

Case Report

1	Case Reference	22 ASIJ 1
2	Advertiser	Unicharm Australasia Pty Ltd
3	Complainant	Kimberly-Clark Australia Pty Ltd
4	Product	BabyLove Win a Million Dollars Promotion
5	Type of Advertisement/Media	Trade Promotion/Website, Point of Sale, Social Media
6	Industry Jury Panel Members	Peter Le Guay, Thomson Geer (Chair) Catherine Chant, Gadens Raph Goldenberg, CIE Legal
7	Date of Determination	8 August 2022
8	DETERMINATION	Complaint upheld in relation to breaches of sections 1.1 and 1.2 of the Code as identified in the Determination below.

1. Introduction

- 1.1 Kimberly-Clark Australia Pty Ltd (**Complainant**) lodged a complaint with Ad Standards on 19 April 2022 (**the Complaint**) against Unicharm Australasia Pty Ltd (**Advertiser**) regarding the Advertiser's promotional materials for the BabyLove Win a Million Dollars Promotion (**Promotion**) and seeking determination of the Complaint by the Ad Standards Industry Jury. A panel of legal practitioners (**Industry Jury**) was convened to consider the Complaint in accordance with the Industry Jury's procedural guidelines (**Guidelines**).
- 1.2 The Complainant and the Advertiser were given an opportunity to make submissions in accordance with the Guidelines. These submissions and the Industry Jury's determination are detailed below.

2. Description of advertising or marketing communication

- 2.1 The material which is the subject of the Complaint comprises the following materials and documents:
- (a) the promotional material on the Advertiser's BabyLove Nappies website at <https://babylovenappies.com.au/win-a-million-promotion/> (see Annexure A);
 - (b) the Point of Sale promotional material (See Annexure B);

- (c) the Social Media promotional material (see Annexure C); and
- (d) the BabyLove Chance to Win \$1,000,000 Competition Terms and Conditions (see Annexure D)

(together **Advertising Material**).

- 2.2 The Complainant also alleges that the Advertiser ran a radio advertising campaign in respect of the Promotion however a copy of the radio script was not provided as part of the Complaint.

3. Issues raised by Complainant

- 3.1 Complaints to the Industry Jury are considered under Section 1 of the Australian Association of National Advertisers Code of Ethics (**Code of Ethics**).

- 3.2 In particular, the Complaint raises issues under Sections 1.1 and 1.2 of the Code of Ethics, which provides:

1.1 Advertising shall comply with Commonwealth law and the law of the relevant State or Territory; and

1.2 Advertising shall not be misleading or deceptive or be likely to mislead or deceive.

- 3.3 The Complainant submitted that the Advertising Material at Annexures A, B and C (**Promotional Material**) made a number of misrepresentations that contravened Sections 18 and 32 of the *Australian Consumer Law (ACL)*, and as a result of those contraventions the Advertiser was in breach of Sections 1.1 and 1.2 of the Code of Ethics.

- 3.4 The basis of the Complaint centres around the main representation made in the Promotion's Promotional Material, namely:

"Buy BabyLove for your chance to Win \$1 Million*"

- 3.5 The Complainant alleges:

- (a) The Promotional Material conveys the representation that all a prospective entrant is required to do is register his or her purchase of an eligible BabyLove product and provide proof of purchase to be in with a "chance" of being selected from all the other eligible entrants to win the \$1 million prize (**Eligibility Representation**).
- (b) The Eligibility Representation is misleading or deceptive because it does not inform prospective entrants in a sufficiently prominent way that in order to win the \$1 million prize, a prospective entrant must not only register their purchase of an eligible BabyLove product and provide proof of purchase and then be selected by chance from all other eligible entrants, but they then must randomly select from 100 envelopes the one envelope that contains the \$1 million prize.

- (c) The Promotional Material creates the impression that one of the eligible entrants who enters the draw *will* win the \$1 million prize (**Prize Winning Representation**).
- (d) The Prize Winning Representation is misleading or deceptive because there is a 99% chance that no eligible entrant will win the \$1 million prize.
- (e) The Promotion contravenes section 32 of the ACL because the Eligibility Representation and the Prize Winning Representation evidence that the Advertiser had no intention of providing the \$1 million prize as offered and arguably no intention of providing the \$1 million prize at all given the 99% chance that an eligible entrant will not select the envelope containing the \$1 million prize.

4. Advertiser's response

- 4.1 The Advertiser denied that the Promotional Material contravened the Code of Ethics or constituted misleading or deceptive conduct under the ACL.
- 4.2 In particular, the Advertiser submitted that:
 - (a) the Advertiser never sought to mislead consumers, the Promotional Material made it clear that there was an element of chance involved in winning the \$1 million prize, and the 'chance to win' statement is factually correct;
 - (b) there is no particular mandated wording required to be used in "contingency" promotions where there is an additional element of chance;
 - (c) the target audience for the Promotion are savvy to various kinds of promotional activities and the importance of reading the terms and conditions;
 - (d) the full details of the entry instructions, prizes and the selection of envelopes to determine the prizes were clearly set out in the full terms and conditions for the Promotion which were referred to in all Promotional Material and were readily accessible;
 - (e) all entrants to the Promotion were required to agree to the terms and conditions on the entry form (see Annexure E (highlighted by the Advertiser)); and
 - (f) 'a chance to win a million' promotion is not an uncommon type of promotion and provided examples of promotional advertising relating to other third party 'a chance to win a million' promotions (see Annexure F).
- 4.3 Specifically in relation to the allegation that the Promotion contravened section 32 of the ACL, the Advertiser confidentially provided a copy of its agreement with its prize insurer for the \$1 million prize and asserted that it fully intended to award the \$1 million prize if it was won.

5. DETERMINATION

Preliminary observations

Role and jurisdiction of Industry Jury

- 5.1 The role of the Industry Jury is to provide a complaint resolution service for advertisers and businesses in Australia in relation to complaints between competitors, as a voluntary alternative to litigation.
- 5.2 In determining disputes between competitors, the Industry Jury is required to consider whether the Promotional Material contravenes Section 1 of the Code of Ethics.
- 5.3 The Code of Ethics applies to a broad range of advertising and marketing communications and materials which draws the attention of the public in a manner calculated to promote or oppose directly or indirectly a product, service, person, organisation or line of conduct utilising, among other things, websites, point of sale and social media sites. As the Promotional Material clearly promoted the Promotion to the public via websites, point of sale and social media sites, the Industry Jury has jurisdiction to consider the Complaint.
- 5.4 Pursuant to clause 4.1(b) of the Guidelines, Industry Jury determinations will be by a simple majority and no single panel member will have a casting vote. Consequently only the findings of the majority are set out in the determination.

Test for misleading and deceptive conduct under the Code of Ethics and standard of proof

- 5.5 In applying Section 1.2 of the Code of Ethics, the Code of Ethics Practice Note of February 2021 provides that the Industry Jury will consider “whether the information most likely to be taken from the advertisement or marketing communication by an average consumer in the target market would be reasonably regarded as truthful and honest”. In the Advertiser's further submissions of 12 July 2022, the Advertiser submitted that the Promotional Material should be considered in the context of the "ordinary person" to whom the Promotional Material was directed and further submitted that the target audience is "savvy" to various kinds of promotional activities and the importance of reading the full terms and conditions. Whilst we agree that the Promotional Material should be considered in the context of the "ordinary person", we think it is overstating the position that the "ordinary person" of the target audience is "savvy" to various kinds of promotional activities and the importance of reading the full terms and conditions. Essentially the "ordinary person" of the target audience will be parents or carers of nappy wearing children, some of whom will be savvy to various kinds of promotional activities and the importance of reading the full terms and conditions, and some of whom will not. As noted by the High Court of Australia in *Campomar Sociedad Ltd v Nike International Ltd* [2000] HCA 12, the ordinary or reasonable member of the relevant class of persons includes the astute and the gullible, the intelligent and not so intelligent and the well-educated and poorly educated.

- 5.6 The main question to consider is whether the information conveyed by the Promotional Material would be reasonably regarded as truthful and unlikely to mislead or deceive prospective entrants to the Promotion. As discussed in earlier decisions of the Industry Jury (see [Jalna Dairy Foods Pty Ltd v Pauls Ltd JAL/PAU/99](#) (22 September 1999) and [Calinnova Ltd t/as EquiFeast v Sandem Pty Ltd t/as Jenquine 19 ASIJ 1](#) (8 October 2019)), the standard for truth in advertising applied by the Federal Court and appellate courts under what is now section 18 of the ACL is the same standard to be applied by the Industry Jury in assessing misleading or deceptive conduct under the Code of Ethics.
- 5.7 In terms of the standard of proof required, the Industry Jury adopts a common sense approach rather than taking an overly technical approach. What is required in order to establish a breach of the Code of Ethics is simply that the Industry Jury is able to reach a reasonable level of satisfaction that the advertising complained of is misleading or deceptive or likely to mislead or deceive.

Materials considered

- 5.8 In reaching the Determination, the Industry Jury considered the following documents (and their respective attachments):
- (a) Letter from Gilbert + Tobin (representing the Complainant) to Ad Standards Industry Jury dated 19 April 2022 constituting the Complaint;
 - (b) Letter from the Advertiser to Ad Standards Industry Jury dated 18 June 2022 in response to the Complaint;
 - (c) Letter from Gilbert + Tobin to Ad Standards Industry Jury dated 4 July 2022 in response to the Advertiser's letter referred to in (b) above; and
 - (d) Letter from the Advertiser to Ad Standards Industry Jury dated 12 July 2022 in response to Gilbert + Tobin's letter referred to in (c) above.

Summary of Industry Jury Determination

- 5.9 For the reasons stated below, the Industry Jury finds that:
- (a) the Eligibility Representation and the Prize Winning Representation are misleading or deceptive, or likely to mislead or deceive in contravention of Section 18 of the ACL and accordingly the Advertiser breached Sections 1.1 and 1.2 of the Code of Ethics; and
 - (b) despite the finding in (a) above, the Advertiser did not contravene Section 32 of the ACL.

Reasons

Eligibility Representation and Prize Winning Representation

- 5.10 Each item of the Promotional Material contains the following representation:

"Buy BabyLove for your chance to Win \$1 Million*"

(Representation)

- 5.11 Towards the bottom, or at the bottom, of each item of the Promotional Material there is a reference in smaller font to the asterisk in the Representation as follows:

"*T&C's Apply"

- 5.12 It is not until one accesses the full terms and conditions (see Annexure D) that a prospective entrant is informed at clause 11 of the full terms and conditions that a winner will be the first entry drawn by the Advertiser's agent and that winner will then select 1 envelope from a pool of 100 envelopes of which 1 envelope will contain the \$1 million prize and the other 99 envelopes will contain a \$10,000 prize. The contents of the envelope picked by the winner will determine the prize won by the winner.
- 5.13 Whilst we accept that the full terms and conditions were readily accessible by prospective entrants, we do not accept that the ordinary or reasonable prospective entrant would have necessarily read the full terms and conditions despite the requirement that each prospective entrant, when submitting their entry to the Promotion, check the box on the entry form provided "I agree to the Terms and Conditions" (see Annexure E).
- 5.14 As noted in 5.4 above, the "ordinary" prospective entrant of the target audience will not necessarily be "savvy" to various promotional activities and the importance of reading the full terms and conditions to trade promotions and it is likely that a not insignificant number of the prospective entrants did not read the full terms and conditions.
- 5.15 Moreover, the prominence of the Representation on each of the Promotional Material was such that the Representation conveyed the impression to a prospective entrant of the Promotion the Eligibility Representation as submitted by the Complainant, namely that in order to be eligible to win the \$1 million prize all a prospective entrant to the Promotion was required to do was register his or her purchase of an eligible BabyLove product and provide proof of purchase to be in with a "chance" of being selected from all the other eligible entrants to win the \$1 million prize.
- 5.16 As far as the Promotional Material is concerned, it is the dominant message that is conveyed in Promotional Material that is to be considered, and the dominant message was the Eligibility Representation. As noted by the High Court of Australia in *ACCC v TPG Internet Pty Ltd* [2013] HCA 54, an advertisement with a dominant message, can still be regarded as

misleading even though the advertisement may contain a qualification of the dominant message if the qualification is not sufficiently prominent.

- 5.17 In the present case, even if one accepts that the Eligibility Representation was "qualified" by the reference to the full terms and conditions in the Promotional Material, that reference was not sufficiently prominent or clear to dispel the misleading nature of the Eligibility Representation.
- 5.18 Whilst the Promotional Material made it clear that there was an element of chance involved in winning the \$1 million prize (and consequently the 'chance to win' statement is factually correct), the Promotional Material did not make it clear (and in our view should have) that the chance to win the \$1 million prize was effectively a chance to win a further chance to win the \$1 million prize.
- 5.19 The Advertiser sought to justify the non-misleading nature of the Representation by stating that a chance to win a \$1 million promotion is not an uncommon promotion and provided examples of promotional materials used by third parties in their promotions (see Annexure F). We agree with the Complainant's submission that even if other advertisers run similarly problematic claims, that does not absolve the Advertiser's contraventions of the ACL.
- 5.20 Further, one of the third party examples provided by the Advertiser refers to a promotion conducted by Nicepak which prominently refers to winning "a chance to play" for a \$1 million. In our view (and we agree with the Complainant's submissions on this point), prominently referring to "a chance to play" for \$1 million sufficiently discloses to prospective entrants that what they actually win is a chance to play for \$1 million.
- 5.21 The Complaint also provided an example of promotional material for a third party promotion regarding a chance to win \$1million by the manufacturer of Maxigesic (see Annexure G). We note that this example prominently refers to "Be in to Win a Chance to Win \$1 million". In our view this example clearly represents that what eligible entrants can win is a further chance to win \$1 million.
- 5.22 Lastly, the Advertiser submitted that it never sought, or intended, to mislead prospective entrants regarding the element of chance. The question of intention, as far as contravention of Section 18 of the ACL is concerned, is irrelevant. All that is required is whether objectively the conduct complained of was misleading or deceptive or likely to mislead or deceive (see *Parkdale Custom Built Furniture Pty Ltd v Puxu Pty Ltd* [1982] HCA 44).
- 5.23 For the reasons stated above, we find that the Eligibility Representation was misleading or deceptive or likely to mislead or deceive in contravention of Section 18 of the ACL. Consequently we find that the Advertiser was in breach of Sections 1.1 and 1.2 of the Code of Ethics in respect of the Eligibility Representation.
- 5.24 It necessarily follows that if the Eligibility Representation is misleading or deceptive because the Promotional Material did not inform consumers in a sufficiently prominent way that in

order to win the \$1 million prize, an eligible entrant must not only be selected by chance from all other eligible entrants but must also randomly select from 100 envelopes the one envelope that contains the \$1 million prize, the Prize Winning Representation is also misleading or deceptive.

- 5.25 This is because the Prize Winning Representation conveys the impression that one of the eligible entrants would in fact win the \$1 million prize when the reality was that there was a 99% chance that no eligible entrant would win the \$1 million prize.
- 5.26 Accordingly, we also find that the Prize Winning Representation was misleading or deceptive or likely to mislead or deceive in contravention of Section 18 of the ACL. Consequently we also find that the Advertiser was in breach of Sections 1.1 and 1.2 of the Code of Ethics in respect of the Prize Winning Representation.

Alleged contravention of Section 32 of the ACL

- 5.27 Section 32 (1) of the ACL provides:

A person must not, in trade or commerce, offer any rebate, gift, prize or other free item with the intention of not providing it, or of not providing it as offered, in connection with:

- (a) the supply or possible supply of goods or services; or*
- (b) the promotion by any means of the supply or use of goods or services; or*
- (c) the sale or grant, or the possible sale or grant, of an interest in land; or*
- (d) the promotion by any means of the sale or grant of an interest in land.*

- 5.28 Clearly the Advertiser intended to provide the \$1 million prize. This is borne out by the Advertiser entering into an agreement with its prize insurer for the \$1 million prize, and there is no suggestion that if the eligible entrant who won the chance to randomly select the envelope that contained the \$1 million prize would not have been provided with the \$1 million prize if they selected that envelope.
- 5.29 The issue is whether the Advertiser did not intend to provide the \$1 million prize as offered. In our view, the question of intention under Section 32 imports a mental element and it is the *actual* intention of the Advertiser that needs to be considered (see *ACCC v Nationwide News Pty Ltd* [1996] FCA 1684). As demonstrated by the Advertiser's agreement with its prize insurer and the full terms and conditions, the Advertiser clearly intended to provide the \$1 million prize as offered in accordance with full terms and conditions.
- 5.30 Accordingly, we are of the view that there has been no contravention of Section 32 of the ACL.

6. Advertiser Statement

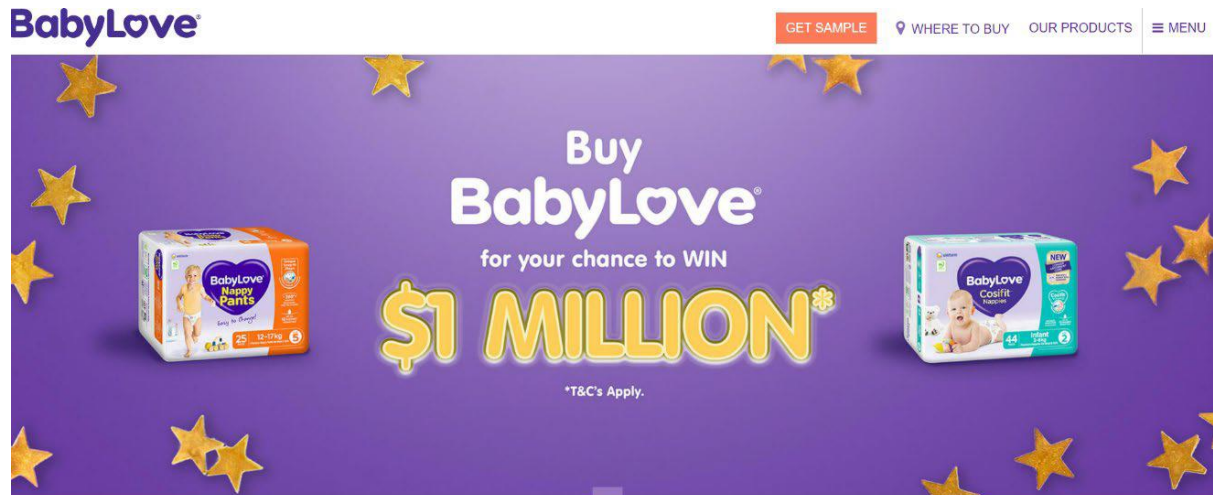
6.1 On 8 August 2022, the Advertiser was provided with a copy of the Industry Jury's determination. In accordance with the Guidelines and on the basis of the Industry Jury's determination, the Advertiser was requested to provide an Advertiser Statement.

6.2 On 15 August 2022, the Advertiser provided the following statement:

Our response to your letter dated 8 August 2022 enclosing the determination in the above matter is as follows:

1. *We respectfully disagree with the decision of the Industry Jury to uphold the Complaint.*
2. *Unicharm does not agree with the Industry Jury's conclusion that the Promotional Advertising contravenes the AANA Code of Ethics or constitutes misleading or deceptive conduct under the Australian Consumer Law. As previously noted:*
 - *the element of chance in winning involved in the Promotion was always fairly disclosed in the promotional advertising;*
 - *the full terms and conditions for the Promotion, which clearly set out full details of prizes and the selection of envelopes, were readily accessible and referred to in all promotional advertising; and*
 - *entrants were required to agree to the full terms and conditions on the entry form as a pre-requisite for submitting an entry.*
3. *We are pleased the Industry Jury has rightly rejected the allegation that the Promotion contravened section 32 of the Australian Consumer Law. As the Industry Jury has acknowledged, we fully intended to award the \$1 million prize as offered in accordance with the Promotion. This is supported by the fact that we took out an insurance policy to facilitate the payout in the event the correct envelope was chosen in accordance with the Promotion's terms and conditions.*
4. *Notwithstanding the above, we recognise that there are opportunities to improve clarity in marketing materials for "contingency" promotions in relation to the element of chance for the awarding of major prizes. We will take this into account and follow the helpful guidance raised in the Determination when organising such promotions in the future.*

Annexure A



A chance to win \$1 Million Dollars!

At BabyLove we're all about bringing you and your bub the perfect fit every time. That's why we're giving you the chance to win \$1 Million Dollars when you buy any BabyLove product. Wouldn't that be the perfect fit for your family's future?

Each week, we will also be giving away a year's supply of BabyLove nappies to 3 lucky winners.

Once you've bought one of our BabyLove products, use the form below to fill in your details and attach an image of your receipt for your chance to win.

Enter now before the competition closes on **March 31st, 2022**.

Read full [Terms & Conditions here](#).

Annexure B



Annexure C

Meta

Ad Library Ad Library report Ad Library API

All All ads BabyLove

~8 results

Keyword Filters

Launched in March 2022

Active

Started running on 17 Mar 2022

Platforms

ID: 391055486192817

2 ads use this creative and text

See ad details

BabyLove
Sponsored

We've brought you the perfect fit for your bub, but what about the perfect fit for you and your families' future? How does \$1 Million Dollars sound? Buy any BabyLove product now and enter at babylovenappies.com.au for your chance to change your life!

Buy BabyLove
for your chance to **WIN \$1 MILLION***

The Perfect Fit Everytime

Enter at babylovenappies.com.au

*T&C's Apply. Promotion start date 1/3/2022 and end date 31/3/2022.

Active

Started running on 17 Mar 2022

Platforms

ID: 240094201594429

2 ads use this creative and text

See ad details

BabyLove
Sponsored

At BabyLove we're all about bringing you and your bub the perfect fit every time. That's why we're giving you the chance to win \$1 Million Dollars when you buy any BabyLove product. Wouldn't that be the perfect fit for your families' future?

Buy BabyLove
for your chance to **WIN \$1 MILLION***

Swipe up to enter

*T&C's Apply. Promotion start date 1/3/2022 and end date 31/3/2022.

Active

Started running on 17 Mar 2022

Platforms

ID: 546515583321441

2 ads use this creative and text

See ad details

BabyLove
Sponsored

BabyLove nappies already bring the perfect fit every time, but now they could fit your families' dreams into reality by giving you the chance to win \$1 Million Dollars. Buy any BabyLove product now and enter at babylovenappies.com.au for your chance to join your bub with the perfect fit!

Buy BabyLove
for your chance to **WIN \$1 MILLION***

Enter at babylovenappies.com.au

*T&C's Apply. Promotion start date 1/3/2022 and end date 31/3/2022.

Annexure D

BabyLove Chance to Win \$1,000,000 Competition Terms and Conditions of Entry

General

- Information on how to enter and prizes form part of the Terms and Conditions of Entry. Entry into this competition is deemed acceptance of these Terms and Conditions.
- To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.

Who can enter

- Subject to the clauses below, entry is open to all residents of Australia who have fulfilled the requirements set out below (**Eligible Entrants**). Entrants must be over the age of 18, as of the date of entry.
- Employees, and their immediate families, of the Promoter, associated agencies and companies, contractors or individuals are not eligible to enter this competition. Immediate family means any of the following: spouse, ex-spouse, defacto 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. Influencers who are promoting this competition will not be eligible to enter this competition.
- The Promoter is Unicharm Australasia Pty Ltd (ABN 33 006 884 546) (the **Promoter**). The Promoter's address is 1 Hargrave Place, Mentone, VIC 3194.

How to enter

- To enter Eligible Entrants must, during the Promotional Period (defined below), Purchase a BabyLove product (Premmie, Cosift, Nappy Pants, SleepyNights Pants, Swim Pants, Wipes and Beyond by BabyLove) within the promotional period from any retailers or online across Australia. Entrants then go to <https://www.babylovenappies.com.au> and enter their details as required, including a valid email address. Entrants must retain receipt as proof of purchase to claim prize. One entry per receipt. Receipt uploaded need to legible.
- By submitting an entry into this competition entrants consent to receive promotional and other marketing messages from the Promoter (including messages sent electronically for an unlimited period of time). Entrants will be able to opt-out at any time by following the instructions included in each message sent by the Promoter.
- Entries must provide contact details on request to be eligible to win. Entrants may only enter in their own name. Inaudible, incomprehensible, illegible, and incomplete entries may be deemed invalid.

Number of Entries permitted

- One entry per receipt demonstrating an Eligible Product Purchase or purchases. All entrants must retain their original receipts, documents or tags to validate proof of purchase during the promotional period. Such evidence must, on request by the Promoter, be provided to the reasonable satisfaction of the Promoter, to demonstrate that the entrant has complied with these Terms and Conditions. Any entrant found to be sharing any receipt or other proof to demonstrate Proof of Purchase with any other entrant, whether or not related in any way, will have all entries invalidated and will not be able to claim a prize. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any awarded prize to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request. The Promoter may conduct an immediate redraw if the first drawn entrant is unable to satisfy this clause.

Open, Close, Draw and Publish dates

- The competition commences on **01/03/2022 at 12:01 AM** and closes **31/03/2022 at 11:59 PM (Promotional Period)**. All times noted in these Terms and Conditions are local times, based on the location of the Promoter. If any draw date falls on a public holiday, as defined in the state of the Promoter, that draw will be conducted on the next business day. Entries must be received by the Promoter prior to the competition close date and time.
- Subject to clause 16, a winner will be the first valid entry drawn at PrizeTech, 137 Moray Street South Melbourne 3205 on **06/04/2022 at 11:00 AM**. The winner will then select one (1) envelope from a pool of one hundred (100) at PrizeTech, 137 Moray Street South Melbourne 3205 on **28/04/2022 at 11:00 AM**. The winner or winner's representative may be present. Otherwise, the winner will be contacted by phone and can authorise for the Promoter to conduct open the envelope on their behalf. There will be one envelope with the prize of \$1,000,000 noted in it. The other envelopes will have \$10,000 noted in it. The contents of the envelope picked by the winner will determine the prize the winner wins. The Promoter will ensure that all entries have an equal chance of winning a prize. This event will be videoed and may be shared on social media and elsewhere by the Promoter. By entry into this competition each entrant consents to such filming and use should they be drawn as a winner.
- The draw and the announcement of the prize winner will be scrutinised by an independent person.
- Three entries will be drawn weekly to win the Minor Prize at PrizeTech, 137 Moray Street South Melbourne 3205 on **08/03/2022** (entries from 01/03/22 to 06/03/22), **15/03/2022** (entries from 01/03/22-13/03/22), **22/03/2022** (entries from 01/03/22-20/03/22), and **29/03/2022** (entries from 01/03/22-27/03/22) at **11:00AM**.
- The winner will be notified by email and phone on **09/03/2022, 16/03/2022, 23/03/2022, 30/03/2022 and 07/04/2022**. Their name will also be published on **09/03/2022, 16/03/2022, 23/03/2022, 30/03/2022 and 07/04/2022** at <https://www.facebook.com/BabyLoveNappies> for 28 days.
- Prizes (or in the case of vouchers, prize confirmations) will be sent within 28 days of the draw.
- Should at the time of the prize event where Eligible Entrants are required to attend in person, there be a State or Territory legislated, individual health order, or other restriction on the Eligible Entrant from attending i.e. from leaving their State of residence, then the Eligible Entrant may attend via Zoom with the Promoter otherwise running the prize event as originally planned. This will be achieved by a representative of the Promoter following the instructions of the Eligible Entrant, to the best of their ability. The actions of the Promoter representative will determine the results of the competition.
- The Promoter may conduct such further draws on **07/07/2022** (at 11:00 at PrizeTech, 137 Moray Street South Melbourne 3205) as the original draw in order to distribute any prizes that have been won but unclaimed by this date, subject to State and Territory legislation. Winners of any further draws will be notified by email within two business days of the draw. Their names will also be published on **14/07/2022** at <https://www.facebook.com/BabyLoveNappies> for 28 days.

Prize on offer

- The total prize pool is valued at up to \$1,012,512 (Including GST), as at 10/01/2022.
- The total number of competition winners in this competition is thirteen. The prize on offer is:

Number of winners	Prize description
1 Winner	<p>Major Prize:</p> <p>A chance to win either the \$1,000,000 Cash prize (1 in 100 chance of winning) or \$10,000 Cash as consolation prize.</p> <p>Economy class air tickets for 2 adults plus 1 child, 1 night accommodation at a 4-star hotel, food and transport (from your nearest airport, total value of \$2,000) will be provided to the drawn winner that lives outside of Melbourne.</p> <p>Note: It will be paid through EFT (electronic funds transfer) in the name of the grand prize winner. Bank details will be required from the winner. If the grand prize winner is interstate, Unicharm Australasia will pay for the airticket from the nearest airport to fly to Melbourne and also pay for reasonable expenses (accommodation, food, transport) to the winner (max of 2 adults and 1 child) to participate in the final draw.</p> <p>Grand prize winner automatically consents to filming the prize draw and agree to allow the footage to be used on social media.</p>
12 Winners	<p>Minor Prize:</p> <p>1 year supply of BabyLove nappies for 1 child worth \$876 each</p> <p>Note: For the 12 winners of the 1 year supply of nappies, the Promoter will confirm their address and courier the nappies. (nappies for 1 child only per winner). Cannot be exchanged for cash or other things.</p>

- Flight portion of the prize/s are not available to the winner if they reside in the same state of the prize destination.

Further Terms and Conditions

21. Any entrant found to have used a third party (including online competition entry site) to enter on their behalf will have all entries invalidated and any claim they have to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any prize awarded. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request. The Promoter reserves the right to disqualify any entrant who provides false information or who seeks to gain an unfair advantage or to manipulate this competition.
22. Any entrant found to be entering incorrect contact details, including incorrect email contact details, will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any prize awarded. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.
23. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State and Territory legislation. Cash will not necessarily be awarded as a substitute. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
24. The Promoter highly recommends a current residential street address be provided when requested for ease of correspondence and potential prize delivery. The Promoter makes all reasonable efforts to deliver prizes to the addresses provided by competition entrants. The Promoter cannot guarantee that any prizes returned to the Promoter due to non-delivery at the provided address will be re-sent to the prize winner.
25. The Promoter reserves the right to request winners to sign a winner's deed of release (and indemnification) or any other relevant forms or agreements that the Promoter deems necessary, to provide proof of identity, proof of age, proof of residency at the nominated prize delivery address and/or proof of entry validity (including phone bill) in order to claim a prize. Proof of identification, residency, age and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
26. The Promoter reserves the right to conduct a redraw in the event that an entrant, claiming to be a winner, is unable to satisfy these Terms and Conditions or has breached these Terms and Conditions.
27. The Promoter's decision in relation to any aspect of the competition is subject to State and Territory legislation but also final and binding on each person who enters. No correspondence will be entered into. No responsibility is accepted for late, lost or misdirected entries. Prizes are subject to availability, not transferable or exchangeable and, with the exception of cash prizes, cannot be taken as cash. Prizes will be sent to the winner's nominated address as stated in their original entry. The Promoter and their associated agencies, and companies associated with this promotion will take no responsibility for prizes damaged or lost in transit.

Privacy Collection statement

28. By submitting an entry into this competition entrants consent to receive promotional and other marketing messages from the Promoter (including messages sent electronically for an unlimited period of time). Entrants will be able to opt-out at any time by following the instructions included in each message sent by the Promoter.
29. The Promoter and its related entities collect entrants' personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying winners). The Promoter may disclose personal information collected to an agent who is engaged to conduct the competition draw and for prize fulfilment. The Promoter may also disclose personal information collected to Australian regulatory authorities, such as the regulators of trade promotions. The Promoter will otherwise handle your personal information in accordance with its Privacy Policy available at <https://babylovenappies.com.au/privacy/>. You may request access or to update your personal information or lodge a complaint by writing to The Privacy Officer, Unicharm Australasia Pty Ltd (ABN 33 006 884 546) of 1 Hargrave Place, Mentone, VIC 3194.


Copyright, Statutory guarantees, Waiver and liability

30. All entries and any copyright subsisting in the entries become and remain the property of the Promoter who may publish or cause to be published any of the entries received.
31. In participating in the prizes, the winners agree to participate and co-operate as required in all editorial activities relating to the Competition, including but not limited to being interviewed and photographed. The winners (and their companions) agree to granting the Promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide, including online social networking sites, and the winners (and their companions) will not be entitled to any fee for such use.
32. Prize-winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of that prize.
33. The Promoter (subject to State and Territory legislation) reserves the right to amend, cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affects the administration, security, fairness, integrity or proper conduct of this competition or if such a change is required to ensure the safety of the Promoter, its representatives and of entrants. Such changes may include the timing of any draw, the conduct of any prize related activities, and the timing or destination of any travel. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition. In particular, computer generated entries and the use "scripting" is not permitted and will not be accepted.
34. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
35. Nothing in these Terms and Conditions limit, exclude or modify 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 ASIC Act or similar consumer protection laws in the State and Territories of Australia (**Non-Excludable Guarantees**).
36. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes 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: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's 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 Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or Entrant, or (f) use of a prize.

Competition permits

37. Authorised under: NSW Permit No. TP/01582 ACT Permit No. TP 22/00030. SA Licence No. T21/2119.

Annexure E


[GET SAMPLE](#)
[WHERE TO BUY](#)
[OUR PRODUCTS](#)
[MENU](#)

↓

A chance to win \$1 Million Dollars!

At BabyLove we're all about bringing you and your bub the perfect fit every time. That's why we're giving you the chance to win \$1 Million Dollars when you buy any BabyLove product. Wouldn't that be the perfect fit for your family's future?


Each week, we will also be giving away a year's supply of BabyLove nappies to 3 lucky winners.


Once you've bought one of our BabyLove products, use the form below to fill in your details and attach an image of your receipt for your chance to win.

Enter now before the competition closes on **March 31st, 2022**.
[Read full Terms & Conditions here.](#)

[View winners page](#)

Submit your entry below

 Upload your receipt* (JPG, PNG or PDF. Maximum file size 3MB)
 No file chosen


Date of Receipt* dd/mm/yyyy
 

First Name*

Last Name*

Email*

Mobile*

Baby's Date of Birth* dd/mm/yyyy
 

Postal Address*

Which BabyLove product did you purchase to enter this competition?

Please select your product*

☒ I agree to the [Terms and Conditions](#). All entrants agree to receive BabyLove email communications.

* Indicates mandatory fields.

ENTER THE DRAW

On submission please wait a minute for your entry and receipt to upload.

Annexure F



Sudocrem **BabyU** **Henz baby basics**

Milton

WIN \$1 MILLION IN CASH

BABY BONANZA

Purchase any participating product
FOR A CHANCE TO PLAY!

HOW TO ENTER:

- 1 Purchase any BabyU, Henz Baby Basics, Milton, Multi-Mam or Sudocrem product
- 2 Go to babybonanza2019.com.au and upload a copy of your receipt

Competition closes 31-03-2019

For full T&Cs please visit:
www.bonanza2019.com.au/termsandconditions/EntryRules/EN 2018
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SAPINT/MLT18/001P

Annexure G



BE IN TO WIN
A CHANCE TO
WIN \$1 MILLION
WITH **maxigesic**

5 WINNERS
WILL BE DRAWN
TO GO THROUGH TO THE **GRAND PRIZE DRAW**

maxigesic
PHARMACY MEDICINE
KEEP OUT OF REACH OF CHILDREN
Paracetamol 500mg + Ibuprofen 150mg
Double action relief from pain and fever
DOUBLE ACTION
12 Film Coated Tablets

- ▶ In the grand prize draw, four participants will get the chance to win either \$2,000, \$5,000 or \$10,000*
- ▶ One lucky participant will have a 1 in 100 chance to win \$1 million (or walk away with either \$5,000 or \$10,000)*

▶ **NO PURCHASE NECESSARY – PROMOTION ENDS 28 MAY 2020** ◀

* See link below for terms and conditions.