

KIDNEY HEALTH AUSTRALIA BIG RED BBQ PROMOTION TERMS AND CONDITIONS

1. Information on how to enter and prizes form part of these conditions of entry. Entry into the promotion is deemed acceptance of these conditions of entry.
2. Entry is open to all Australian residents. Directors, employees and their immediate families of The Promoter (including spouse, parent, child or sibling whether or not they live in the same house) of this promotion are not eligible to enter the prize draw. Entry is open to consumers of all ages however if a winner is under 18 years of age the prize will be awarded to the winner's parent or legal guardian.
3. The promotion commences on 1 September 2009 at 00:01am (AEST) and concludes on 28 February 2010 at 23:59pm (AEST). ("Promotion Period")
4. The draw will take place on Thursday 4 March 2010 at 11am at 100 York St South Melbourne, VIC 3205.
5. To be eligible to enter the competition, you will be required to register to host a "BIG RED BBQ" and raise and/or donate over \$50. Donation can be made by:
 - Credit card
 - Online / Bpay
 - Money Order/ Cheque
 - Direct deposit

South Australian entrants are not required to donate \$50 or more to receive an entry, but can receive extra entries through the purchase of our cookbook. See clause 9.

6. Major Prize: The first valid entry drawn will receive one (1) Elite BBQ from BBQs Galore as advertised, valued up to \$6999. Draw will be a barrel draw.

7. Total prize pool is valued at up to \$6999 Nationally including GST.

8. Each valid registration (ie. Someone who has registered and received a registration number and then donated their money, – just registering and not donating is not a valid registration) will receive one (1) entry into the prize draw for every \$50 they raise.

Example below

- \$0-\$49 = no entries
- \$50-99 = 1 entry
- \$100-\$149 = 2 entries
- \$150-\$199 = 3 entries etc

9. Participants in South Australia will receive one (1) entry into the drawer for every "Back on the Menu" cook book purchased. Recommended retail price is \$15. "Back on the Menu" cookbook is a cookbook designed especially for those people living with or affected by kidney disease.

10. Consumers can donate as much money as they wish, with no limit.
11. Entrants may be required to provide their proof of id before delivery of prizes
12. The Promoter reserves the right to verify the validity of entries/prize claims and to disqualify any entrant who tampers with the entry process, or who submits an entry/prize claim which is not in accordance with these Conditions of Entry.
13. Entries will be deemed to be accepted at the time of receipt and not at the time of transmission. Incomplete, inaudible or incomprehensible entries will be deemed invalid. No responsibility will be taken for lost or late entries.
14. All winners will be notified by phone call and then by mail. The first prize winner will be published under Public Notices in The Australian, Saturday, March 13, 2010
15. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value subject to any written directions from the relevant state lottery Departments
16. The prize must be taken as offered and cannot be varied. The prize value includes GST and is in Australian dollars and is the recommended retail value as provided by the supplier and is correct at time of printing. The Promoter accepts no responsibility for any variation in prize value.
17. Should any of the prizes remain unclaimed 3.5 months after the original major draw date, the Promoter reserves the right to conduct an unclaimed prize draw. The unclaimed prize draw will take place at 100 York Street, South Melbourne VIC 3205 at 11am on June 25 2010. The winner of the BBQ will be published under the Public Notices in The Australian, Saturday, July 3, 2010
18. The Promoter's decision in relation to any aspects of the competition is final and binding on every person who enters and no correspondence will be entered into.
19. The Promoter and its associated agencies, and companies associated with this promotion will take no responsibility for prizes damaged or lost in transit.
20. In the event that for any reason whatsoever a winner does not take an element of the prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that element of the Prize.
21. 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 any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law. The Promoter will not be responsible for any incorrect, inaccurate or incomplete information communicated in the course of or in connection with this promotion if the deficiency is occasioned by any cause outside the reasonable control of the Promoter including without limitation technical malfunctions or failures.

22. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

23. If for any reason this promotion is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of the Promoter, which corrupt or affect the administration security, fairness or integrity or proper conduct of this promotion, the promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process.

24. The Promoter is not responsible for any technical malfunction of any telephone network or lines, servers or providers, technical problems or any combination thereof, or any other technical failures.

25. In the case of the intervention of any outside agent or event which naturally changes the result or prevents or hinders it's determination, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strikes; the Promoter may in its absolute discretion cancel the event and recommence it from the start on the same conditions subject to State Regulation.

26. The Promoter is the Australian Kidney Foundation trading as Kidney Health Australia, ABN 37 008 464 426 of 100 York Street, South Melbourne, VIC, 3205. Authorised under Vic Permit No: 09/2724, ACT TP 09/03146 Big Red BBQ / Kidney Health Australia, South Australia Permit No: T09/1909