



## **“BIC WIN EVERY DAY” PROMOTION**

### **TERMS AND CONDITIONS**

1. Information on how to enter and the 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.
3. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion.
4. 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.
5. Promotion commences on 9 January 2012 and ends at 11.59pm AEDST on 5 February 2012 (“Promotion Period”).
6. To enter individuals must complete the following steps during the Promotion Period:
  - (a) purchase two (2) BIC products from any participating store nationally (“Qualifying Purchase”); and
  - (b) visit [www.bicexpressyourself.com.au](http://www.bicexpressyourself.com.au), follow the prompts to the promotion entry page, input the requested details including the last 6 digits of each barcode from the two (2) participating products purchased and submit the fully completed entry form, so it is received by 11.59pm AEDST on 5 February 2012.
7. 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.
8. Incomplete or indecipherable entries will be deemed invalid.
9. Multiple entries permitted, subject to the following: (a) only one entry permitted per Qualifying Purchase; (b) each entry must be submitted separately and in accordance with entry requirements; and (c) limit of one (1) entry per household per day (up to a maximum of five (5) entries per household during the entire Promotion Period).
10. Entrants must retain their original 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. Purchase receipt(s) must clearly specify the store of purchase and that the purchase was made during the Promotion Period but prior to entry.

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. A draw will take place for entries received on each day of the promotion period (28 daily draws in total). Entries for each daily draw open at 12am AEDST and close at 11.59pm AEDST the same day. Each daily draw will take place the next working day after entries are received for that draw, with the first daily draw occurring on 10 January 2012 and the last daily draw occurring on 6 February 2012. Entries received for each daily draw will not be entered into any subsequent daily draws. All daily draws will take place at 1/3 Green Street, Brookvale NSW 2100 at 12noon AEDST.
13. Winners will be notified by email or mail.
14. The Promoter's decision is final and no correspondence will be entered into.
15. The first valid entry drawn in each daily draw will win a Sony Cyber-shot digital camera (model number DSCWX30V.) valued at \$229.00. Exact colour of Sony Cyber-shot awarded determined by Promoter in its absolute discretion and may vary from promotional material.
16. The next valid entry drawn in each daily draw will win a Sony Bloggie™ Duo handheld video camera (model number MHS-FS2KG) valued at \$179.00. Exact colour of Sony Bloggie™ Duo awarded determined by Promoter in its absolute discretion and may vary from promotional material.
17. The next valid entry drawn in each daily draw will win a Sony Walkman® digital media player (model number NWZB163R) valued at \$55.00. Exact colour of Sony Walkman® awarded determined by Promoter in its absolute discretion and may vary from promotional material.
18. The next valid entry drawn in each daily draw will win a Pictionary (Family Edition) board game valued at \$49.90.
19. The next valid entry drawn in each daily draw will win a Bop-It™ XT game valued at \$39.99.
20. The next valid entry drawn in each daily draw will win a BIC backpack containing BIC products valued at \$39.95. The exact BIC products to be awarded will be determined by the Promoter in its absolute discretion.
21. The next ten (10) valid entries drawn in each daily draw will win a personalised pencil case from [www.snapfish.com.au](http://www.snapfish.com.au) valued at \$25.90 (including packing & postage). Winners will be sent an email (to the address submitted on entry) including a link to a dedicated page within [www.snapfish.com.au](http://www.snapfish.com.au). To redeem their personalised pencil case, winners must click this link and become a member of the website or login (if already a member), they will then be provided with a unique PIN code. Winners need to enter this unique PIN code to get started creating their personalised pencil case and then follow the prompts to complete the check out process. Membership to [www.snapfish.com.au](http://www.snapfish.com.au) is free. Prize must be redeemed by 15 June 2012.
22. The next ten (10) valid entries drawn in each daily draw will win a personalised notebook from [www.snapfish.com.au](http://www.snapfish.com.au) valued at \$25.90 (including packing & postage). Winners will be sent an email (to the address submitted on entry) including a link to a dedicated page within [www.snapfish.com.au](http://www.snapfish.com.au). To redeem their personalised pencil case, winners must click this link and become a member of the website or login (if already a member), they will then be provided with a unique PIN code. Winners need to enter this unique PIN code to get started creating their personalised notebook and then follow the prompts to complete the check out process.

Membership to [www.snapfish.com.au](http://www.snapfish.com.au) is free. Prize must be redeemed by 15 June 2012.

23. The next four (4) valid entries drawn in each daily draw will win a BIC mini whiteboard valued at \$10.00.
24. The next eight (8) valid entries drawn in each daily draw will win a BIC branded USB (2 GB) valued at \$5.00.
25. If a winner of any prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian on the winner's behalf.
26. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a prize, then the prize will be forfeited.
27. 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.
28. Total prize pool value is \$33,343.52
29. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
30. A draw for any unclaimed prizes may take place on 7 May 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 by email or mail.
31. 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.
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) subject to any written directions from a regulatory authority, 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. 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.
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 States 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.

35. 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.
36. As a condition of accepting the prize, each winner (or if the winner is under the age of 18, their parent or legal guardian) must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
37. 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.
38. The Promoter is BIC Australia Pty. Ltd. (ABN 88 004 304 830) of 57-67 Popes Road, Keysborough, Victoria 3173, telephone (03) 9797 0740.

NSW Permit No. LTPS/11/11531, VIC Permit No. 11/2694, ACT Permit No. TP11/5022.1, SA Permit No. T11/2676.