

BE SOUPA SMART PROMOTION (“Promotion”)
AAB Holdings Pty Limited trading as Nature’s Selection
Foods (“Promoter”)
Woolworths (“Co-Promoter”)
CONDITIONS OF ENTRY

1. Information on How to Enter and Prizes form part of these Conditions of Entry.
2. The Entrant is responsible for ensuring his or her familiarity with the Conditions of Entry at the time of participation. Entry into this Promotion is deemed to be acceptance of these Conditions of Entry. The Promoter’s decision not to enforce a specific restriction does not constitute a waiver of that restriction or of the Conditions of Entry generally.
3. The Promotion is only open to “Eligible Entrants”, being individuals who:
 - I. are aged 18 years or older; and
 - II. are residents of Australia; and
 - III. are not employees of the Promoter, Co-Promoter or any of its related corporations or any of their agencies associated with the Promotion; and
 - IV. are not a spouse, defacto spouse, parent, child or sibling (whether natural or by adoption) of such an employee; and
 - V. have not won a Prize/Prizes valued either individually or collectively at more than **\$5,000** from the Promoter, or in any promotion run by the Promoter, in the prior **12 months**; and
 - VI. have not been discovered to have used or attempted to use any more than one name in order to qualify to win any contest run by the Promoter except in the case of a legal change of name.
 - VII. have not been discovered to have breached Conditions of Entry of previous contests run by the Promoter.

4. All Entrants acknowledge that the Promoter can rely on these Conditions of Entry even if the Promoter only learns of a person's ineligibility after the Promoter has awarded the Prize to the ineligible person. Return of the Prize or payment of its equivalent value to the Promoter can be required by the Promoter if this occurs.
5. All prices stated are in Australian dollars, represent the recommended retail price and include GST. All references to times and dates are to times and dates in Melbourne, which may be Australian Eastern Standard Time (AEST) or Australian Eastern Daylight Time (AEDT) depending on the date. All times are stated using the 24 hour clock.

KEY DATES

6. The Promotion commences **01 June 2008 at 00:01** and final entries **close 31 July 2008 at 23:59** ("Promotion Period").
7. All Prize Draws will take place at Prime Focus 104/55 Beach Street Port Melbourne Victoria 3207. The Prize Draws will occur on **06 August 2008 at 12:00 noon**. The Prize Winners will be notified by phone and mail. Winner's of prizes valued at over \$100 will have their details (initial, surname and state) published in The Australian on **03 September 2008**.
8. **Unclaimed Prize Draw:** If any Prize(s) remains unclaimed or claimed but then forfeited for any reason, the Promoter may conduct such further draws at the same place as the original draw as are necessary on **19 November 2008** at 12:00 noon, in order to distribute any unclaimed Prize(s) by that date, subject to any written directions under relevant Lottery and Gaming Regulations. In the event of any Winner(s) in the unclaimed Prize Draw, they will be notified by mail and phone and winners of

prizes valued at over \$100 will have their details (initial, surname and state) published in The Australian on **17 December 2008**.

HOW TO ENTER

9. To enter Eligible Entrants must purchase any two (2) soups from the Nature's Selection Winter Pulses range in the one (1) transaction from any participating Woolworths or Safeway Store during the Promotion Period ("Qualifying Purchase") and collect an entry flyer.

Entrants may enter via SMS, WEB or MAIL:

- I. **To enter via SMS ("SMS Entry"):** Entrants must send an SMS with the last five (5) digits of the two (2) barcodes printed on the products purchased along with their full name and postcode (in this order) to 1995 5598.

Example Entry: 12345 12345 John Smith 2200

Maximum SMS entry cost per message is 55c including GST. Service provided by Prime Focus.

- II. **To enter via the Internet ("Web Entry"):** visit www.naturesselection.com.au and follow the links to the Promotion website. The Entrant is then required to fully complete the online entry form including entering the last five (5) digits of the two (2) barcodes printed on the products purchased.

Any costs associated with accessing the Promotion website is the Entrant's responsibility and is dependent on the Internet service provider used. Eligible Entrants must make their entries manually using an internet browser.

SMS AND WEB ENTRANTS MUST RETAIN A PHOTOCOPY OF THEIR PURCHASE RECEIPT(S) AND PRODUCT BARCODES FOR ALL ENTRIES SUBMITTED.

- III. **To enter via Mail (“Mail Entry”)**: clearly write your name, address and phone number on the back of a stamped envelope and send it together with the two (2) product barcodes and a photocopy of the purchase receipt to:

Be Soupa Smart Promotion
PO Box 3104
North Turramurra NSW 2074

All Mail Entries must be in a separate stamped envelope.

EACH ENTRY MUST RELATE TO A SEPARATE QUALIFYING PURCHASE.

PURCHASE & ENTRY REQUIREMENTS

10. * Offer available on any two (2) soups from the Nature’s Selection Winter Pulses range.
11. Multiple entries accepted subject to:
- I. each entry **must** be associated with a separate Qualifying Purchase (as detailed above); and
 - II. a limit of two (2) entries are permitted per person (SMS Entry) and/or household (WEB Entry) per day; and
 - III. a total of 100 entries per person (SMS Entry) and/or household (WEB Entry) for the Promotion Period; and
 - IV. Mail Entries must be in a separate envelope, with associated product barcode and a photocopy of their purchase receipt enclosed.

12. All entries in the Promotion may be subject to verification by the Promoter, including:
 - I. All Entrants MUST retain a photocopy of their purchase receipt(s) and product barcode(s) (evidencing their Qualifying Purchase) for all entries submitted as proof of purchase (“proof of purchase”). SMS and WEB Entrants may be required to, within 7 days of being asked to do so, send their proof of purchase in order to validate their entry(ies). A reply paid address will be provided to entrants. SMS and WEB Entrants must also retain a photocopy of the proof of purchase submitted for verification purposes. The Promoter recommends that SMS and WEB Entrants send their proof of purchase via registered post, however, this is not a Condition of Entry; and
 - II. All Entrants MUST also deliver to the Promoter (by a means determined by the Promoter) copies of any other documents the Promoter may request establishing eligibility to enter or win, including but not limited to evidence of age, residence or identity. The Promoter may make one or more requests for such documents. Once the identity of documents available is established, an Entrant must deliver requested copies within 7 days of being asked to do so. At the Promoter's request, an Entrant MUST also, within 7 days of being asked to do so, allow the Promoter to inspect and copy the original of any such document.
13. The Promoter may, at its absolute discretion, disqualify any Entrant/s and declare any or all entries made by an Entrant/s invalid if the Entrant/s:
 - I. Tampers with the entry process, including the use of any automated entry software or any other mechanical or electronic means that permit the Entrant to automatically enter repeatedly; or

- II. Shares proof of purchase requirements in order to gain competitive advantage over other Entrants; or
- III. Tampers with the operation of the Promotion or web site; or
- IV. Is found to be using multiple aliases or email addresses; or
- V. Acts in a disruptive manner; or
- VI. Fails to establish their entitlement to enter the Promotion to the Promoter's satisfaction; or
- VII. Fails to produce items as required or produces items that, in the Promoter's opinion, are illegible, stolen, forged, reconstructed, altered, incomplete or tampered with in any way; or
- VIII. Acts in violation of these Conditions of Entry.

14. If an Entrant is found to be in breach of these Conditions of Entry they may be ineligible to enter all future promotions run by the Promoter at its absolute discretion.
15. A message will be sent back to the Entrants mobile phone (SMS Entry) or a message will appear online (WEB Entry) to let them know if they have submitted a valid entry. Response times may vary and are subject to network coverage and availability, the number of entries received by the Promoter, the available memory of the SIM card inside the Entrants' mobile phone and/or other technical problems.
16. SMS Entrants - Entry is only open to consumers with a SMS compatible mobile phone connected to a service provider which permits text messaging to the Promotion SMS number. Consumers should check with their network service provider to see if their mobile phone is compatible. Entry is not available to Vodafone Maxi Plan, Super Plan and Mega Cap Plan Prepaid customers.
17. The mobile phone number from which the entrant sends the SMS entry must be owned by the entrant. The

Promoter may require a winner to validate their entry by showing proof of ownership of the mobile telephone number. The only acceptable proof of ownership will be an original invoice in the name of the entrant or an original letter on the service provider's letterhead confirming the entrant's ownership. If an entrant is unable to provide proof of ownership of the mobile telephone number within 14 days of request by the Promoter, the entry will be treated as void and the prize will be treated as an unclaimed prize.

UNRECOGNISED CODE

18. If an Entrant has submitted an entry (SMS or WEB entry) with an incorrect code, they will be sent a reply SMS (SMS entry only) or a message will be displayed online (WEB entry only) highlighting that their code is not recognised by the database. They will then be asked to check the code sent against the product barcode and to resubmit their entry.
19. There is an automated limit on unrecognised barcodes. An Entrant may be blocked, at the discretion of the Promoter, from submitting any further barcodes once the limit has been reached.
20. Errors and omissions accepted at the Promoter's discretion.

MAJOR PRIZES

21. The first valid entry drawn will win one (1) Mercedes 'Smart Car' Coupe' ("Vehicle"), valued at a maximum of \$23,200 (depending on winners place of residence). Further details of the Vehicle are available at www.smart.com.

The Vehicle prize includes on road costs, the maximum value of which will vary depending on the State or

Territory in which the Vehicle is registered. The on road costs are dealer delivery and statutory government charges and one year's registration and compulsory 3rd party personal insurance (CTP/TAC, etc) for private use.

To be eligible to claim the Vehicle prize, the winner must be capable of obtaining motor vehicle registration of the Vehicle in her name in accordance with the applicable legislation in the State or Territory in which the winner resides. If the winner is, through any legal incapacity or otherwise, unable to register the Vehicle in her name then she may, notwithstanding any other provision of these conditions, transfer the Vehicle prize to another person with legal capacity for the purpose of registering the Vehicle in the State or Territory in which the winner resides.

The winner of the Vehicle must collect it from the dealer specified by the Promoter and it must be registered prior to collection. The dealership will be located in the winners nearest capital city. Any number plate details used in the promotion of the Promotion are representational only. No color choice of the Vehicle is available.

The Vehicle prize excludes any optional extras. Subject to agreement by the supplying dealer, and subject to the winner agreeing to pay any additional amount requested by the dealer, the winner may upgrade the Vehicle with optional extras. Except as expressly stated in these conditions, the supplying dealer will not provide substitute model. The supplying dealer will not exchange the Vehicle for cash.

Unless expressly stated within these Conditions, all expenses incurred in relation to the Vehicle prize (including additional insurance) are the responsibility of the winner.

The Vehicle must be redeemed in full by 31 December 2008.

MINOR PRIZES

22. The next two (2) valid entries drawn will win one (1) Navman S80 GPS valued at \$550 each.
23. The next ten (10) valid entries drawn from all entries received will each win a \$50 Woolworths Wish Gift card to spend at selected Woolworths Ltd outlets nationwide. For a full list of participating stores see www.WISHgiftcard.com.au. Any unused balance of the Wish Gift card will not be awarded as cash. Redemption of the Wish Gift card is subject to any terms and conditions of the issuer including those specified on the Wish Gift card. The Wish Card will expire 12 Months after issue.

Any ancillary costs associated with redeeming the gift card are not included.
24. Total Minor Prizes are valued at \$1,600.
25. Total Prizes valued at \$24,800.
26. Limit of one (1) Minor Prize may be awarded per winning person (SMS Entry & Mail Entry) and/or household (WEB Entry) (except for SA residents).
27. In the event for any reason 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 cash will not be supplied in lieu of that element of the Prize.
28. Where relevant, the Prize Winners should look to the manufacturer of products and services awarded as Prizes for all warranties. However, these Conditions of

Entry do not exclude or limit the application of any statutory provision (including a provision of the Trade Practices Act 1974) where to do so would contravene that statute or cause any part of these terms and conditions to be void.

29. Minor Prizes will be delivered to the residential address as identified by the Prize Winners.
30. Where a Prize is unavailable for any reason, the Promoter may substitute for that Prize another item of equal or higher value as determined by the Promoter, subject to the approval of the respective regulatory gaming authorities, where required. The Promoter accepts no other liability or responsibility for any loss incurred by a Prize Winner or any other party if any Prize (or part of a Prize) is unavailable for any reason
31. To the full extent permitted by law, the Promoter, its associated companies and agencies (“Relevant Party”) exclude all liability for any loss (including any damage, claim, injury, cost or expense) which is suffered or incurred by any Eligible Entrant and/or Prize Winner.
32. The Prize Winners(s) must, at the Promoter’s request, participate in all promotional activity (such as publicity and photography) surrounding the winning of the Prize, free of charge, and they consent to the Promoter using their name and image in any promotional material.
33. The Promoter accepts no responsibility for any tax implications that may arise from the Prize winnings. Independent financial advice should be sought by Prize Winners.
34. A Prize Winner must, if requested by the Promoter, agree to and sign:

- I. an eligibility form confirming their compliance with the Conditions of Entry and eligibility to accept a prize; and/or
- II. a liability release in a form to be determined by the Promoter at their discretion.

GENERAL

35. Confirmation of printing errors and other quality control matters will not be used as a reason for refusing payment of a Prize.
36. All entries are deemed to be received at the time of receipt in the Promotion database and NOT time of transmission by the Entrant.
37. No responsibility accepted for late, lost or misdirected entries. At the Promoters discretion, any contact details incorrectly entered by an Entrant may invalidate the relevant entry.
38. Incomplete, indecipherable or illegible entries will be deemed invalid.
39. Entries not completed in accordance with the Conditions of Entry or received after close of entry will not be considered. Incomplete entries will be disregarded.
40. The Promoters decision in relation to any aspect of the Promotion is final and binding on every person who enters. No correspondence will be entered into.
41. If for any reason this Promotion is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the promoter which corrupt or affect the administration security, fairness, integrity or proper conduct of this

Promotion, the Promoter reserves the right to cancel, terminate, modify or suspend or recommence the Promotion, subject to the approval of the authorities that have issued permits for its conduct.

42. The Promoter assumes no responsibility for:

- I. any error, omission, interruption, or delay in the operation or transmission of any communication sent to (or by) the Promoter or any Entrant whether caused by problems with communication networks or lines, computer systems, software or internet service providers, congestion on any carrier network or otherwise;
- II. any theft, destruction or unauthorized access to, or alteration of such communications;
- III. any problem with, or technical malfunction of, any computer system or other equipment used for the conduct of the Promotion;
- IV. any incorrect or incomplete information which may be communicated in the course of the administering this Promotion.

43. **CAUTION:** Any attempt to deliberately undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law.

PERSONAL INFORMATION

44. All entries become the sole property of the Promoter. The information Entrant's provide will be used by the Promoter for the purpose of conducting this Promotion. The Promoter may disclose Entrants' personal information to its contractors and agents to assist in conducting this Promotion or communicating with Entrant's.

45. Entrant's consent to the storage of their personal information on the Promoter's database and the Promoter may use this information for future Promotion, marketing and publicity purposes regarding its products, including contacting the Entrant via electronic messaging unless an Entrant;

- I. has marked the "opt-out" box on the online entry form (WEB Entrant); or
- II. replies "STOP" via SMS (SMS Entrant); or
- III. has marked the "opt-out" box on the mail entry form (Mail Entrant).

46. Entrant's can request to access, update or correct their personal information the Promoter holds about them or may request that they not receive further Promotional or marketing communications from the Promoter by contacting the Promoter at the address below. Should a participant's contact details change during the Promotion Period, it is the participant's responsibility to notify the Promoter.

47. The Promoter is bound by the National Privacy Principles in the Privacy Act 1988.

48. The Promoter is AAB Holdings Pty Limited trading as Nature's Selection Foods ABN 11 092 750 064 of 77-85 Roberts Road, Greenacre NSW, 2190

Authorised under permit numbers: NSW LTPS/08/03657, ACT TP 08/01577, VIC 08/1668 & SA T08/1513