

**AUS TERMS AND CONDITIONS**  
**Sharwood's Simmer Sauce Cashback Offer**

**The offer and eligibility**

1. Offer is open to residents of Australia who are over the age of 18 years. Employees and their immediate families of the Promoter, its related companies, and the Promoter's agencies associated with this offer, are ineligible to enter.
2. To participate in the offer and receive cash back for the amount paid for the Product ('the **Cash Back**'), claimants must:
  - a. purchase a Product from any Australian retailer during the Offer Period; and
  - b. register their purchase on or prior to 23.59 AEST 14 April 2024 by visiting [sharwoodspromotions.com.au](https://www.sharwoodspromotions.com.au) and provide the requested information, which includes the claimant's:
    - i. purchase receipt or tax invoice showing proof of purchase of the Product during the Offer Period from an Australian retailer;
    - ii. payment details which may include:
      1. Australian bank account details for an Authorised Bank (see clause 6 for details) including BSB, account name and account number; or
      2. PayPal account details (in the event that a claimant does not have an account with an Authorised Bank).
3. In these terms **Product** refers to any one of the following products:
  - a. Sharwood's Butter Chicken Simmer Sauce 420g;
  - b. Sharwood's Extra Creamy Butter Chicken Simmer Sauce 420g;
  - c. Sharwood's Korma Simmer Sauce 420g;
  - d. Sharwood's Tikka Masala Simmer Sauce 420g;
  - e. Sharwood's Rogan Josh Simmer Sauce 420g; or
  - f. Sharwood's Madras Simmer Sauce 420g.
4. The offer commences at 00.01 AEST on 25 March 2024 and closes at 23.59 AEST on 14 April 2024 ('**Offer Period**'). Purchases made after 23.59 AEST on 14 April 2024 will not be eligible for the Cash Back. Claimants will only be able to claim the Cash Back until 23.59 AEST 21 April 2024. This offer is not valid in conjunction with any other offer.
5. Cash Back payments shall be made either by EFT transfer to an Authorised Bank (see clause 6 for details) or via PayPal if a claimant does not have an account with an Authorised Bank.
6. In these terms **Authorised Banks** shall mean any of the following banks:
  - a. Commonwealth Banking Group
  - b. National Australia Bank
  - c. ANZ Banking Group
  - d. Westpac Banking Corporation
  - e. Bank of Queensland
  - f. Macquarie Bank
  - g. Bendigo Bank
  - h. Suncorp Bank
  - i. AMP Bank
  - j. BankWest

- k. ING Bank
- l. HSBC Bank

- 7. All requests for Cash Back are deemed to be received at the time of receipt by the Promoter (and not the time of transmission by the claimant). Records of the Promoter and its agencies are final and conclusive as to the time of receipt.

#### **Conditions of offer**

- 8. The purchase and, if relevant, delivery of the Product is in all cases subject to the terms and conditions of purchase of the relevant retailer.
- 9. Limit of one (1) Cash Back per eligible person applies during the Offer Period.
- 10. Offer is not transferable and not redeemable for cash other than as outlined in these terms.
- 11. The Promoter reserves the right to request verification of age, identity, and residential address of claimants and any other information relevant to participation in this offer. Verification is at the discretion of the Promoter, whose decision is final. If there is any reason to believe that an individual is involved in any way in interfering with or tampering with the conduct of this Cash Back offer or has otherwise breached these terms (including by providing false or insufficient information) then the Promoter may at its sole discretion, reserve the right to exclude that individual from the Cash Back offer.

#### **Liability**

- 12. The Promoter and its agents will not be liable for any loss, damage or injury suffered or sustained (even if caused by negligence) as a result of the claimant accepting the offer and/or using the Product, except for any liability which cannot be excluded by law including but not limited to the *Competition and Consumer Act 2010* (Cth).
- 13. Any costs associated with participating in the offer and making a claim, including accessing relevant web pages, are the responsibility of claimants. All other incidental and ancillary costs including but not limited to insurance, taxes (excluding GST) and any and all other expenses are the sole responsibility of the claimant.
- 14. Except for any liability that cannot be excluded by law, the Promoter accepts no responsibility for late, lost or misdirected mail or other communications. The Promoter assumes no responsibility for any failure to receive a claim or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches. If such problems arise, then the Promoter may modify, cancel, terminate or suspend the offer.
- 15. Delivery of the Cash Back is not instant. Once the Promoter validates the request for Cash Back submitted by the claimant in accordance with these terms, claimants can expect to receive the Cash Back within approximately 7 business days.

#### **Collection and use of personal information**

- 16. The personal information you enter into this website will be collected and used for the purposes of conducting the Cash Back offer.
- 17. The Promoter may disclose personal information to its related companies and to third parties (including promotional partners, contractors and agents) both within Australia and overseas (including England and Wales, where the Promoter's ultimate holding company is registered) for the purposes of the conduct of the Cash Back offer.

18. If personal information requested by the Promoter in the course of conducting the Cash Back offer is not provided, the claimant may not be eligible to participate in the offer and/or the Promoter may not be able to provide the cash back transfer.
19. By entering the offer, claimants consent to the use of their information in accordance with these terms and Sharwood's Privacy Policy, which may be obtained at <https://www.sharwoods.com.au/Other-Pages/Privacy-policy>.
20. If you have any questions about how we handle your personal data, or want to make a complaint about how we handle your data, please use the following contact details:

Customer Service Officer  
Tel: 1800 888 806  
[enquiry@premierconsumercare.com.au](mailto:enquiry@premierconsumercare.com.au)

Premier Foods Consumer Relations  
Suite G, 34 Suakin Drive, Georges Heights  
MOSMAN NSW 2088  
Australia

#### **General**

21. These conditions are governed by the laws of New South Wales, Australia. Claimants submit to the non-exclusive jurisdiction of the courts of New South Wales.
22. The Promoter is Premier Foods Group Limited (Australian registered branch address: Office 4, L1, 285 Lennox St, Richmond 3121, Victoria registered and ABN number: 82 630 884 472).