

Capilano Bee Movie Promotion

HOW TO ENTER

1. Upon each "Eligible Transaction," deemed to be the purchase of a Capilano Honey 500g Upside Down 'Bee Movie' promotional product during the "Competition Period," consumers must tear open the perforated panel located near the lid of the promotional pack to reveal the 6 digit alpha numeric unique code and either:
 - (a) Send an SMS to 1999 3999 (in this order) with the 6 digit unique code found on-pack, and Name [Example of correct entry: ABC123 ANNA SMITH], or;
 - (b) Go to www.capilano.com.au , click on the 'Capilano Australia Promotion' promotional link and fill in the online entry form in full, including the 6 digit unique code found on-pack
2. Consumers must retain (i) their original, or a copy of their original, proof of purchase receipt dated during the "Competition Period", and/or (ii) their original, or a copy of the original promotional label/barcode, clearly showing the 6 digit unique code used to enter. The winner must, upon request, surrender these to claim their prize. Failure to produce the required proof of purchase for all entries upon request may, in the absolute discretion of the Promoter, result in the invalidation of all the consumer's entries and forfeiture of their right to a prize.
3. Consumers may enter as many times as they like during the "Competition Period", provided that each entry is submitted using a separate 6-digit unique code and is related to a separate "Eligible Transaction" made during the "Competition Period." Each 6-digit unique code may only be used once.
4. The maximum cost of entry via SMS is 55c including GST. The SMS entry mechanic is only open to consumers with an SMS compatible mobile phone, permitting text messaging to the premium rate promotional SMS number. The charges for each SMS will appear on your next mobile telephone bill and charges apply for each SMS, regardless of error or any other occurrence or omission. Minors should seek bill payer's permission before entering. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.

TERMS AND CONDITIONS OF ENTRY

1. Information on how to enter and prizes form part of these Terms and Conditions of Entry. Participation in this promotion is deemed acceptance of these Terms and Conditions of entry.
2. Entry is open only to Australian residents. Employees and their immediate families of the Promoter and their related companies and agencies involved in this promotion are ineligible to enter.
3. Promotion commences at 00:01am (AEDST) on 03/12/2007 and final entries close and must be received by 11:59pm (AEDST) on 29/02/2008, the "Competition Period".
4. The use of any automated entry software or any other mechanism or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid. The Promoter may, in its sole discretion, disqualify all entries from, and prohibit further participation in this competition by, any person who tampers with or benefits from any tampering with the entry process or with the operation of the

competition or acts in violation of these conditions, acts in a disruptive manner or acts with the intent to annoy, abuse, threaten or harass any other person.

5. SMS entries submitted via the Internet are invalid and will not be accepted. The SMS entry mechanic is only open to consumers with an SMS compatible mobile phone, permitting text messaging to the premium rate promotional SMS number. It is recommended that all entrants check with their service provider before entering.
6. When an entry is submitted via SMS, a reply SMS message will be sent back to the originating mobile phone to confirm receipt of entry. If an SMS is sent with an incorrect unique code, a reply SMS message will be sent back to the originating mobile phone to advise that the unique code is not recognized by the database. Response times may vary and are subject to network coverage and availability, entry volume, the capacity of the SIM card inside the mobile phone and/or technical problems.
7. The Promoter reserves the right to verify the validity of all entries. Entrants can only enter using their own name. The Promoter reserves the right to request proof of residency and the nominated prize delivery address before issuing a prize, and disqualify any entrant who tampers with the entry process, including techniques designed to avoid payment of call costs, or who submits an entry that is not in accordance with these Conditions and Conditions of Entry.
8. DRAWS
 - (a) **Major Prize Draw** – One winner will be drawn electronically from a pool of all correct entries. The Major Prize Draw will take place on 05/03/2008 at 16:00pm (AEDST) at Level 22, 385 Bourke Street, Melbourne Victoria 3000. The winner will be notified by telephone and in writing and their name will be published in The Australian on 14/03/2008.
 - (b) **Minor Instant Prizes** - All Minor Instant Prizes will be electronically awarded randomly throughout the Competition Period. The first correct entry received at or after the allocated winning time, will win the prize. All eligible non-winning entries of a Minor Instant Prize will be entered into the Major Prize Draw.
9. PRIZES
 - (a) **Major Prize** - The first valid entry drawn will win the major prize. The winner will have a choice of either (a) \$15,000 cash to be awarded to the winner in the form of a personal cheque made out in the winner's name ("Cash"); **OR** (b) A trip for two adults and two children departing from the Winner's nearest capital city to New York, which includes return economy flights for four people, travel insurance for 2 adults (8 Days cover, nil excess), transfers to/from the airport and hotel on arrival and departure, all airport taxes and charges, accommodation staying at the Holiday Inn in a Standard room, twin share, for 6 nights (breakfast NOT included), New York "48 hour pass" which consists of an "All loop tour" which includes admission to Empire State Building, Ferry ticket to Ellis Island and Statue of Liberty; and a "Showbiz Insiders Tour" which includes a tour of Friends building and Spiderman restaurant etc and. The prize does not include breakfast and/or other meals. ("Trip"),
 - (b) **Minor Instant Prizes** – 31 x PS2 Bee Movie Games valued at \$69.95 each. Total value of Minor Instant Prizes is \$2,168.45
10. Conditions of "Trip" prize:
 - (a) During the entire duration of the "Trip" a nominated parent/guardian must accompany any person under 18 years of age.
 - (b) Winner may be required to present a credit card at time of accommodation check in.
 - (c) The Prize values are in Australian dollars.

- (d) Frequent flyer points will not form part of the prize.
 - (e) Spending money, additional transfers (other than transport to and from departure point), items of a personal nature, in-room charges, telephone, in-room video, mini-bar and other incidentals and all other ancillary costs are not included and are the sole responsibility of the winner.
 - (f) If the prize (or any element of the prize) is unavailable at or during the time selected by the winner, the prize cannot be taken on the chosen date and a new date must be selected, subject to flight and/or accommodation availability.
 - (g) Travel prize must be claimed on or before 05/03/2009. In the event that for any reason a winner does not claim their prize by this date, the prize will be automatically forfeited by the winner and the Promoter will not reimburse the winner in any way.
 - (h) The Promoter takes no responsibility and/or liability for any changes in the value of the Prize which occurs between publishing date and the date the Prize is claimed. All prices are subject to availability and can be withdrawn or varied without notice. Prize is provided by Flight Centre Limited t/a Flight Centre and is subject to their full Terms and Conditions available on <http://www.flightcentre.com.au/conditionsBookings.jsp>
 - (i) Subject to the terms and conditions of the participating prize provider(s), if for any reason a winner does not, once the prize has been booked, take the prize or an element of the prize at the time stipulated, then the prize or that element of the prize will be forfeited and will not be redeemable for cash.
 - (j) All parts of the prize are subject to availability and can be withdrawn or varied by the Promoter without notice. The Promoter is not liable for any change to the itinerary or any other aspect of the prize before or during the trip arising as a result of any circumstances whatsoever.
 - (k) The Major Prize is valued at up to \$16,102.48, depending on winner's point of departure.
11. The winner or the Major Prize can only select one (1) Major Prize, either the "Cash" or the "Trip."
 12. Total prize value is up to \$18,270.93, depending on winner's point of departure.
 13. It is the prize winner's responsibility (and any travel companions) to ensure they have a valid passport and any other relevant travel documentation and, if required, all necessary visas and vaccinations. Compliance with any health or other government requirements at (each) destination is the responsibility of the prize winner (and any travel companions).
 14. Prizes, including any unused portion of any prize, are not transferable or exchangeable and cannot be redeemed as cash.
 15. The Promoter reserves the right to conduct such draws as are necessary at the same place as the original draw on 06/06/2008 at 16:00pm (AEST) to distribute any prizes which remain unclaimed by that date subject to any written direction given under clause 37 of the Lotteries and Gaming Regulation 1993 (SA). Winners will be notified by telephone and in writing and their name will be published in The Australian on 17/06/2008.
13. If the prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or part of any prize) with a prize of equal value and/or specification, subject to any written directions from a State and/or Territory regulatory authority.
 14. The Promoter's decision is final and no correspondence will be entered into.

15. The value of all prizes is accurate as at the commencement of this promotion. The Promoter accepts no responsibility for any variation in the value of the Prizes after this date.
16. The Promoter, and any of their employees, contractors and agents or employees of their contractors and agents, reserves the right to refuse to allow a winner or any/all companions to take part in any or all aspects of the prize, if the Promoter or the team determine, in their absolute discretion, that a winner is not in the mental or physical condition necessary to be able to safely participate in the prize. The winner and their companions may be required to sign a legal release and/or other documentation in a form determined by the Promoter in its absolute discretion.
17. The Promoter will take all reasonable steps to ensure that entries are properly recorded and stored, but will accept no liability if an entry is late, not recorded, incorrectly recorded or is lost.
18. All winning entries will be entered into a database. With the consent of the winner(s), the Promoter may use the winner's full name, likeness, image and/or voice and any other details for any promotional, marketing and publicity purposes in any media worldwide without any fee being paid to the winner.
19. The winner accepts their prize at their own risk. To the full extent permitted by law neither the Promoter, and/or any of their employees, contractors and agents or employees of their contractors and agents, and companies providing prizes for the Promotion, will not be held liable for any liability/loss/damage/expense/death/personal injury suffered or incurred or any dispute (including, but not limited to, direct/indirect/consequential loss) arising out of, or in connection with, this Promotion, the provision of prizes, use or participation in such prizes or promotion of this competition.
20. Promotional materials/products are void if stolen, forged, mutilated or tampered with in any way.
21. The Promoter and any of their employees, contractors and agents or employees of their contractors and agents, accept no responsibility for late, lost or misdirected entries. All entries are deemed to be received at the time of receipt in the promotional database and NOT time of transmission by the entrant.
22. The Promoter, and any of their employees, contractors and agents or employees of their contractors and agents, accept no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought by winners. The Promoter and its related bodies corporate make no warranties and accept no liability in relation to any prize.
23. The Promoter and any of their employees, contractors and agents or employees of their contractors and agents, is not responsible for any problems or technical malfunction of any telephone or network or lines, servers or providers, computer equipment, software, technical problems or traffic congestion on a mobile network, or any combination thereof, or any other technical failures including any damage to entrants or any other persons computer or mobile handset related to, or resulting from, participating in this promotion.
24. If for any reason the Promoter, and any of their employees, contractors and agents or employees of their contractors and agents, determines in good faith and its sole discretion that this promotion is not capable of running safely as planned, including but not limited to events such as infection by computer virus or bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of the Promoter, including but not limited to vandalism, power failures, tempests, natural disasters, Acts of God, civil unrest and strikes, which might corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter reserves the right and may in its absolute discretion cancel the promotion and recommence it on similar Terms and Conditions, subject to State and/or Territory regulations.

25. All entries become and remain the property of the Promoter and will not be returned. Upon entry into this competition, the Promoter will collect personal information about you so that you can participate in the competition and the Promoter can administer the competition. To do this, the Promoter will disclose your personal information to organisations to which the Promoter outsources functions, and organisations associated with this competition. The Promoter may use this information, in any media for future promotional, marketing and publicity purposes without any further reference, payment, or other compensation to the entrant, including sending the entrant electronic messages. If you are a winner, the Promoter will disclose your first initial, surname and suburb or city of residence and State of residence to the media, who will publish these details. If you do not provide your personal information upon entry, you cannot participate in the competition. Access to personal information may be requested by contacting the Promoter.
26. Should a participant's contact details change during the Promotional Period, it is the participant's responsibility to notify the Promoter.
27. The Promoter is Capilano Honey Limited (ABN 55 009 686 435) of 399 Archerfield Road, Richlands, QLD 4077.
28. Authorised under NSW Permit No. LTPS/07/24143, ACT Permit No. TP 07/03284, SA Permit No. T07/3357, Vic Permit No. 07/3343.