

“SUPER START YOUR DAY” PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The promoter is Yahoo!7 Pty Limited (ABN 60 089 187 100) of Level 2, Pier 8&9, 23 Hickson Road, Millers Point, NSW 2000 (“**Promoter**”). The sponsor is Sanofi-aventis Australia Pty Ltd (ABN 31 008 558 807) (“**Sponsor**”).
3. Entry is only open to Australian residents aged 18 years or over.
4. Employees (and their immediate families) of the Promoter, Sponsor 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.
5. Promotion commences at 9am AEDST on 2 October 2014 and ends at 11.59pm AEDST on 27 November 2014 (“**Promotional Period**”).
6. To be eligible to enter, individuals must take a creative and original photograph that demonstrates how they ‘super start their day’ (“**Photo**”); including an appropriate caption.
7. To enter, individuals must then complete one (1) the following steps during the Promotional Period:
 - (a) Website: visit www.yahoo7.com.au/superfoods, follow the prompts to the promotion entry page, input the requested details and upload their Photo including a caption stating how they super start their day (in 25 words or less), and submit the fully completed entry form.
 - (b) Instagram: access their Instagram account, log in to become a ‘follower’ of “@naturesownAU and upload their Photograph including an appropriate caption and the hashtag “#superstartmyday and “@naturesownAU” in the caption field. Individuals must ensure that their Instagram account is a public (not private) Instagram account to be eligible to participate.

Each entrant warrants to the Promoter that each Photograph and any other content submitted in their entry is an original creative work of the entrant that does not infringe the rights of any third party. All content must comply with and is subject to the provisions contained in clause 30. Entries that contain prohibited or inappropriate content, or are otherwise in breach of these Terms and Conditions will not be eligible to win.

8. 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 reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. 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. The Promoter’s legal rights to recover damages or other compensation from such an offender are reserved.
9. Incomplete or indecipherable entries will be deemed invalid.
10. Multiple entries permitted, subject to the following: (a) each entry must be substantially unique; and (b) each entry must be submitted separately and in accordance with entry requirements.

11. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
12. The judging will take place at the Promoter's office, Level 2, Pier 8 & 9, 23 Hickson Road, Millers Point, NSW 2000 on 29 November 2014 at 5pm AEDST ("**Judging Date**"). The judges may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant.
13. The winner will be notified by email and telephone.
14. This is a game of skill and chance plays no part in determining the winner. Each entry will be individually judged based on the originality and creative merit of the Photo and photo caption provided on entry.
15. The Promoter's decision is final and no correspondence will be entered into.
16. The best valid entry, as determined by the judges, will win a trip for the winner and a travel companion (16 years of age or over) to Gwinganna Lifestyle Retreat, QLD valued at up to \$10,250 depending on date and point of departure. Prize includes:
 - two (2) x return economy airfares from winner's nearest capital city to Coolangatta airport, Gold Coast, QLD (only provided if winner resides outside of QLD);
 - return transfers from the Coolangatta airport, Gold Coast, QLD to Gwinganna Lifestyle Retreat, QLD (only provided if winner resides outside of QLD), for the winner and his/her travel companion;
 - five (5) x nights twin or double share deluxe eco accommodation (as determined by the Promoter) at Optimum Wellbeing Retreat at Gwinganna Lifestyle Retreat, QLD (includes organic meals and snacks, 1 classic massage per person, 1 facial per person, \$100 wellness therapy credit per person, key wellness seminars, cooking demonstrations, health and wellbeing analysis, access to all facilities and schedules activities); and
 - \$1,000 spending money (for winner only, awarded in the form of a cheque made payable in the winner's name).
17. If the winner is not from QLD, the prize also includes return economy airfares from the winner's nearest capital city and airport/accommodation transfers. If the winner is from QLD, then the prize does not include airfares or airport/accommodation transfers and these components of the prize are not redeemable for cash. Prize is a single event holiday and cannot be separated into different holiday vacations. Gwinganna is a non-smoking property.
18. Additional spending money, additional meals, insurance, transport to and from departure point, additional transfers, incidentals, min-bar costs, room service costs, telephone call costs, laundry costs, items of a personal nature, in-room charges and all other ancillary costs are not included. Winner must complete booking of prize trip within sixty (60) days of the Judging Date and all travel must be completed within six (6) months of the Judging Date. Winner must book prize at least thirty (30) days prior to intended departure date. Retreats run on set dates only, please see <http://www.gwinganna.com/retreatdates.html> for dates.
19. The winner and his/her travel companion must not sell or otherwise provide their story, Photos and/or photographs of themselves to any media or other organisation.
20. The winner and his/her travel companion must depart from and return to the same departure point, travel together and stay at the same property. Itinerary to be determined by the Promoter in its absolute discretion. Frequent flyer points will not form part of the prize. Prize is subject to the standard terms and conditions of individual prize and service providers. The winner may be required to present their credit card at time of accommodation check in.
21. Once booking is confirmed no changes are allowed, unless otherwise authorised by the Promoter in its absolute discretion, and if permitted will incur a fee of \$150 including GST plus supplier charges (which is payable by the winner). Travel suppliers/airlines to be chosen at the discretion of 33 Degrees Worldwide Pty Ltd (the "**Prizing Agency**"). Travel insurance is highly recommended and is at the expense of the winner.

22. In the event that an element of the prize is cancelled or postponed for any reason, the winner forfeits the specified element and no cash alternative will be granted in lieu of the prize.
23. Subject to the terms and conditions of the participating prize provider(s), if for any reason the 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.
24. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion, or suspend or modify a prize.
25. If for any reason the winner does not take the prize (or an element of the prize) at or by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
26. If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification.
27. Total prize pool value is up to \$10,250.
28. Prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
29. Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to comments, recordings and images ("**Content**"). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:
 - (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
 - (b) their Content shall not contain viruses or cause injury or harm to any person or entity;
 - (c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
 - (d) the Content is the original artistic/literary work of the entrant that does not infringe the rights of any third party;
 - (e) they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant that they have the full authority to grant these rights; and
 - (f) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.

30. As a condition of entering this promotion, each entrant licenses and grants the Promoter and Sponsor, their affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.
31. Entrants consent to the Promoter and Sponsor using their 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

promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter or Sponsor.

32. 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, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
33. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
34. Nothing in these Terms and Conditions 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 State and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and Sponsor (including their respective 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.
35. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and Sponsor (including their respective officers, employees and agents) is not responsible for and 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: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's or Sponsor'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 Sponsor) due to any reason beyond the reasonable control of the Promoter or Sponsor; (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) participation in and/or use of the prize.
36. As a condition of accepting the prize, the winner (and his/her travel companion) must sign any legal documentation as and in the form required by the Promoter, Sponsor and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form. The required legal documentation must be completed within 6 weeks of the being notified as the winner to formally accept the prize, otherwise the winner will forfeit their right to the prize and the prize will be awarded to the next valid reserve entry. In the event a winner's travel companion is under the age of 18, a nominated parent/legal guardian of such person will be required to sign the legal documentation required under this clause on their behalf.
37. By entering this promotion, entrants agree to the Promoter collecting, using and disclosing their personal information for the purpose of conducting and promoting this promotion, in accordance with Yahoo!7's Privacy Policy which is available at <https://info.yahoo.com/privacy/au/yahoo/> which entrants acknowledge they have read and agree to. This privacy policy contains important information regarding how the Promoter handles entrants personal information, including how entrants can access and/or correct their personal information, or make a complaint about the handing of their personal information. Additionally, by ticking the relevant opt-in box/es, (a) entrants agree to the Promoter and its trusted partners using their personal information to help the Promoter communicate with them about offers from the Promoter and its marketing partners (which offers entrants may opt-out of receiving), and they agree to the Promoter disclosing their information to such partners in connection with such purposes and/or (b) entrants agree to the Promoter sharing their personal information with the Sponsor and they acknowledge that the Sponsor will be solely responsible for its use of such information. Unless otherwise indicated by the Promoter, the Promoter may disclose entrants' personal information to entities outside of Australia (for a list of the countries, see the Promoter's Privacy Policy), and cannot guarantee that any overseas

recipient will not breach the Australian Privacy Principles. By entering the promotion entrants consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that the Promoter is not liable in this regard.