

## **“BIGGEST LOSER CLUB – WIN A VIP EXPERIENCE TO THE BIGGEST LOSER GRAND FINALE” 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 18 years or over. Employees (and their immediate families) of the Promoter, participating retailers 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 1<sup>st</sup> 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.To be eligible to enter, individuals must purchase a Biggest Loser product, specified below, from any participating Woolworths/Safeway store nationally between 01/02/10 and 30/03/10.

**5.Biggest Loser products:** Biggest Loser Club Meal Replacement Starter's Value Pack; Biggest Loser Club Meal Replacement 14 Pack Double Choc Flavour Shakes; a Biggest Loser Club Meal Replacement 14 Pack Assorted Shakes, Assorted Shakes 7 Pack, Choc Lovers Pack, Assorted Soup Pack or Vegetable Soup Pack.

6.To enter, individuals must then visit [biggestloserclub.com.au/vip](http://biggestloserclub.com.au/vip), follow the prompts to the competition entry page, input the requested details including the unique code, which can be found by peeling off the coupon which will be inside the lid of the product purchased and submit the fully completed form by 11:59pm AEDST on 30/03/10

7.Incomplete or indecipherable entries will be deemed invalid.

8.Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per specified purchase requirement; and (b) each entry must be submitted separately and in accordance with entry requirements.

9. Entrants must retain a photocopy of their Woolworths/Safeway purchase receipt(s) for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant's entries and forfeiture of any right to a prize.

10. Promotion commences on 01/02/10. Entries close 11:59pm AEDST on 30/03/10. The draw will take place at The Consortium Centre, 87 Egerton Street, Silverwater NSW 2128 on 31/03/10 at 11:00am AEDST. The Promoter reserves the right to draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. Winners will be notified by mail and winners' names will be published in The Australian on 06/04/10.

11. The Promoter's decision is final and no correspondence will be entered into.

12. The first ten (10) valid entries drawn will win a trip for two (2) people to Sydney, Australia valued at up to \$7,632.50 depending on point of departure. Prize includes two (2) nights twin share in four (4) star accommodation at Medina on Crown, return airport to accommodation transfers (1 car for each couple), an exclusive tour of Camp Loser at North Head Sanctuary in Sydney followed by dinner with Alison Braun (a previous Biggest Loser contestant), transfer from Hotel to Fox Studio for the Biggest Loser 2010 Grand Finale, two (2) x Biggest Loser 2010 Grand Finale tickets, Biggest Loser Meet n Greet with winner and runner up, one (1) Biggest Loser Club Hamper (contents of hamper to be determined by the Promoter in its absolute discretion) and \$500 spending money. If the winner is not from NSW, the prize also includes return economy airfares from the winner's nearest capital city to Sydney. If the winner is from NSW, then the prize does not include airfares and the airfare component of the prize is not redeemable for cash.

13.

14. Prize must be taken to coincide with the Biggest Loser 2010 Grand Finale event the date of which is yet to be determined but will be between 23/04/10 and 30/04/10. Exact date of departure will be determined by the Promoter in its absolute discretion and is subject to booking and flight availability. Any additional costs not specified in these terms and conditions including, without limitation, additional meals, travel insurance and additional travel, transfers, items of a personal nature, in-room charges and all other ancillary costs, will be the sole cost and responsibility of the prize winner and their companions. Prizes are subject to availability and the terms and conditions of participating service providers. Travel suppliers/ airlines to be chosen at 33 Degrees discretion. All passengers must travel together on the same flights and stay at the same properties in each destination. Once booking is confirmed, changes will incur a fee of \$150 per person, including GST plus supplier charges. Travel insurance is compulsory and at the expense of the winner. Winner will be required to sign a liability waiver form to accept the prize. It is a condition of accepting the prize that the winner (and any travelling companions) must comply with all the conditions of use of the prize and prize supplier's

requirements. Frequent flyer points will not form part of the prize. Winner may be required to present credit card at time of accommodation check in.

15.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, subject to any written directions from a regulatory authority.

16.Total maximum prize pool value is up to \$76,325.00. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.

17.A draw for any unclaimed prizes may take place on 12/04/10 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 14/04/10.

18.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.

19.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.

20.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.

21.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) if the appearance of any or all of Alison Braun (a previous Biggest Loser contestant)or The Biggest Loser Grand Finale event is cancelled for any

reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a winner or entrant; or (g) use of the prize.

22.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.

23.The Promoter is Probiotec BLC Pty Limited (ABN 11 132 685 995) of 83 cherry Lane, Laverton North VIC 3026. Telephone: 1800 252 582. Authorised under NSW Permit No. LTPS/09/6100, Vic Permit No.09/2062, SA Permit No. T09/1534, ACT Permit No. TP09/2486.