

## **“TRY NEW MOCCONA CHILLED COFFEE AND WIN” PROMOTION**

### **TERMS AND CONDITIONS**

1. Instructions on how to enter form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The Promoter is Frucor Beverages (Australia) Pty Limited of Level 2, George Street North Strathfield NSW 2137. ABN 73 060 091 536. Telephone 1800 237 727
3. Entries are only open to Australian residents. Employees (and their immediate families) of the Promoter or Sara Lee Australia are ineligible to enter.
4. The competition begins on Wednesday 9 September 2009 at 00.01am AEST, and closes on Friday 2 October 2009 at 5.00pm AEST ('Promotion Period').
5. To be eligible to enter, individuals must choose to purchase either (i) Moccona Chilled Coffee Latte (250ml), (ii) Moccona Chilled Coffee Double Shot, (250ml) or (iii) Moccona Chilled Coffee Mocha (250ml) from any retail outlet during the Promotion Period.
6. To enter, individuals must, tell us in 25 words or less “what do you think of the new Moccona Chilled Coffee?”, then send their response and original purchase receipt to the Promoter during the Promotion Period. All entries must be mailed to “Moccona Chilled Coffee Promotion PO Box 3167, North Strathfield NSW 2137”.
7. Judging of all eligible entries received during the Promotion Period will take place at 10.30am AEST on Wednesday 7 October 2009. The judging will take place at Level 2, George Street North Strathfield NSW 2137. All eligible entries will be assessed in the judging process. This is a game of skill only and chance plays no part in determining the winner.
8. Entrants will be notified by mail if they are a winner. The Judge's decision is final and no correspondence will be entered into.
9. Total prize pool is valued at \$500.00. The prize is not transferable or exchangeable and cannot be taken as cash. In the event that the Promoter is unable to supply the prize, the Promoter reserves the right to supply an alternative prize of similar monetary value.
10. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including a entrant's identity, age and place of residence) 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. Errors and omissions will 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.

11. Incomplete, indecipherable or illegible entries will be deemed invalid.
12. Only one (1) entry permitted per person.
13. 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, 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.
14. Except for any liability that cannot be excluded by law, 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, including, but not limited to, where arising out of the following: (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 claim or offer 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 offer value to that stated in these Terms and Conditions; or (e) any tax liability incurred by a entrant.