

## TERMS AND CONDITIONS

For New South Wales and South Australia

### Schedule

Promotion Name	Win \$1000 with Nutrikiwi
Promotion Type	Consumer
Promoter	Goodacre, Timothy (ABN: 16 717 809 957) c/- The Nutritious Kiwifruit Company Limited of Level 3, 247 Cameron Road, Tauranga, 3110, New Zealand. Promoter's details: Ph: 04 301 67406 Address: 3 Palermo St, South Yarra, VIC
Permit Numbers	Authorised under: NSW Permit: LTPS/14/06155 SA Permit: T14/1491
Relevant States	NSW, SA
Promotion Period	The Promotion starts at 03/09/14 at 00:00:01 AEST. The Promotion closes at 25/11/14 at 23:59:59 AEST.
Verification Requirements	Each entrant must retain a copy of their store receipt in respect of each entry made. Winners will be required to show their store receipt as the only acceptable proof of purchase prior to a prize being awarded.
Entry Procedure	To enter, individuals must, during the Promotion Period, purchase any Participating Products (Qualifying Purchase), and then register their entry by going to <a href="http://www.nutrikiwi.com">www.nutrikiwi.com</a> (the Website) and complete the online entry form as required. For the avoidance of doubt, a Qualifying Purchase is one transaction for any Participating Products regardless of the amount of Participating Products purchased.
Participating Products	The Participating Products are all Nutrikiwi products.
Entry Conditions	Entry is available to all residents of Australia. Entrants under 18 years of age must have the consent of a parent or guardian to enter. One entry only per Qualifying Purchase. Multiple entries are allowed and entrants will be allowed to win more than once.
Maximum Number of Entries	Unlimited.
Draw Details	Date: 28/11/2014 Time: 11:00am (AEST) Location: Theobald Lawyers, 325 High Street, Nagambie VIC 3608 Method: Barrel Draw. The winner of each draw will be the first valid entry drawn.

Prize Details	Prizes: 10 x \$1,000 AUD
Total Prize Pool	Total prize pool is \$10,000 AUD
Notification of Winners	All winners will be notified in writing and attempted contact will be made by telephone within 2 days of the draw. All winners' names will be published in <i>The Australian</i> newspaper and on the Website for a period of 28 days. All participating stores will have the opportunity to publish the winner's names on their store notice boards if practical.
Publication Date(s)	28 November 2014 - Website 27 December 2014 – <i>The Australian</i>
Prize Claim Arrangements	Upon receiving notification of their winning draw, each winner must provide a copy of their purchase receipt to the Promoter either by post or by email to <a href="mailto:michael@nutrikiwi.co.nz">michael@nutrikiwi.co.nz</a> within 10 working days.
Prize Delivery Arrangements	Winners will receive their prize either by electronic transfer or by cheque (at the winner's election) within 28 days after the draw date subject to confirmation and validation of their proof of purchase.
Unclaimed Prize Arrangements	The Promoter will make all reasonable efforts to contact all winners during the 10 working days following the draw. If any winner has not been successfully contacted at the end of the 10 working day period, the Promoter will redraw the prize drawn by the winner who cannot be contacted. The re-draw will take place at 11:00am (AEST) on 28/02/15 at the same location as the initial draw. The unclaimed draw details will be published on the Website on this day for a period of 28 days. Otherwise, the Unclaimed Prize Arrangements will follow the same notification, prize claim and prize delivery procedure.

### Conditions of Entry

- 1.1 These Conditions of Entry must be read together with the Schedule for this Promotion. The Schedule prevails to the extent of any inconsistency with these Conditions of Entry. Participation in the Promotion constitutes acceptance of these Conditions of Entry.
- 1.2 Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, except where stated otherwise.
2. **Eligibility**
  - 2.1 If this is a consumer promotion, entry to the Promotion is open to residents of the Relevant State/s who meet the Entry Conditions (if any). Entrants under 18 years of age must have the consent of a parent or guardian to enter. Parent/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion.
  - 2.2 If this is a retailer promotion, entry to the Promotion is open to individuals who own a Selected Business in the Relevant State(s) and who meet the Entry Conditions (if any). If ownership of a Selected Business changes during the Promotion Period, only the new owner will be eligible to enter the Promotion. Where a Selected Business is owned by a company or other legal entity, entry is open to a nominated representative of that entity (eg, a nominated shareholder or partner) who meets the entry criteria specified in this paragraph.
  - 2.3 Unless this is an internal promotion, directors, management, employees, officers and contractors (and their immediate families) of the Promoter or of

the agencies or organisations associated with this Promotion are ineligible to enter. "Immediate families" means spouse, de facto partner, parent, natural or adopted child, and sibling (whether natural or adopted by a parent), whether or not they live in the same household as the director, manager, employee, officer or contractor.

### 3. **Entry**

- 3.1 The Promotion will be conducted during the Promotion Period.
- 3.2 To enter the Promotion, entrants must complete the Entry Procedure during the Promotion Period.
- 3.3 Entries may only be submitted in accordance with the Entry Procedure and will not be accepted by the Promoter in any other form. Computer generated or other automated entries will not be accepted. Once submitted, entries may not be altered or deleted.
- 3.4 Entrants may enter the Promotion up to the Maximum Number of Entries. Multiple entries (where permitted) must be submitted separately and must each separately meet any product purchase requirement specified in the Entry Procedure (if applicable).
- 3.5 Entries must be received by the Promoter during the Promotion Period. Online, SMS and other electronic entries are deemed to have been received at the time of receipt into the promotion database and not at the time of transmission by the entrant.
- 3.6 If the Promotion involves mail entry, each entry must be sent in a separate envelope.
- 3.7 If the Promotion involves SMS entry, the maximum cost of each SMS is 55 cents (inc GST), whether sent during or outside the Promotion Period. SMS entry is only open to entrants with a compatible mobile phone connected to a service provider that permits text messaging to the Promotion SMS number. Entrants are encouraged to check this with their service provider before entering the Promotion. SMS entries must be submitted from the entrant's mobile phone.
- 3.8 If the Promotion involves entry via a competition phone line, the maximum cost of a standard call to the competition phone line is 55 cents (inc GST), whether calls are made during or outside the Promotion Period. Higher rates may apply for calls made from mobile or public phones.

### 4. **Entry Content**

- 4.1 Entrants are required to take full responsibility for the content of their entry and for ensuring that their entry complies with these Conditions of Entry. For the purposes of these content requirements, "entry content" includes any content (including text, photos, videos and email messages) that entrants submit, upload, transmit, publish, communicate or use in connection with their entry into the Promotion.
- 4.2 Incomplete and ineligible entries will be deemed invalid. Entries will also be deemed invalid if they breach these Conditions of Entry as determined by the Promoter in its sole discretion or any other content guidelines notified by the Promoter during the entry process for the Promotion.
- 4.3 The Promoter may, in its absolute discretion and to the extent allowed by law, edit, modify, delete, remove or take-down any part of an entrant's entry.

### 5. **Determining and notifying winners**

- 5.1 The prize draw(s) (if applicable) will be conducted in accordance with the Draw Details. The prize(s) will be awarded to the valid entry or entries (as applicable) randomly drawn in accordance with the Prize Details.
- 5.2 If the Promotion includes instant win prizes, the instant win prize(s) will be awarded to the valid entry or entries (as applicable) in accordance with the Entry Procedure and the Instant Win Details.
- 5.3 Winners will be notified as specified in the Schedule and their name and State/Territory of residence will be published in accordance with the Schedule. The Promoter and the companies and agencies associated with this

Promotion may also publish the name and State/Territory of winners on their website(s) and in trade publications. By entering this Promotion, each entrant authorises their name and state of residence to be published and requests that his or her full address not be published.

6. **Prizes**

6.1 The prize(s) are specified in the Prize Details. The prize(s) are subject to any restrictions specified in the Schedule. The Total Prize Pool is specified in the Schedule.

7. **Claiming prizes**

7.1 Prizes must be claimed in accordance with the Prize Claim Arrangements set out in the Schedule.

7.2 If this Promotion involves instant win tickets such as specially marked product wrappers or scratchies, winners must present their winning ticket to be eligible to claim a prize. The Promoter is not responsible for late, lost, destroyed, altered, damaged or defaced tickets. Bona fide tickets may incorporate security and/or verification measures to guard against fraud. The Promoter and the suppliers of prizes may conduct security and/or verification checks in their absolute discretion to determine whether a ticket is bona fide. A ticket is void if stolen, forged, mutilated or tampered with in any way or if it or any part of it fails any of the security or verification checks. Printing errors and other quality control errors will not be used as the sole basis for refusing prize claims. If the advertised instant win prize pool is exceeded, all valid claims for prizes will be met.

7.3 If a prize is not accepted or claimed in accordance with the Prize Claim Arrangements, the relevant winner's entry will be deemed invalid and the Promoter reserves the right to distribute the unclaimed prizes in accordance with the Unclaimed Prize Arrangements specified in the Schedule, subject to any directions given by any relevant authority. Winners of unclaimed prizes will be notified and have their names and State/Territory of residence published in accordance with the Unclaimed Prize Arrangements.

8. **General**

8.1 The Promoter accepts no responsibility for any problems or technical malfunction of any communication network or for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. The Promoter has no control over telephone communications, networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) any costs incurred.

8.2 The Promoter may, at its sole discretion, declare any or all entries made by an entrant invalid, and prohibit further participation by an entrant in this Promotion, if the entrant:

- (a) fails to verify their personal details and/or eligibility to enter the Promotion to the Promoter's satisfaction;
- (b) tampers with or benefits from any tampering with the entry process or the operation of the Promotion;
- (c) submits an entry which in the Promoter's opinion is not in accordance with these Conditions of Entry;
- (d) acts in a disruptive manner or with the intent to annoy, abuse, threaten or harass any other person; or
- (e) engages in conduct in entering the Promotion which in the Promoter's opinion is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter. This includes where entrants share receipts or product labels to enter the

Promotion or where entrants use multiple names or addresses to register multiple entries.

- 8.3 Entrants must comply with the Verification Requirements. The Promoter may require entrants to provide these to the Promoter or its agent as part of the entry verification or prize claim process. Failure to provide these to the Promoter's satisfaction will result in the relevant entry being declared invalid (and, at the Promoter's discretion, in all of the entrant's entries being declared invalid).
- 8.4 All entries will be the property of the Promoter and will not be returned. Original store receipts are the property of the purchaser and will be returned upon validation.
- 8.5 Prizes are not transferable or exchangeable and, except for cash prizes, cannot be redeemed for cash or any other form of compensation. The value of each prize is accurate as at the time of preparation of this material. The Promoter accepts no responsibility for any variation in the value of a prize after that date. If a prize is unavailable for any reason, the Promoter may substitute it for another item of equal or higher value, subject to the approval of the relevant authorities in the Relevant State(s), if required. If a winner does not take an element of a prize at the time stipulated by the Promoter, then that element of the prize will be forfeited by the winner and neither cash nor any other form of compensation will be supplied in lieu of that element of the Prize. The Promoter accepts no other liability or responsibility for any loss incurred by a winner or any other party if any prize (or any part of a prize) is unavailable for any reason. Interest is not payable on cash prizes.
- 8.6 If requested by the Promoter, entrants and winners (or their companion(s), if applicable) must sign (or procure that their parent/guardian signs) an indemnity and exclusion of liability form provided by the Promoter, in favour of the Promoter and all parties involved in this Promotion and/or providing the prize, before they participate in the Promotion and/or the prize. If they or their parent/guardian do not sign that form within the time specified by the Promoter, they will not be able to participate and the relevant entrant's or winner's entry or claim will be deemed invalid. Where an entry is declared invalid prior to the date or point in time given by the Prize Claim Arrangements, the Promoter may determine a new winner in accordance with the Unclaimed Prize Arrangements.
- 8.7 If for any reason any aspect of this Promotion does not or is not capable of running as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion, or invalidate any affected entries, subject to the approval of the relevant authorities in the Relevant State(s), if required.
- 8.8 The Promoter's decisions in connection with the Promotion are final and no correspondence will be entered into.
- 8.9 The Promoter, its associated agencies and companies and the agencies and companies associated with this Promotion (including Facebook, if the Promotion is conducted via a Facebook Platform) 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) in connection with this Promotion or accepting or using a prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
- 8.10 The Promoter and its associated agencies and companies will not be liable for any damage to or delay in transit of prizes.

- 8.11 The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought. Where the operation of this Promotion results in, for GST purposes, supplies being made for non-monetary consideration, entrants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
- 8.12 The Promoter will use the information you provide to conduct the Promotion. For this purpose, your information may be disclosed: (a) to companies and agencies connected with this Promotion; (b) to the relevant authorities in the relevant States and Territories; (c) in accordance with these Conditions of Entry; or (d) as required by law. The Privacy Act gives certain rights of access and correction to individuals whose information is held by the Promoter.