.</li><li>• Independent retailers who are authorised stockists of Whittaker's Peanut Slabs®.</li></ul> Instore purchases made online or via an app are included. <b>Exceptions:</b> <ul style="list-style-type: none"><li>• Unofficial distributors (for example, small convenience stores) are excluded from this promotion.</li></ul>

	<ul style="list-style-type: none"> <li>• Tasmania and Northern Territory are excluded from this promotion.</li> <li>• Far north Western Australia, and far north Queensland, are excluded from this promotion.</li> <li>• Due to logistical constraints, Whittaker's <b>does not guarantee</b> that all smaller retailers, including stores in remote or rural locations, will be included in the promotion.</li> </ul> <p>If you have any questions, please, contact Whittaker's using the number or email address listed above.</p>
<b>How it works</b>	<p>During the promotional period, 1 gold slab, and 75 silver slabs, will be hidden in various participating stores. The participating stores that will receive the special gold and/or silver slabs is determined by random computer generation.</p> <p>The special slabs will look just like ordinary Whittaker's Peanut Slabs®. They are not specially marked.</p> <p>The special slabs are <u>not</u> being sent out with a particular product "batch". Rather, they will be hidden directly in store during the promotional period. This means that they could be hiding in a batch of recent stock, or a batch of older stock.</p>
<b>How to enter</b>	<p>To enter the promotion, the entrant must complete the following steps during the promotional period:</p> <p>Purchase any Whittaker's Peanut Slab® individual bar product ("<b>qualifying transaction</b>") from any participating store and open the product to see whether it contains a special slab (i.e. a gold or silver slab).</p> <p>During the promotional period, a total of 1 Whittaker's Peanut Slab® bar will contain a "gold slab", and a total of 75 Whittaker's Peanut Slab® bars will contain a "silver slab".</p> <p>The gold slab will include a phone number that the entrant must call during the promotional period in order to redeem their prize.</p> <p>Each silver slab will include a unique code that entrants must enter on the website specified on the silver slab, in order to redeem their prize.</p> <p>The Promoter is not responsible if your mobile device/desktop is not sufficiently capable for the purpose of submitting an entry.</p>
<b>Proof of purchase</b>	<p>The entrant must retain proof of purchase and unique code (where applicable). The proof of purchase required is the original itemised receipt for the qualifying transaction.</p>
<b>Total prize pool</b>	<p>Total prize pool is valued at up to AUD \$23,500</p> <p>The Silver Slab total prize pool is valued at AUD \$13,500.</p>

	The Gold Slab total prize pool is valued at up to AUD \$10,000.
<b>Prizes</b>	<p>There will be two tiers of winners; a Gold Slab Winner and 75 Silver Slab Winners.</p> <ul style="list-style-type: none"> <li>- <b>Gold slab:</b> the gold slab winner will receive a tour of the Whittaker's factory in Porirua, Wellington, New Zealand. The prize includes: <ul style="list-style-type: none"> <li>- Return flights to Wellington from the winner's nearest capital city.</li> <li>- a premium hotel stay for two nights, complete with Peanut Slab® touches. Some meals included.</li> <li>- a behind-the-scenes factory tour.</li> </ul> </li> </ul> <p>The gold slab prize is subject to any applicable law or guidelines including in relation to any travel/government restrictions/directives, border closures, health advice and the like. Winners will require valid travel documentation (e.g., a passport) in order to fly to New Zealand.</p> <ul style="list-style-type: none"> <li>- <b>Silver slab:</b> each silver slab winner will receive a total of 75 Whittaker's Peanut Slabs® (valued at \$180 in total). Slabs will be provided to the winner all in one go.</li> </ul>
<b>How prizes are determined</b>	<p>The locations of winning slabs are set using random computer generation.</p> <p>The gold slab, and a batch of silver slabs, will be released to coincide with the start of the promotional period. The promotor may "stagger" the remaining silver slab prizes, by releasing "batches" of silver slabs at different dates during the promotional period.</p>
<b>Publication of winners</b>	<p>Each winner agrees to having their names published in Whittaker's promotional material.</p> <p>Whittaker's will publish on the Whittaker's website <a href="https://www.whittakers.co.nz/">https://www.whittakers.co.nz/</a> or a social media channel the last name, first initial and postcode of the gold slab winner on 3 November 2025 for 28 days.</p>
<b>Notification of winners</b>	<p>The gold slab winner will be notified in writing by email within 7 days after they have called the phone number included with their gold slab.</p> <p>The silver slab winners will receive a notification message on the website once they have entered into the specified website the unique code included with their silver slab.</p>

<b>Claiming prizes</b>	<p>Silver slab winners must claim their prize by the end of the promotional period through entering their unique code on the specified website.</p> <p>If the winner does not do this, the prize will be foregone.</p> <p>After a silver slab winner has claimed their prize, it will be delivered to their nominated address within approximately 28 days of the end of the promotional period.</p> <p>After a golden slab winner has claimed their prize, the prize will be delivered to the winner by no later than 28 February 2026, or as otherwise agreed.</p> <p>If any prize remains un-won and unclaimed at the end of this competition, or if a prize winner cannot be found, that information will be published on the <a href="https://www.whittakers.co.nz/">https://www.whittakers.co.nz/</a> on 24 November 2025.</p>
<b>Cancellation</b>	<p>If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its reasonable discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.</p>
<b>Privacy policy</b>	<p><a href="https://www.whittakers.co.nz/en_WW/privacy-policy">https://www.whittakers.co.nz/en_WW/privacy-policy</a></p>
<b>Permit Numbers</b>	<p>Authorised under:</p> <p>ACT Permit No. TP25/01895</p> <p>SA Licence No. T25/1431</p> <p>NSW Authority No. TP/04512</p>

#### **Further terms and conditions**

1. The entrant agrees and acknowledges that they have read these terms and conditions (and the schedule) and that entry into the promotion is deemed to be acceptance of them.
2. The promotion commences on the start date and concludes on the end date ("promotional period").
3. Valid and eligible entries will be accepted during the promotional period.
4. Employees (and their immediate family members) of the participating venues, agencies/companies directly associated with the conduct of this promotion, the promoter, business involved in determination of winner/s for the Promotion, businesses involved in the management of the promotion, any organisation benefiting

from the promotion, the promoter's distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, stepparent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1<sup>st</sup> cousin.

5. If any winner chooses not to take their prize (or is unable to) or does not take or claim a prize within the timeframe outlined in the schedule, they forfeit the prize and the promoter is not obliged to substitute the prize. Winners are not permitted to transfer their prize to another person.
6. Where entry is allowed by purchase or subscription, the cost of the product or service is no greater than the cost would be without the opportunity to participate in the promotion.
7. Entrants must keep their proof of purchase as specified in the schedule for each entry as proof of purchase. If an entrant fails to produce the proof of purchase for a specific entry or entries when requested by the promoter, the promoter has the right to invalidate the entrants' respective entry/entries for which proof of purchase cannot be provided and /or all entries submitted by that entrant and/or forfeit the entrants right to a prize. Purchase receipt(s) must clearly specify:
  - (a) the store of purchase;
  - (b) the qualifying transaction; and
  - (c) that the purchase was made during the promotional period.
8. The value of the prizes is based upon the recommended retail value of the prizes (inclusive of GST) at the date of printing. The promoter accepts no responsibility for any variation in the value of the prizes after that date.
9. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the promoter.
10. If a prize (or portion of a prize) is unavailable the promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and specification, subject to any written directions of a regulatory authority.
11. No entry fee is charged by the promoter to enter the promotion.
12. Each prize will be awarded to the person named in the entry (where applicable) and any entry that is made on behalf of an entrant or by a third party will be invalid. If there is a dispute as to the identity of an entrant or winner, the promoter reserves the right, in its reasonable discretion, to determine the identity of the entrant or winner.
13. If you are a winner, you and (if applicable) your companion/s must take part in all publicity, photography and other promotional activity as the promoter requires, without any compensation.
14. The prize winner/s (and if applicable, their companion's) personal information will be collected by the promoter. Personal information will be stored on the promoter's databases.

If the prize winner selects the required tick box on entry, the promoter may use the information for future marketing purposes regarding their products, including

contacting the winner electronically provided that where required by the *Spam Act 2003* (Cth), the Promoter includes a functional unsubscribe facility in each direct marketing communication it sends them that they may use to opt-out of any further such communications and provided that the functional unsubscribe facility complies with the *Spam Regulations 2021* (Cth). Personal information will be handled in accordance with the promoter's privacy policy which is located at <https://www.whittakers.co.nz/en WW/privacy-policy>, which includes information about how to seek access to the personal information the promoter holds about you and seek correction of the information; and how to complain about a privacy breach and how the promoter will deal with such a complaint.

The promoter gathers personal information about prize winners (and if applicable, their companion/s) to enable them to participate in this promotion and may disclose this information to third parties including the promoter's related companies, agents, contractors prize suppliers and service providers to assist in conducting this promotion, communicating with you/your companion or storing data and to any applicable regulator as required under the relevant lottery legislation. This may include disclosures to organisations outside Australia including in places such as New Zealand. If the prize winner does not provide their personal information as requested, they may be ineligible to proceed with this promotion.

15. It is a condition of accepting the prize that a winner may be required to sign a legal release as determined by the promoter in its absolute discretion, prior to receiving a prize.
16. If a prize is provided to the promoter by a third party, the prize is subject to the terms and conditions of the third-party prize supplier.
17. The promoter reserves the right, at any time, to validate and check the authenticity of entries and entrants' details (including an entrants' identity, age and place of residence). In the event that a winner cannot provide suitable proof as reasonably required by the promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third-party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
18. The promoter reserves the right to disqualify entries in the event of a material non-compliance with these terms and conditions. In the event, that there is a dispute concerning the conduct of the promotion or claiming a prize, the promoter will take reasonable steps to consider your point of view, taking into account any facts or evidence you put forward, and to respond to it fairly within a reasonable time. In all other respects, the promoter's decision in connection with all aspects of this competition is final.
19. You may have consumer rights under statute including under the Competition and Consumer Act 2010 (Cth), which may be relevant to any issue or problem you encounter in relation to this competition and cannot be excluded or restricted.

Nothing in these Terms and Conditions excludes or restricts those rights. See [www.accc.gov.au](http://www.accc.gov.au) for more information about those rights.

20. Subject to the previous paragraph, the promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this promotion or accepting or using any prize (or recommendation). For the sake of clarity, this clause shall not apply to any liability which cannot be excluded by laws including the Australian Consumer Law (in each case the promoter's liability is limited to the greatest extent allowable by law).
21. Without limiting the previous paragraphs, the Promoter and the agencies and companies associated with this competition are not liable for any loss of, damage to or delay in delivery of prize/s, or for any damage that occurs to displayed prize/s (where relevant), due to circumstances beyond the Promoter's reasonable control. Unless otherwise specified, prize/s will only be delivered to addresses in Australia.
22. Unless otherwise specified, a prize is a single event for the winner and cannot be separated into separate events or components.
23. The promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
24. The promoter may amend these terms from time to time, or suspend or cancel the promotion at any time, subject to any necessary approval by the state/territory gaming authorities.
25. This competition is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram and X. You provide your information to the Promoter and not to any social media platform. You completely release any relevant social media platforms from any and all liability.