

2009 JOIN FORCES AND WIN CANTEEN CAMPAIGN COMPETITION

TERMS AND CONDITIONS OF ENTRY TO COMPETITION:

1. Information on how to enter including any information on entry forms and prizes form part of these Terms and Conditions. Entry into this Competition is deemed to be an acceptance of these Terms and Conditions.
2. Entry is only open to students of Participating Primary School in NSW and ACT (**Entrants**). The Promoter's employees and their immediate families, the Promoter's tenants and occupiers of its markets and the Promoter's agencies associated with this Competition , are all ineligible to enter this Competition.
3. The Promoter will provide the Competition Pack to each Participating Primary School prior to 9am on Monday 10 August 2009 (**Commencement Date**).
4. To be eligible to enter the Competition and win the prizes:
 - (i) Entrants must make a Qualifying Transaction at any Participating Primary School during the Competition;
 - (ii) Entrants must complete the official entry form correctly and place 4 tokens received for Qualifying Transactions correctly on the designated area on the entry form;
 - (iii) Entrants must provide the completed entry form to their school canteen manager or Supervising Teacher or send the completed entry form directly to the Promoter; and
 - (iv) the school canteen manager, Supervising Teacher or Entrant (as the case may be) must return the completed entry form to the Promoter by 3:00pm on Monday 14 September 2009 to P.O Box 2 Sydney Markets NSW 2129.
5. Only one entry is permitted per Entrant for each 4 Qualifying Transactions.
6. The Promoter reserves the right to verify the validity of entries and reserves the right to disqualify any Entrant for tampering with the entry process or for submitting an entry which is not in accordance with these Terms and Conditions. Incomplete or incomprehensible entries will be disregarded.
7. Entries will be deemed accepted at the time of receipt by the Promoter and not at the time of submission by the Entrant.
8. The Promoter may extend the time for, vary or terminate, the Competition at any time in its absolute discretion. Changing, modifying or suspending the promotion is subject to relevant state and territory regulations.

9. The Competition commences at 9am on Monday 10 August 2009. Entries close at 3:00pm on Monday 14 September 2009. The draw will take place at Level 3 Market Plaza Building Sydney Markets at 12pm on Tuesday 15 September 2009 (**Draw Date**).

10. Subject to these Terms and Conditions, each Entrant that provides a completed entry form to his or her school canteen manager or Supervising Teacher (but not those who return the entry form to the Promoter directly) will receive a Minor Prize.

11. The first Entrant drawn from the draw held on the Draw Date will win the First Prize.

12. The next three Entrants drawn from the draw held on the Draw Date will each win the Second Prize.

13. The next five Entrants drawn from the draw held on the Draw Date will each win the Third Prize.

14. The next fifteen Entrants drawn from the draw held on the Draw Date will each win the Fourth Prize.

15. The next twenty Entrants drawn from the draw held on the Draw Date will each win the Fifth Prize.

16. The First Prize winner will be notified by the Promoter notifying his or her Participating Primary School by phone or e-mail on the Draw Date and the Participating Primary School immediately notifying the First Prize winner. The First Prize winner's details will be published on the Fresh for Kids website – www.freshforkidswebsite.com.au from Wednesday 16 September 2009 – and in the Daily Telegraph on Monday 21 September 2009.

17. In order to claim the First Prize, the winner's parent or guardian must contact the Promoter by telephone (on (02) 9325 6830) or e-mail (to freshforkids@sydneymarkets.com.au) by no later than 3:00pm on Wednesday 16 September 2009, confirming that the First Prize winner accepts the First Prize.

18. If:

(i) the First Prize is not claimed by 3:00pm on Wednesday 16 September 2009; or

(ii) prior to the Program being recorded, the First Prize winner withdraws, or is withdrawn by their parent or guardian, from the Competition or is found to have breached these Terms and Conditions,

the First Prize will be forfeited and another draw for the First Prize will be held immediately at Level 3, Market Plaza Building, Sydney Markets on Wednesday 16 September 2009 at 4:00pm in order to distribute the First Prize prior to the recording of the Program, and the winner of the redrawn First Prize's Participating Primary School will be notified immediately and the winner's parent or guardian must claim the First Prize by contacting the Promoter by telephone or e-mail (as above) within such timeframe as may be specified by the Promoter.

19. The Second Prize, Third Prize, Fourth Prize and Fifth Prize winners will be notified by the Promoter notifying his or her Participating Primary School by phone, e-mail or mail by 5:00pm on Thursday 17 September 2009 and the Participating Primary School immediately notifying the prize winner. The Second Prize, Third Prize, Fourth Prize and Fifth Prize winners' details will be published on the Fresh for Kids website – www.freshforkids.com.au – on Monday 21 September 2009.

20. In order to claim a Second Prize, Third Prize, Fourth Prize or Fifth Prize, the winner's parent or guardian must contact the Promoter by telephone (on (02) 9325 6830), e-mail (to freshforkids@sydneymarkets.com.au) or mail (to Marketing Programs Manager, PO Box 2, Sydney Markets, NSW 2129) no later than 3:00pm on Friday 18 December 2009, confirming that the winner accepts the prize and giving the address to which the prize should be sent.

21. If:

(i) any Second Prize, Third Prize, Fourth Prize or Fifth Prize is not claimed by Friday 18 December 2009; or

(ii) prior to a Second Prize, Third Prize, Fourth Prize or Fifth Prize being collected, the winner withdraws, or is withdrawn by their parent or guardian, from the Competition or is found to have breached these Terms and Conditions,

such prize will be forfeited and another draw for such prize will be held at 12pm on Monday 11 January 2010 at Level 3, Market Plaza Building, Sydney Markets.

22. The First Prize winner must travel to the Channel Seven studio to record the Program, between the dates 17th – 23rd September 2009 or as determined by the Program producers. Travel costs and all other ancillary costs are the First Prize winner's responsibility unless otherwise included at the discretion of the Promoter.

23. While at the Channel Seven studios, the First Prize winner must abide by, and ensure his or her companion abides by all reasonable requests of the Program producer, or nominated Seven Network representative. Failure to comply may result in immediate and unconditional removal of the First Prize winner and his or her companion from the premises.

24. All Entrants agree that if they win the First Prize, they will not, and must ensure that their companion does not, sell or otherwise provide his or her story or photographs to any media or other organisation, including the internet. Photographs will be allowed only at the discretion of the nominated Seven Network representative and the celebrity.

25. The Promoter makes no guarantee that the First Prize winner's film review of "G-Force" will be broadcast on the Program as the extent to which the review is broadcast will be at the absolute discretion of the Program's executive producer.

26. All Second Prizes, Third Prizes, Fourth Prizes and Fifth Prizes (other than unclaimed or forfeited prizes) will be sent by courier or registered mail by Friday 6 November 2009.

27. The exact contents and specification of these prizes including any substitute prize if any prize becomes unavailable for any reason will be determined by the Promoter in its absolute discretion.

28. The total value of all prizes is \$26,992.90 The Promoter accepts no responsibility for any variation in the prize value. Prizes, or any unused portion of the prizes, are not transferable, exchangeable or redeemable for cash or alternative items.

29. The Promoter accepts no responsibility for late, lost or misdirected entries.

30. The Promoter shall not be liable for any prize that has been lost, stolen, forged, damaged or tampered with in any way.

31. The winners accept their prize at his or her risk. The Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for personal injury which is suffered or sustained, as a result of participating in the Competition, taking any of the prizes or any unclaimed prizes except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law). The Promoter may in its sole discretion require a winner and any person participating in a prize to sign a deed of release and indemnity in a form acceptable to the Promoter prior to awarding the prize to a winner.

32. In the event of a dispute, the decision of the Promoter is final and binding and no correspondence will be entered into.

33. The Promoter requires the Entrants' personal information requested in the entry form in order to conduct the Competition, including to process the entries and to contact the relevant Entrants if they win any prizes. All entries become the property of the Promoter. Entrant's personal information is safeguarded by privacy law. If an Entrant does not have sufficient understanding and maturity to make decisions regarding his or her personal information he or she must obtain the consent of a parent or guardian before completing the entry form. Any Entrant can ask to see any personal information which the Promoter holds.

34. All prize values and dollar amounts referred to in these Terms and Conditions are in Australian currency.

35. In these Terms and Conditions:

Competition means the Fresh for Kids Competition organised by the Promoter and the Walt Disney Company;

Competition Pack means the Competition pack to be provided by the Promoter in relation to the Competition including entry forms, information booklet, posters, recipe idea booklet, sticker pads and Minor Prizes;

Fifth Prize means 1 x CD pack containing Disney Channel Playlist and Disney Pixar Greatest Hits valued at \$48;

First Prize means 1 x guest role as the reviewer of the film "G-Force" on Saturday Disney on the Seven Network valued at \$1000.00;

Fourth Prize means 1 x G-Force toy pack including the Flying Operative 13cm Remote Control and 13cm Action Figures valued at \$62.98;

Fresh means fruit or vegetables that are not frozen, tinned, bottled, dried or processed;

Minor Prizes mean a Fresh for Kids finger projector valued at \$0.24 each or one of the following prizes if these are no longer available:

- (i) Fresh for Kids glow in the dark wristbands valued at \$0.11 each;
- (ii) Fresh for Kids colourful wristbands valued at \$0.08 each; or
- (iii) Fresh for Kids tattoos valued \$0.044 each.

Participating Primary School means all schools that have registered with the Promoter prior to the Commencement Date;

Program means Saturday Disney on the Seven Network;

Promoter means Sydney Markets Limited of P.O. Box 2 Sydney Markets, NSW 2129, ABN 5107 7119 290. NSW Permit Number LTPS 09/05415, ACT Permit Number TP 09/02171.1 contactable on (02) 9325 6200;

Qualifying Transaction means the receipt of a token by any student of a Participating Primary School:

- (i) if he or she can show that he or she has purchased from its school canteen food or drinks containing Fresh fruit or Fresh vegetables; or
- (ii) if the Participating Primary School does not have a school canteen, if he or she can show that he or she has brought to school food or drinks containing Fresh fruit or Fresh vegetables;

Second Prize means a G-Force videogame on Nintendo Wii valued at \$79.95 and a Nintendo Wii console valued at \$399.95 each;

Supervising Teacher means the relevant supervising teacher of a Participating Primary School appointed in charge of this Competition, if the Participating Primary School does not have a school canteen manager; and

Third Prize means 1 x DVD packs including Bolt, Space Buddies, The Shaggy Dog, Sky High, Underdog and The Wild valued at \$209.70.