

**“7-Eleven Day Merchandise Competition for My 7-Eleven Members”
2024 PROMOTION**

TERMS AND CONDITIONS

1. Information on how to enter this competition (**Promotion**) and the prizes form part of these Terms and Conditions. Participation in the Promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to My 7-Eleven Members who are Australian residents aged 16 years and over. 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 these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering the Promotion.
3. Employees (and their immediate families) of the Promoter, 7-Eleven stores/ Franchisees of the Promoter 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. The Promotion will be conducted for one day only from 12.00am AEST on 07/11/2024 to 11:59pm AEST on 07/11/2024 (“**Entry Period**”). Any entries made after the Entry Period will be deemed invalid.
5. To be eligible to enter, entrants must have an existing, or set up during the Entry Period a new, My 7-Eleven app membership.
6. To enter, entrants must scan their My 7-Eleven app whilst making any purchase in-store on 07.11.24, excluding any tobacco or tobacco related purchase.
7. By completing the steps set out in clause 6 above, the entrant will receive one (1) entry in the Promotion. Entrants are permitted to submit multiple entries, however each entrant can only win one prize.
8. 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 does not meet the eligibility criteria or 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 conduct 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.
9. 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.
10. There are 7 prize packs to be won. Each prize pack comprises one of each the following items of 7-Eleven branded merchandise. There are limited sizes available, sizes will be allocated to winners via the Promoter at the Promoter’s discretion.

1. 7-Eleven tracksuit set
2. 7-Eleven Retro Shirt
3. 7-Eleven hat
4. 7-Eleven kids t-shirt
5. 7-Eleven baby onesie
6. 7-Eleven golf bag
7. 7-Eleven cooler bag
8. 7-Eleven knit sweater
9. 7-Eleven Coffee pin
10. 7-Eleven stickers
11. 7-Eleven golf tees
12. 7-Eleven crew socks

11. The draw will take place at 7-Eleven, 658 Church Street, Richmond VIC 3121 at 12pm AEST on 08/11/2024 using computerised random selection. The first 7 valid entries drawn will be the winners of the prizes specified in clause 10 above. The Promoter may draw additional reserve winners in case an invalid entry or entrant is drawn. The winner of a drawn prize is determined by chance.
12. The winners will be notified on 11/11/2024 via email, to the email address linked to their My 7-Eleven account. The winners must contact the Promoter to organise delivery of their prize, in accordance with the Promoter's directions. The winners will be published on www.7eleven.com.au.
13. The Promoter's decision is final, and no correspondence will be entered into.
14. If for any reason a winner does not claim a prize or provide the Promoter with all required details to enable the Promoter to deliver the Prize to the winner by 11:59pm AEST on 25/11/2024, the winner will be deemed to have forfeited the Prize. Any unclaimed or forfeited prize will be redrawn on 26/11/2024 at 12pm AEST at 7-Eleven, 658 Church Street, Richmond VIC 3121. The winner(s) of the redraw will be notified by email, to the email address linked to their My 7-Eleven account within 7 days of the redraw. The winners will be published on www.7eleven.com.au.
15. If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification.
16. Total prize pool value is \$3,570 AUD. Each prize pack is worth \$510 AUD.
17. Prizes are not transferable or exchangeable and cannot be taken as cash.
18. 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 the Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
19. If the 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 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; and/or (b) to modify, suspend, terminate or cancel the Promotion, as appropriate.

20. No entry fee is charged by the Promoter to enter the Promotion. Any cost associated with accessing the My 7-Eleven app is the entrant's responsibility and is dependent on the Internet service provider used.
21. 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 2010* (Cth), as well as any other implied warranties under the *Australian Securities and Investments Commission Act 2001* (Cth) or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**").
22. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, 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 the Promotion or accepting or using any prize (or recommendation), except to the extent that the Promoter has contributed to or caused such loss, expense, damage, personal injury or death.
23. Entry and continued participation in the Promotion is dependent on entrants following and acting in accordance with the My 7-Eleven app Terms of Use (which can be viewed at 7eleven.com.au/).
24. The Promoter collects personal information ("**PI**") about entrants to enable them to participate in the Promotion and for the Promoter to conduct the Promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry is conditional on providing this PI. The Promoter will use and handle PI in accordance with its Privacy Policy, which can be viewed at <http://www.7eleven.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 and research 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.
25. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regard to the tax implications relating to the prize or acceptance of the prize.
26. The Promoter is 7-Eleven Stores Pty Ltd (ABN 48 005 299 427) of Building 2, 658 Church Street, Richmond, Vic 3121, telephone (03) 9541 0711.

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