

GENERAL COMPETITION – TERMS AND CONDITIONS OF ENTRY

1. STANDARD TERMS

1.1 Information on how to enter forms part of the terms of entry.

2. WHO CAN ENTER

2.1 Subject to clause 2.2, entry is open to all Australian residents aged 18 years or older.

2.2. Employees, franchisees or contractors and their immediate families of Cookies Man or associated agency are not eligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether by natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.

3. HOW TO ENTER

3.1 The competition commences on Monday, 26th of December 2011 at 12:01AM (AEST) and concludes on Sunday, 22nd of January 2012 at 5.00PM (AEST) (“the Competition Period”)

3.2 In order to enter, the competition entrants must spend a minimum of \$10 in a single transaction at any Cookie Man store, and complete the entry form including the entrant’s full name, e-mail address, phone number and address.

3.3 Entrants (including winners) in the competition may enter as many times as they like.

4. PRIZES

Major x 1: 1 x 12 ‘100 Cookie’ Barrels Gift Wrapped (1 x 100 Cookie Barrel delivered per month until 31st January 2013 commencing February 2012. Totalling to 12 x 100 Cookie Barrel)

Total prize value \$599.40 for Cookies and Delivery (including GST)

4.1 If for any reason the winner does not take the prize or any element of the prize at the time stipulated by the promoter, then the prize or that element of the prize will not be redeemable for cash and will be forfeited.

4.2 The prize is not transferable, exchangeable or redeemable for cash.

4.3 In the event that any prize item is unavailable; the Promoter reserves the right to substitute a prize item of equal or greater value.

4.4 In participating in the prizes, the winners agree to participate and cooperate as required in all editorial activities relating to the promotion, including but not limited to being interviewed and photographed. The winners grant the promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide and the winners will not be entitled to any fee for such use.

5. HOW TO WIN

5.1 Each entrant who has entered the competition over the Competition Period and registered all details in accordance with clause 3 will be entered into the prize draws. All draws will take place at Cookie Man Australia, 2a 84 Darley Street, Mona Vale 2103 at 11am on Monday, 6th of February 2012.

5.2 The winner may be announced in The Australian(subject to the Editor's decision). The prize winners will be notified by phone and/or by mail with a prize letter within seven days of the draw.

5.3 The Promoter's decision is final and the Promoter will not enter into correspondence regarding the result.

6. NO LIABILITY

6.1 In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the competition and recommence it from the start in the same conditions, subject to State Legislation.

6.2 Cookie Man Australia and their associated agencies and companies will take no responsibility for prizes damaged or lost in transit, or late, lost or misdirected mail.

6.3 Cookie Man Australia and their associated agencies and companies will not be liable for any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur:

6.3.1 during the draw;

6.3.2 Whilst undertaking any travel connected with their entry into the draw; or

6.3.3 in the participation in any prize

6.3.4 as a consequence of late, lost or misdirected mail;

6.3.5 due to the broadcast of any program relating to the competition or the publication of any material, including any statements made by any compere, staff member, journalist, other entrants or any other person;

6.3.6 due to circumstances outside the Promoter's reasonable control.

6.4 Cookie Man Australia and its affiliates assume no responsibility for any error, omission, interruption, deletion, defect, theft or destruction or unauthorised access to, or alteration of, entries, and reserve the right to take any action that may be available.

6.5 If, for any reason, this competition is not capable of being conducted as planned, including, but not limited, due to tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration security, fairness, integrity or proper conduct of this competition, the Promoter reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process, take any action that may

be available, and to cancel, terminate, modify or suspend the competition, subject to State legislation.

7. PRIVACY

The details contained in your entry are protected by security safeguards as detailed in the Promoter's Privacy Policy, which is also available on the Cookie Man website. The personal information collected as part of the entry is collected to enable identification of the winner and for future marketing and promotional purposes. Your personal information will only be disclosed to the Promoter and its related bodies corporate for these purposes.

8. PROMOTER'S DETAILS

The Promoters are: -

ABN 76 080 397 968

Cookie Man Australia, Unit 11/9-15 Gundah Road Mt Kuring-gai NSW 2080.