



# BB Your Best Prize Giveaway

9<sup>th</sup> October 2009 to 28<sup>th</sup> February 2010

## Terms & Conditions

1. Information on how to enter forms part of the terms and conditions of entry. Entry is deemed as confirmation that you have read, understand and accept these terms and conditions.
2. The promoter is Betty Baxter Pty Ltd (ABN 96 725 359 452) of 143 Abbotsford Road, Bowen Hills QLD 4006 (telephone number 07 3251 3560) (Promoter).
3. The promotion commences in the eastern states (QLD, NSW, VIC, SA, NT, ACT & TAS) at 12am (AEST) on 9<sup>th</sup> October 2009, and in western states (WA) at 12am (AWST) on the 16<sup>th</sup> October 2009. The promotion closes in all states at 6pm (AEST) on 28<sup>th</sup> February 2010 (Promotion Period).
4. To enter, Entrants must:
  - (a) in one transaction purchase 14 Betty Baxter meal replacements (including shakes, soups and bars) at a participating pharmacy or on the Betty Baxter Online Store
  - (b) complete a BB Your Best Entry Form via [www.bettybaxter.com.au](http://www.bettybaxter.com.au) within 14 days from the date of purchase
5. The Promoter is not responsible for any lost, late or misdirected entries.
6. To be eligible to go into the draw for the monthly prizes, Entrants must:
  - (a) in one transaction purchase 14 Betty Baxter meal replacements (including shakes, soups and/or bars) at a participating pharmacy or on the Betty Baxter Online Store
  - (b) complete the BB Your Best Entry Form via [www.bettybaxter.com.au](http://www.bettybaxter.com.au) within 14 days from the date of purchase
  - (c) retain copies of all receipts relating to the purchase of Betty Baxter products and services purchased in relation to each entry in the promotion
7. Employees, contractors, agents and suppliers of Betty Baxter Pty Ltd and its related bodies corporate, and their immediate family members are not eligible to enter this competition.
8. Persons under the age of 18 are not eligible to enter this competition.
9. The result of the draw (and any re-draw, if applicable) is final and no correspondence will be entered into.
10. The prize draws will take place at 143 Abbotsford Road, Bowen Hills QLD 4006 and will be conducted and scrutinised by a Justice of the Peace.
11. The total prize pool value is \$5,981.25. All prize items are the Recommended Retail Price inclusive of GST. Betty Baxter Pty Ltd takes no responsibility for any variations in item values.
12. The Prizes packages include:
  - (a) Prizes 1,3 & 5: **Wii Fit & Sports Packs** including; a Nintendo Wii console; Wii Fit; Wii Sports; 8 in 1 pack (sports accessories); Mario Power Tennis game; Big Family Games and Gold Gym Cardio Workout. Prize Value \$756.85 each

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- (b) Prizes 2, 4 & 6: **BB Health & Fitness Packs** including; a toning ball, Anti Burst Gym Ball with Pump; Exercise Mat; Dumbbells 5lb; Pilates DVD; Women's Weekly Cookbook and 28 Betty Baxter Meal Replacement Shakes. Prize Value \$201.90 each
  - (c) Major Prize: 4 night's accommodation in a one bedroom plunge pool suite at Peppers Salt Resort & Spa at Kingscliff on the Tweed Coast, Northern NSW. The prize includes Daily buffet breakfast for 2 people, 2 hour Couples Tranquillity package at The Golden Door Spa (Kingscliff) including Aromatherapy massage and Collagen Skin Boost facial (for 2 people). Package includes economy flights for 2 people up to the value of \$800 plus transfers. Prize value equals \$3,105.
13. 4 prize draws will take place on the following dates:
- (a) Prizes 1 & 2: include 1 x Wii Fit & Sports Packs and 1 x BB Health & Fitness Packs at 4pm on the 19<sup>th</sup> November 2009
  - (b) Prizes 3 & 4: include 1 x Wii Fit & Sports Packs and 1 x BB Health & Fitness Packs at 4pm on the 17<sup>th</sup> December 2009
  - (c) Prizes 5 & 6: include 1 x Wii Fit & Sports Packs and 1 x BB Health & Fitness Packs at 4pm on the 21<sup>st</sup> January 2010
  - (d) Major Prize: includes 1 x Peppers Salt Resort & Spa Package at 4pm on the 4<sup>th</sup> March 2010
14. The Major Prize will not be available during peak periods as nominated by the accommodation provider and will be booked by Betty Baxter Pty Ltd. Dates booked for travel and accommodation are subject to airline and accommodation availability
15. Redemption of all prizes is subject to the winner providing Betty Baxter Pty Ltd with a sales receipt relevant to the purchases of 14 or more Betty Baxter Meal Replacement products (including shakes, soups and/or bars) relevant to the winning entry. Receipt date must match the date of entry as per clause 4 (b) of these terms and conditions
16. The prize must be taken as stated in these terms and conditions and no compensation will be payable if a winner is unable to use the prize as stated. The Prize is not exchangeable or redeemable for cash or other goods or services. If the prize is not utilised within 6 months from the relevant draw date it will be forfeited. Prizes will be delivered by registered mail to the winners and become the sole responsibility of the winners once mail is delivered. Any prizes or prize confirmations that are misplaced, lost, damaged, or stolen after delivery will not be replaced.
17. The winner will be notified by email and phone and their name will be published on [bettybaxter.com.au](http://bettybaxter.com.au) from the following dates:
- (a) Prizes 1 & 2: 30<sup>th</sup> November 2009
  - (b) Prizes 3 & 4: 11<sup>th</sup> January 2010
  - (c) Prizes 5 & 6: 8<sup>th</sup> February 2010
  - (d) Major Prize: 15<sup>th</sup> March 2010
  - (e) All prize winners will be published in *The Herald Sun* newspaper on 30 March 2010
18. If any act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these terms and conditions, the Promoter will not be liable for any failure to perform or delay in performing its obligations and the Promoter reserves the right (subject to any applicable law) to cancel, terminate or modify or suspend this promotion.
19. The Promoter, its related bodies corporate and their respective officers, employees, contractors and agents will not be liable for any loss, damage or personal injury whatsoever (including but not limited to direct, indirect and consequential loss) suffered or sustained in connection with this promotion, the promotion of this promotion or the use of the prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
20. The Promoter reserves the right to redraw in the event of an entrant being unable to satisfy these promotion terms and conditions or forfeiting or not claiming a prize. For any prizes that remain unclaimed as at 6pm (AEST) on 15<sup>th</sup> June 2010, the Promoter will conduct a second draw at 4pm on

16<sup>th</sup> June 2010, at the same place as the original draw, subject to any written direction given under applicable law.

21. Should the redraw entrant be unable to satisfy these promotion terms and conditions or forfeit or not claim a prize the Promoter will donate the prizes to Diabetes Australia.
22. Entry details remain the property of the Promoter. The name and photograph of the winner may be used for promotional purposes by the Promoter, unless the winner otherwise notifies the Promoter at the time of entering. Entrants consent to the Promoter using personal information provided in connection with this promotion for the purposes of facilitating the conduct of the promotion and awarding any prizes. Without limiting the foregoing, entrants' personal information provided in connection with this promotion will be handled in accordance with the national and state privacy legislation.
23. By entering this competition and supplying Betty Baxter Pty Ltd with your personal details (including email and postal address) you agree to receiving communication from Betty Baxter in relation to the Betty Baxter range of products and services, the BB program, special offers, promotions, marketing campaigns and general communications.
24. Confidentiality: Betty Baxter Pty Ltd does not share, sell or trade your personal information. The National Privacy Principles, the Privacy Act and general law places strict requirements on us to treat certain information collected as confidential. Personal information collected will only be disclosed within our group for marketing purposes. Betty Baxter retains the right to publish names of the winning applicants.
25. Authorised under NSW Permit No LTPS/09/08960; ACT Permit No TP 09/03886; SA Permit NoT09/2354.