

## **Terms and Conditions of Entry for the "Heinz Soup of the Day™ Winter Wellness Promotion" (Promotion)**

1. These terms and conditions of entry, including information on how to participate and prize details (**Terms**), apply to the Promotion and entry into the Promotion is deemed acceptance of these Terms.
2. This is a game of skill and chance plays no part in determining the winner.
3. The Promoter is H.J. Heinz Company Australia Limited (ABN: 87 004 200 319) of 2 Southbank Boulevard, Southbank, Victoria 3006 (**Promoter**). Apollo Nation (ABN: 97 087 635 174) of 20 Windmill Street, Walsh Bay, New South Wales 2000 are responsible for organising, managing and administering the prizes.

### **PROMOTION PERIOD**

4. The Promotion will be open from 09:00 AEST on **12/05/2014** until 23:59 AEST on **08/06/2014** (**Promotion Period**).
5. Entry in the Promotion is only open to Australian residents aged 18 years of age or older excluding:
  - (a) management, employees, directors and contractors of the Promoter, its related entities, and other agencies, firms or companies associated with the Promotion (including suppliers of the prizes); and
  - (b) a spouse, de-facto spouse, parent, guardian, child or sibling of a person referred to in paragraph 5(a) of these Terms

### **(Eligible Entrant).**

The Promoter is responsible for determining whether a person is an Eligible Entrant in its absolute discretion.

### **HOW TO ENTER**

6. To enter and be eligible to win, an Eligible Entrant must, during the Promotion Period:
  - (a) visit [www.yahoo7.com.au/soupoftodaywin](http://www.yahoo7.com.au/soupoftodaywin) and follow the links to the Promotion entry form (**Online Entry Form**);
  - (b) complete the requested personal details on the Online Entry Form including but not limited to their full name, valid email address, phone number and date of birth;
  - (c) explain in 25 words or less how they will keep warm this winter; and
  - (d) submit their entry (**Eligible Entry**).
7. Each Eligible Entry must be:
  - (a) original; and
  - (b) free of any claims, including copyright claims, by other parties.
8. Each Eligible Entry must NOT:
  - (a) be offensive or be likely to cause offence to any person or group of persons;
  - (b) infringe the rights (including intellectual property rights) of any person, whether as a result of being communicated to the public or otherwise;
  - (c) except for publication as provided for in this Promotion, have previously been shown to the public or a substantial number of members of the public; and
  - (d) in whole or in part, have been submitted as an entry in any other promotion.
9. If the same, or substantially the same, Eligible Entry is submitted in more than one entry, only the first Eligible Entry received will be accepted. If, in the Promoter's opinion, two (2) or more entries are the same, or are substantially the same, the Promoter may, in its absolute discretion, exclude

one or more of the Eligible Entrants who submitted those entries.

10. Eligible Entries will be deemed to be received at the time of receipt in the Promoter's database and not at the time of transmission by the entrant.

## JUDGMENT & PRIZE INFORMATION

11. Judging will take place at H.J. Heinz Company Australia Limited (ABN: 87 004 200 319) of 2 Southbank Boulevard, Southbank, Victoria 3006 (**Judging Location**) by at least two (3) representatives of the Promoter at 12 noon AEST on **10/06/2014 (Judging)**.
12. Eligible Entries will be individually judged based on originality and creative merit. Each entry will be allocated a score out of 10, by each of the Judges, 10 being the most creative and original and 1 being the least creative and original
13. The Eligible Entrant whose Eligible Entry is determined to be the most original and creative during the judging process based on the scores allocated by the representatives of the Promoter, in their absolute discretion, will be awarded the major prize as detailed in paragraph 14.

The next 28 Eligible Entrants whose Eligible Entries are determined the next original and creative during the judging process based on scores by the representatives of the Promoter, in their absolute discretion, will each be awarded a Heinz Soup of the Day™ pack valued at \$57.93 RRP (including GST), consisting of seven (7) varieties of Soup of the Day™ 430g valued at \$3.99 RRP (including GST) each, one (1) Heinz Soup of the Day™ bowl valued at \$10 RRP (including GST), one (1) Heinz Soup of the Day™ spoon valued at \$10 RRP (including GST) and one (1) Heinz Soup of the Day™ napkin valued at \$10 RRP (including GST) (**Minor Prize**).

14. If any winner is unable to be contacted by 12 noon AEST **30/06/2014** a new winner will be chosen as per paragraph 12.
15. The major prize is a Winter Wellness package for two (2) adults (aged 18 years or older) valued at up to \$5000 (including GST) depending on the winner's place of residence (**Major Prize**), including:
  - (a) Return economy airfares from the winner's nearest Australian capital city to Melbourne (unless the winner resides in Victoria, in which case flights will not be included in the Major Prize);
  - (b) Return transfers from Melbourne airport to the relevant accommodation (unless the winner resides in Victoria, in which case airport transfers will not be included in the Major Prize and the Major Prize winner and their nominated companion will be required to make their own way at their own expense to the accommodation in order to enjoy the Major Prize);
  - (c) Two (2) nights four (4) star accommodation at the Crowne Plaza Melbourne (or similar) in a standard twin share room, including breakfast daily;
  - (d) Chocolates and Sparkling wine on arrival at the accommodation in Melbourne;
  - (e) One (1) way transfer from the accommodation in Melbourne to Peppers Moonah Links Resort;
  - (f) Two (2) nights accommodation at the Peppers Moonah Links Resort in a One Bedroom Suite (twin share) including full buffet breakfast daily;
  - (g) A two (2) course a la carte dinner in Pebbles Restaurant;
  - (h) Golf buggy transfers between Peppers Moonah Links Resort and Peninsula Hot Springs;
  - (i) Fresh juice upon arrival at Peninsula Hot Springs;
  - (j) Peninsula Hot Springs packing including a Spa Dreaming Centre bathing pass (bathe as long as you like before or after your treatment), 30 minute private mineral bath, one (1) hour relaxation massage and lunch in the Spa Dreaming Centre Café; and
  - (k) \$500AUD spending money awarded to the Major Prize winner only in the form of a cheque.

16. For the avoidance of doubt, if the Major Prize winner resides in Victoria, flights and airport transfers are NOT included in the Major Prize. If the Major Prize winner resides in Victoria they will be required to make their own way to and from the Melbourne accommodation at their own expense to participate in the Major Prize.
17. The Major Prize must be used in full by 31/05/2015. Travel is subject to availability at all times and maybe dependent on select seat class with airlines or specific room category availability with accommodation partners. Travel dates must be selected at least six (6) weeks prior to 31/05/2015. Block out periods apply and include all Australian public holidays and special event periods including but not limited to the Australian open, Melbourne Formula One and the AFL Grand finals.
18. The Major Prize does not (except as expressly stated) include:
  - (a) any transport between a traveller's residence and the departure airport (if applicable);
  - (b) any overnight accommodation while travelling to the departure airport or destination (if applicable);
  - (c) any other travel or accommodation,
  - (d) any incidental hotel charges (such as mini-bar charges, telephone calls, in house movies, food and beverages);
  - (e) any insurance (such as travel or health cover); and
  - (f) any other ancillary costs which may be incurred by those travelling.
19. All aspects of a Major Prize (including travel and accommodation) are for two (2) people travelling together at all times.
20. All components of a Major Prize must be taken together as a single trip to be booked by the Promoter or the Promoter's representatives.
21. The Major Prize winner must hold a valid credit card and present it on check in at the accommodation establishments to cover any incidental hotel charges.
22. Participation in the Major Prize, or an element of the Major Prize, is subject to such other terms and conditions as may be imposed by those involved in providing goods or services included in the Major Prize (**Third Party Terms**). Major Prize terms and conditions can be provided upon request by the Major Prize provider.
23. Major Prize participants are responsible for compliance with all applicable Third Party Terms and bear all risks associated with failure to comply with any of them. They will be required to maintain an acceptable standard of behavior while a participant in the Major Prize. The Promoter assumes no liability (and will provide no compensation) to a Major Prize winner and/or nominated travel companion who, as a result of any failure to comply with any Third Party Terms:
  - (a) is unable to participate in the Major Prize (or any part of it); or
  - (b) suffers any loss or damage.
24. In the event that for any reason the Major Prize winner or nominated companion does not take an element of the Major Prize at the time nominated by the Promoter (or by the agency administering the Major Prize), then that element of the Major Prize will be forfeited by the Major Prize winner and/or nominated companion and no substitute will be supplied in lieu of that element of the Major Prize.
25. The Major Prize cannot be sold, scalped, auctioned, raffled, pledged, or promoted as an incentive or reward by any third party as an inducement for any person or other entity to enter into any commercial or other arrangements with that third party. If the Major Prize is obtained through any of these methods, it will not be honoured.
26. Prizes, or components of prizes, are not transferable or exchangeable and cannot be taken as cash, unless otherwise stipulated.

27. Any tax liabilities arising from the winning of a prize are the responsibility of the prize winner.
28. All costs associated or arising in connection with a prize not provided for in these terms and conditions are the responsibility of the prize winner.

#### **WINNER NOTIFICATION**

29. All prize winners will be notified in writing and the Major Prize winner will also be notified by phone.

#### **GENERAL**

30. Limit of one (1) entry per Eligible Entry during the Promotion.
31. Incomplete or indecipherable entries will be deemed invalid.
32. The Promoter may require an Eligible Entrant to provide proof of identity, proof of age and/or proof of residency.
33. Prizes will only be awarded following all validation and verification requirements of the Promoter being met to its satisfaction.
34. If more than one person attempts to claim a prize, the Promoter has sole and absolute discretion to determine which of those persons the winning entrant is.
35. In the event that a prize or any part of a prize becomes unavailable for any reason beyond the reasonable control of the Promoter or the agency administering the prize, the Promoter reserves the right to substitute any or all of the prize for another prize which, in the reasonable opinion of the Promoter, is similar to the prize (or relevant component of the prize) or of a similar value.
36. If, for any reason, the Promotion is not capable of being run as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud or any other causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, the Promoter reserves the right in its absolute discretion to take any action that may be available to it, including cancelling, terminating, modifying or suspending the Promotion.
37. Any entrant who, in the opinion of the Promoter, tampers or interferes with the entry mechanism in any way, engages in any unlawful or improper conduct which jeopardises or is likely to jeopardise the fair or proper conduct of the Promotion, or who does not properly comply with the entry process, will be ineligible to win.

The Promoter reserves the right to disqualify entries in the event of non-compliance with these Terms. The Promoter's decisions in relation to all aspects of the Promotion are final and binding on each entrant and no correspondence will be entered into.

38. The:

- (a) Promoter, the Promoter's related entities, Yahoo!7 Pty Limited and its affiliates (collectively "Yahoo!7") and all agencies associated with the Promotion; and
- (b) employees, agents, directors and contractors, of all entities referred to in paragraph 37(a),

shall not be liable for any loss or claim, action, demand, liability, damage, cost, expense or personal injury whatsoever (including but not limited to any direct, indirect or consequential loss), incurred, suffered or sustained by any person or entity (without limitation) in connection with, or arising from, the Promotion or the acceptance or use of a prize, except that which cannot be excluded by law (in which case that liability is limited to the maximum extent allowable by law).

39. Entrants consent to the Promoter using their name, likeness, and or image (including photograph

entered as part of an Eligible Entry), any content supplied as part of an Eligible Entry (such as their 25 word or less explanation of how they keep warm in winter), in any media for an unlimited period without remuneration

40. 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.
41. Nothing in these Terms 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**).
42. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) and Yahoo!7 are not responsible for and exclude 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 or Yahoo!7'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 or Yahoo!7) due to any reason beyond the reasonable control of the Promoter or Yahoo!7; (d) any variation in prize value to that stated in these Terms; (e) any tax liability incurred by a winner or entrant; or (f) use/taking of a prize including, without limitation, travelling to and from the locations provided for in the Major Prize, use of the accommodation or other facilities or activities provided for in the Major Prize.

## **PERSONAL INFORMATION**

43. Immediately upon submission all entries become the sole property of the Promoter.
44. All information entrants provide (**Personal Information**) will be used by the Promoter or Apollo Nation for the purpose of conducting this Promotion, including contacting the winner and organising, managing and administering the prizes.
45. The Promoter may disclose entrants' Personal Information to its contractors and agents to assist in conducting this Promotion.
46. Should an entrant's Personal Information change during the Promotion Period, it is the entrant's responsibility to notify the Promoter by contacting the Promoter using the 'Contact Us' form on the Online Entry Form.
47. Entrants may request access to update or correct their Personal Information held by the Promoter by contacting the Promoter via mail to:

Privacy Officer  
Consumer Services Team  
H.J. Heinz Company Australia Ltd  
2 Southbank Boulevard  
SOUTHBANK VIC 3006  
FREECALL: 1800 037 058

Entrants may view the Promoter's privacy policy by visiting [www.heinz.com.au/Privacy](http://www.heinz.com.au/Privacy) .

48. The Promoter, Apollo Nation and Yahoo!7's are bound by the Australian Privacy Principles in the Privacy Act 1988 (The Privacy Amendment (Enhancing Privacy Protection) Act 2012).