

## **THE VAALIA & WOOLWORTHS – “WIN A FEEL GOOD LOOKING GREAT MAKEOVER EXPERIENCE WITH SARAH MURDOCH” PROMOTION**

### **HOW TO ENTER**

To be eligible to enter, individuals must purchase any two Vaalia products in one transaction, from a participating Woolworths/Safeway store nationally during the promotional period.

To enter, individuals must then complete any one of the following steps between 31/08/11 and 11:59pm AEDST on 27/09/11:

(a) visit [www.vaalia.com.au](http://www.vaalia.com.au), follow the prompts to the competition entry page, input the requested details including their full name, valid phone number, valid email address, residential address, the last four (4) digits for both of their eligible product barcodes and the full Woolworths/Safeway purchase receipt number and then submit the fully completed entry form. Entrants who submit an entry online will be notified instantly online whether or not they are an instant winner.

**OR**

(b) send an SMS to 1999 7777 containing their full name, postcode, the last four (4) digits for both of their product barcodes and their full Woolworths/Safeway purchase receipt number (in that order, with a space between each item and no spaces between the digits of the two barcodes). Entrants who submit an entry via SMS will be notified by return SMS whether or not they are an instant winner.

Premium SMS cost is 55c. Entrants must have premium service access. SMS helpline: 1800 676 961. Premium SMS service provider MessageMedia.

### **TERMS AND CONDITIONS**

1. Information on how to enter and prizes 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 who can take the prize between 15/11/11 and 15/05/12 (on the exact dates specified by the Promoter).
3. Employees (and their immediate families) of the Promoter, participating Woolworths/Safeway stores 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 1<sup>st</sup> cousin.

4. 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 purchase receipt/s) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process including but not limited to tampering by way of use of techniques designed to avoid the payment of SMS costs. 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.
5. Incomplete or indecipherable entries will be deemed invalid.
6. Multiple entries permitted, subject to the following: (a) only one entry permitted per two (2) Vaalia products purchased in one transaction during the promotional period; (b) each entry must be submitted separately and in accordance with entry requirements; and (c) a maximum of two (2) entries permitted per person per day. For the sake of clarity, individuals who purchase four (4) Vaalia products in the one transaction during the promotional period will be eligible to receive two (2) entries.
7. Entrants must retain their original Woolworths/Safeway purchase receipt(s) for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant's entries and forfeiture of any right to a prize. Purchase receipt(s) must clearly specify Woolworths/Safeway as the store of purchase, that at least two (2) Vaalia products were purchased, and that the purchase was made during the promotional period but prior to entry.
8. 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.
9. Premium SMS cost is 55c. Entrants must have premium service access. SMS helpline: 1800 676 961. SMS winners will be contacted by SMS and/or phone and the Promoter will record their address details so that the prize may be awarded. SMS entries via the Internet are ineligible. Entries are deemed to be received at the time of receipt into the promotion database and NOT at the time of transmission by the entrant.
10. Promotion commences on 31/08/11. Entries and all claims for instant win prizes must be received by 11.59pm AEDST on 27/09/11.

*Major Prize Draw*

11. The Major Prize Draw will take place at Level 22, 385 Bourke Street, Melbourne Victoria 3000 on 03/10/11 at 3pm AEDST. The Promoter reserves the right to draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.

12. The first three (3) valid entries drawn will each win a trip for two (2) adults to Sydney, NSW valued at up to \$25,000 depending on point of departure (“the Major Prize”). The Major Prize includes:
- a makeover with personal stylist Sarah Murdoch for the winner and his/her companion (including personalised wardrobe valued up to \$800 each, makeup and hair styled);
  - professional photo shoot for the winner and his/her travel companion (including one (1) photo from the photo shoot each as chosen by the winner);
  - two (2) nights accommodation in Sydney at a 5 Star hotel;
  - breakfast daily for two (2) adults at the hotel; and
  - a Gourmet Degustation dinner for two (2) adults at *Marque* Restaurant in Surry Hills (valued at \$235 for each person).

The prize also includes two (2) return economy airfares from the winner’s nearest capital city/closest regional NSW airport to Sydney domestic airport. If the winner resides within a 300km radius from Sydney domestic airport, flights will not be included and the airfare component of the prize will not be redeemable for cash.

13. Spending money, additional meals, taxes (excluding airline and airport taxes), insurance, transport to and from departure point, transfers, items of a personal nature, in-room charges and all other ancillary costs are not included. The prize must be taken between 15/11/11 and 15/05/12 (on dates specified by the Promoter) to coincide with Sarah Murdoch’s availability. The Promoter will notify the winners of the exact dates on which the prize must be taken once the winners are chosen and the dates are confirmed.
14. The Major Prize winners will be notified by mail and their names will be published in *The Australian* on 13/10/11.
15. Winners and their companions are responsible for ensuring that they have valid travel documentation. Winners and their companions must depart from and return to the same departure point and travel together.
16. Itinerary to be determined by the Promoter in its absolute discretion.
17. Frequent flyer points will not form part of the prize.
18. Major Prize is subject to the standard terms and conditions of individual prize and service providers.
19. Winners may be required to present their credit card at time of accommodation check in.

#### *Instant Win Prizes*

20. Instant win prizes: 672 x AU\$40 WISH Gift Cards (24 x AU\$40 WISH Gift Cards awarded for each day of the promotional period). Total value of instant win prizes is \$26,880.
21. Instant winners will be notified immediately in writing according to their entry method: (a) SMS – via return SMS; or (b) online – upon entry submission.
22. Woolworths Limited is the issuer of the WISH Gift Card but is not the Promoter and is therefore not responsible for the other prizes, products, or services under the promotion or the fulfilment of these Terms and Conditions. Woolworths Limited is responsible for the fulfilment of the terms and conditions of the WISH Gift Card. WISH Gift Cards are redeemable at participating stores only. Participating stores may change from time to time. WISH Gift Card terms and conditions apply. See [WISHgiftcard.com.au](http://WISHgiftcard.com.au) for full terms and conditions and for a list of participating stores.

#### *General*

23. The Promoter's decision is final and no correspondence will be entered into.
24. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion, subject to any written directions from a relevant regulatory authority.
25. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a prize or an element of a prize by the time stipulated by the Promoter, then the prize or that element of the prize will be forfeited.
26. 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 to the equal value and/or specification, subject to any written directions from a regulatory authority.
27. Total prize pool value is up to \$101,880.
28. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
29. A draw for any unclaimed Major Prizes, may take place on 17/10/11 at the same time and place as the original draw, subject to any directions from a regulatory authority. The first valid entry drawn and successfully contacted by phone and in writing will win the Major Prize. If the unclaimed prize draw winner cannot be contacted within 24 hours, the Promoter will contact the next drawn winner until a prize winner is determined. Results will be published in *The Australian* on 20/10/11.
30. A draw for any unclaimed instant win prizes may take place on 02/02/12 at the same time and place as the original Major Prize draw, subject to any directions from a regulatory authority. Winners (if any) will be notified in writing.

31. Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
32. 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 or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
33. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
34. Quality control errors will not invalidate an otherwise valid prize claim.
35. Unless otherwise due to fraud or ineligibility under these Terms and Conditions, all prize claims in excess of the advertised prize pool will be honoured. Any instant win prizes that are part of the advertised total prize pool will be awarded in the unclaimed prize draw.
36. 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 respective 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.
37. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective 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 or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable

control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) taking of or use of a prize.

38. The Promoter collects personal information in order to conduct the promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this information. The promoter reserves the right to send one additional electronic message to entrants during the promotional period, separate to the confirmation electronic message sent to confirm entry. Additional messages sent by the Promoter will not be charged to entrants. Any further entries into the promotion made by entrants will be charged at the premium SMS rate (refer Clause 9). All entries become the property of the Promoter. Please refer to the Parmalat Australia privacy policy that is available at [parmalat.com.au](http://parmalat.com.au) for more information. Entrants should direct any request to opt out, access, update or correct information to the Promoter. Details collected during the promotion will not be used once the promotion has been concluded.
39. The Promoter is Parmalat Australia Ltd (ABN 56 072 928 879) of Level 5, 35 Boundary St, South Brisbane, QLD 4101, telephone (07) 3840-0100

NSW Permit No. LTPS/11/6923 VIC Permit No. 11/1578 ACT Permit No. TP11/3052 SA Permit No. T11/1560