

“TAKIS X SPIDER-MAN: BRAND NEW DAY” PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents aged 18 years or over.
3. Employees (and their immediate families) 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 first cousin.
4. Entries into the promotion open on 9th July 2026 and close at 5:00pm AEST on 23rd July 2026 (“**Promotional Period**”).
5. To enter, individuals must complete the following steps during the Promotional Period: (“**Entry Requirements**”)
 - (a) visit the Takis Australia Instagram account at @takis_au;
 - (b) follow @takis_au on Instagram;
 - (c) locate the promotional post; and
 - (d) tag a friend in a direct comment to the promotional post who they would like to take with them to the prize screening.
6. Multiple entries permitted, subject to the following: (a) Multiple comments are accepted, each separate comment on the promotional post is counted as one (1) entry; and (b) each entry must be submitted separately and in accordance with Entry Requirements.
7. 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 the Promoter has reason to believe has breached these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct 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.
8. Incomplete, indecipherable or illegible entries will be deemed invalid.

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 will be two (2) weekly draws conducted for this promotion. Entries close for each draw on the dates specified in the table below. All draws will take place at VML Sydney, Level 7, 1 Shelley Street, Sydney NSW 2000 on the dates specified in the table below. All times indicated are AEST. Winners will be notified by Instagram direct message from the Takis Australia Instagram account within three (3) days of the relevant draw.

Draw	Entries close	Draw date
Week 1 Draw	16 July 2026 at 11:59pm AEST	17 July 2026
Week 2 Draw	23 July 2026 at 11:59pm AEST	24 July 2026

11. Entries in each draw will not be entered into any subsequent draw.
12. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn, a drawn winner cannot be contacted, does not confirm their eligibility or state of residence, declines the prize, or is otherwise unable to accept the prize within the timeframe required by the Promoter.
13. The first two (2) valid entries drawn in the Week 1 Draw will win one (1) prize. The first two (2) valid entries drawn in the Week 2 Draw will win one (1) prize. (**“Weekly Prizes”**)
14. Each Weekly Prize consists of two (2) tickets, to a red-carpet preview screening of Spider-Man: Brand New Day in the Australian capital city nearest to the winner’s residential address, as determined by the Promoter. Available screening locations are Sydney, Melbourne, Brisbane, Adelaide and Perth. As part of the experience of attending the preview screening, the winner and their guest will walk the red carpet and receive popcorn and drinks. Each Weekly Prize is valued at AUD \$200, being two (2) tickets valued at AUD \$100 each. The total prize pool value is AUD \$800.
15. Winners will be notified by Instagram direct message from the Takis Australia Instagram account within three (3) days of the relevant draw. Winners must respond to the notification and provide any information reasonably requested by the Promoter, including their State or Territory of residence and the details of their nominated companion, in order to claim the prize.
16. Winners Instagram username that was used to enter will be published on Takis Instagram story at @Takis_au from the 8th of July 2026.
17. The Promoter’s decision is final and no correspondence will be entered into.

18. The preview screenings will take place on 29 July 2026. The final date, time and venue of each screening will be determined by Sony Pictures Releasing. Winners and their guests must be available to attend the screening allocated to them. If a winner is unable to attend the screening in their allocated city on the specified date and time, the prize will be forfeited and no compensation or substitute prize will be provided.
19. Attendance at the screening is subject to the conditions of entry of the venue, event organisers and the Promoter, including any applicable age restriction. The Promoter reserves the right to refuse entry to, or remove from the venue, any winner or guest whose behaviour is deemed inappropriate, offensive, disruptive, unlawful or likely to endanger the safety or enjoyment of others, including but not limited to intoxication.
20. The prize does not include travel, accommodation, parking, meals, beverages, insurance or any other costs associated with attending the screening. Winners and their guests are solely responsible for arranging and paying for their own transportation to and from the screening venue and any other expenses incurred in connection with attendance.
21. The prize is not transferable, exchangeable, refundable or redeemable for cash. The Promoter reserves the right to determine the screening location allocated to each winner based on the winner's residential address.
 - a. The winner will be provided with an electronic ticket ("e-ticket") to the Spider-Man: Brand New Day preview screening in their allocated State or Territory. To gain entry to the screening, the winner must present both the e-ticket issued by the Promoter and valid photo identification matching the winner's name and entry details at the preview screening guest registration desk.
22. If any prize or part of any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize or that part of the prize with a prize of equal value and/or specification, subject to any written directions from a regulatory authority.
23. If a prize remains unclaimed, is declined, or a winner cannot be contacted or verified by the time required by the Promoter, the Promoter may award the prize to the next valid reserve entry drawn, subject to any directions from a regulatory authority. Because the prize is event-based and must be taken during the last week of July 2026, the Promoter may contact reserve winners in the order drawn until a prize winner is determined.
24. Entrants agree that they are fully responsible for any materials they submit via the promotion, including comments and tags ("Content"). The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that they will not submit any Content that is unlawful or fraudulent, infringes any intellectual property, privacy, publicity or other rights, is defamatory,

obscene, derogatory, offensive, threatening, abusive, harassing, violent, sexually inappropriate, or otherwise unsuitable for publication.

25. By entering, entrants consent to the Promoter using their name, likeness, image and/or voice if they are a winner, including any photograph, film and/or recording, in any media for an unlimited period without remuneration for the purpose of promoting this promotion, its outcome and any products manufactured, distributed and/or supplied by the Promoter.
26. If this 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, fraud, war, terrorism, state of emergency, pandemic, or any other kind of disaster or unforeseeable event, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law, subject to any written directions from a regulatory authority, to disqualify any entrant, modify, suspend, terminate or cancel the promotion, or suspend, substitute or modify a prize.
27. Any cost associated with accessing Instagram or the internet is the entrant's responsibility and is dependent on the internet service provider used.
28. Entry and continued participation in the promotion is dependent on entrants following and acting in accordance with Instagram's Terms of Use.
29. This promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram. Entrants understand that they are providing their information to the Promoter and not to Instagram. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Instagram. Instagram will not be liable for any loss, damage or personal injury suffered or sustained by an entrant as a result of participating in the promotion or taking or using a prize, except for any liability which cannot be excluded by law.
30. 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, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter, including its officers, employees and agents, 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 the promotion.
31. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter, including its 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, prize claim or winner response that is late, lost, altered, damaged or misdirected due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value; (e) if the screening or any associated event is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a winner or entrant; or (g) taking, use of, or attendance at the prize.

32. As a condition of accepting a prize, a winner and their companion may be required to sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
33. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://privacy.grupobimbo.com/australia/policy/index.html>. In addition to any use outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling 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. All entries become the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose PI to entities outside Australia.
34. The Promoter is BARCEL USA LLC of 301 Northpoint Dr. Ste 100, Texas, 75019, United States of America, telephone +1-469-496-8403. ("**Promoter**")