

## **SAXBYS FEEDBACK PROMOTION: TERMS AND CONDITIONS OF ENTRY**

1. Information on how to enter and prizes form part of these terms and conditions. Any entry not complying with these terms and conditions is invalid.
2. Entry is open to residents of Australia. Employees and their immediate families of the Promoter, the Promoter's associated companies and agencies are ineligible to enter.
3. To enter, participants must answer all questions in the Saxbys Soft Drink Feed Back Form within the promotional period by visiting [www.saxbys.com.au/feedback](http://www.saxbys.com.au/feedback) and following the prompts. Upon completion of questions, they will then automatically be entered into the draw. Maximum one entry per person.
4. The Promotion commences at 12.00 am AEST on 2 May 2008 and closes at 11:59pm AEST on 30th June 2008 ('promotion period').
5. The Promoter reserves the right to verify the validity of entries and reserves the right to disqualify any entrant for tampering with the entry process or for submitting an entry which is not in accordance with these Conditions of Entry.
6. The draws will take place at MDSA, 15 Grosvenor Street, Neutral Bay NSW 2089 at 11.00am (AEST) on 14 July 2008.
7. The first valid entry drawn from each state ie. New South Wales/Australian Capital Territory, Victoria, South Australia, Tasmania, Western Australia/Northern Territory and Queensland, will each win a Myer Gift Card, valued at \$300. Value of all prizes for each state is \$300. The total value of all prizes is \$1,800.
8. The winners will be notified by phone and in writing within 2 days of the draw, and their name will be published on [www.saxbys.com.au](http://www.saxbys.com.au) on 28 July 2008.
9. The Promoter reserves the right to redraw in the event of any entrant being unable to satisfy these competition conditions or forfeiting or not claiming a prize. If a prize remains unclaimed or forfeited through ineligibility or otherwise, the Promoter will conduct further draw or draws, as required, at the same time and place as the original draw on 31 October 2008. The winner will be notified by mail and published in The Australian newspaper on 7 November 2008.
10. The Prizes are not transferable and cannot be taken as cash.
11. The Promoter is not liable for any loss or damage whatsoever which is suffered, including but not limited to, indirect or consequential loss, or for personal injury suffered or sustained during the course of accepting or using the prize, except for any liability which cannot be excluded by law.
12. Promoter's decision is final and no correspondence will be entered into.
13. If for any reason this promotion is not capable of running as planned (whether caused by infection by computer virus, line drop out, bugs, tampering, unauthorised intervention, fraud, technical failures or any other cause beyond the control of the Promoter which corrupt or affect the administration, security, fairness or integrity of the promotion), the Promoter reserves the right in its sole discretion, (subject to any written direction given by a relevant Regulatory Authority), to cancel, terminate, modify or suspend the promotion. The Promoter may in its sole discretion disqualify any individual who tampers with the entry process.
14. Entries are deemed to be received at the time of receipt into the Promoter's database. The Promoter is not responsible for receipt of incorrect, inaccurate or incomplete information, either caused by website users or by any of the equipment or programming associated or utilised in this competition, or by any technical error that may occur in the course of administration of this competition. The Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to or alteration of entries.

15. The Promoter collects information about you to include you in the promotion and, where appropriate, to award prizes and may also use the information to assist it in improving its goods and services and to contact you, including by electronic communication methods (including email and SMS) in the future with special offers.
16. By entering the promotion, each entrant agrees in addition to the above uses, that the Promoter may disclose entrants' personal information, to State and Territory lottery departments, the winners' names will be published as required under the relevant lottery legislation and the Promoter may publish or cause to be published the winner's names and suburb in any media.

Eligible Entrants' personal information will be collected by or on behalf of the Promoter to enable it to administer and promote the Competition and the winner of the Competition. This information may be provided to others assisting in the conduct of the Competition, including the Competition administrator, Prize suppliers and deliverers. Persons may contact the Promoter to request access to, or corrections of, any of their collected personal information that is held by the Promoter.

The Promoter is: Oasis Trust, trading as Saxbys Soft Drinks Pty Ltd, 7147 The Bucketts Way, Taree, NSW 2430 ANB 319 092 920 60

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