

“SAMBOY FLAVOURITES” PROMOTION

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 12 years or over. Individuals aged under 15 years of age must obtain their parent’s consent to enter. Employees (and their immediate families) of the Promoter 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 1st cousin.
3. 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 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 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.
4. Promotion commences on 18/12/09 and close 11:59pm on 18/01/10 (“Promotional Period”). All times specified are based on Sydney local time.
5. To be eligible to enter, individuals must, during the Promotional Period:
 - a) visit www.samboy.com.au, follow the prompts to the promotion entry page, input the requested details including their full name, valid email address and postcode;
 - b) select which draw they would like to be entered into. There are two (2) draws to choose from: either (i) the draw to win a \$1,000 (“Cash Prize Draw”); or (ii) the draw to win a year’s supply of Samboy chips (“Samboy Prize Draw”); and
 - c) provide a guess as to what flavour Samboy will be releasing next. Entrants will receive one (1) entry into their selected draw regardless of whether their guess is right or wrong.
6. Incomplete or indecipherable entries will be deemed invalid.
7. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per draw per day (based on Sydney Local time); and (b) each entry must be submitted separately and in accordance with entry requirements.
8. There will be two (2) draws conducted at the end of the Promotional Period. The Cash Prize Draw and Samboy Prize Draw. The draws will take place at

Snack Brands Australia, 24 Lexington Drive NSW 2153 on 20/01/10 at 10:00am. Winners will be notified by email and winners' names will be published in The Australian on 27/01/10. The Promoter's decision is final and no correspondence will be entered into.

9. Cash Prize Draw: The first valid entry drawn from all entries received in the Cash Prize Draw will win \$1,000 awarded in the form of a cheque.
10. Samboy Prize Draw: The first valid entry drawn from all entries received in the Samboy Prize Draw will win a year's supply of Samboy chips valued at \$540. The year supply of Samboy chips will be awarded as 18 x 20 packs. Each pack contains 20 x 45g packets of Samboy chips, various flavours, latest product release
11. If a winner is under the age of 18 years, their prize will be awarded to their nominated parent or guardian.
12. If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
13. Total prize pool value is \$1,540. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
14. A draw for any unclaimed prizes may take place on 20/04/10 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners' names will be published in The Australian on 27/04/10.
15. 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.
16. 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.
17. 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.

18. 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 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) use of a prize.
19. 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 may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to access, update or correct information to the Promoter. All entries become the property of the Promoter.
20. The Promoter is Snack Brands Australia (ABN 38 424 554 643) of 24 Lexington Drive Bella Vista NSW 2153. Telephone **02 8887 0888**

NSW Permit **No. LTPS/09/11867** ACT Permit **No. TP09/5093**