

“RED ROOSTER MENUBOARD SURVEY” PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is open to Australian residents aged 18 years or over. Employees (and their immediate families) of the Promoter, participating Red Rooster stores 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. Promotion commences at 00:01 AEDST on 02/12/2011 and ends at 00:00 AEDST on 08/01/2012 (“Promotional Period”).
4. To be eligible to enter and receive a promotional flyer, individuals must purchase any Red Rooster menu product at a participating Red Rooster store in NSW during the Promotional Period. To enter, individuals must then visit the web address as stipulated on the promotional flyer, follow the prompts to the promotion entry page, input the requested details including the answers to the survey questions and submit the fully completed entry form during the Promotional Period.
5. 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.
6. Incomplete, indecipherable or illegible entries will be deemed invalid.
7. Only one (1) entry permitted per person.
8. 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.
9. The draw will take place at Anisimoff Legal, Suite 3, Erina Plaza, 210 Central Coast Highway, Erina NSW 2250 on 11/01/2012 at 12:00 AEDST. The winners will be notified in writing within two (2) business days of the draw and their names will be published online at www.redrooster.com.au on 31/01/2012. The Promoter’s decision is final and no correspondence will be entered into.

10. The first valid entry drawn will each win a 32GB Apple iPad 2 with WiFi + 3G in black valued at \$828.30 each.
11. 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.
12. Total prize pool value is \$823.30. Prizes are not transferable or exchangeable and cannot be taken as cash.
13. A draw for any unclaimed prizes may take place on 11/04/2012 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners (if any) will be notified in writing within two (2) business days of the draw and their names will be published online at www.redrooster.com.au on 25/04/2012.
14. 'iPad' is a trademark of Apple Inc. registered in the U.S. and other countries. Apple Inc. is not a participant in or sponsor of this promotion.
15. Entrants consent to the Promoter 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.
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, 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) 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.
18. 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 (including its 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.
19. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its 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 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.

20. 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 opt out, access, update or correct information to the Promoter. All entries become the property of the Promoter.
21. The Promoter is Red Rooster Foods Pty Ltd (ABN 51 008 754 096) of 1 Whipple Street, Balcatta WA 6021. Telephone (08) 9240 9777.

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