

FREMANTLEMEDIA AUSTRALIA PTY LIMITED
RECIPE TO RICHES – series 2 – 2014- WINNER DETERMINATION
TERMS AND CONDITIONS

During the Australian broadcast of the second series of *Recipe to Riches* on Network TEN ("**Recipe to Riches**"), audience participation to help determine the winner ("**Winner Determination**") is registered via the process of purchasing the weekly episode winner's ("**Weekly Contestant**") product ("**Eligible Product**") in participating Woolworths retail, online or mobile stores during the sales window specified in the episode broadcast ("**Sales Period**") for the purpose of determining an overall winner for *Recipe to Riches* in 2014 ("**Contributing Purchase**").

Contributing Purchases are governed by these Terms and Conditions, which are available at www.recipetoriches.com.au ("**Terms and Conditions**"). Your purchase of an Eligible Product constitutes your agreement to these Terms and Conditions. Network TEN, Woolworths Limited (**Woolworths**) and FremantleMedia Australia Pty Ltd (**FremantleMedia**) reserve the right to amend the Terms and Conditions at any time. Since you are bound by these Terms and Conditions, you should ensure that you have read and fully understood them.

1. Each Weekly Contestant's product will be made available for purchase at participating Woolworths supermarket, speciality grocery and convenience stores and online or via mobile at www.woolworthsonline.com.au and m.woolworths.com.au the next calendar day following the episode broadcast on Network TEN.
2. To register your support for a Weekly Contestant and contribute towards the result of the Winner Determination, you must purchase the Eligible Product during the Sales Period as communicated during the episode broadcast of *Recipe to Riches*. A Contributing Purchase will be one that is scanned by the point of sale system in a participating Woolworths store during the Sales Period. If you purchase the Eligible Product online or via mobile at www.woolworthsonline.com.au or m.woolworths.com.au, the Eligible Product must be in stock at your nearest Woolworths fulfilment store (determined by Woolworths) at the time of order fulfilment and scanned via the point of sale system within the Sales Period before being delivered to your home in order to be a Contributing Purchase.
3. Purchasing an Eligible Product outside the Sales Period stated within the episode broadcast will not be counted as a Contributing Purchase in the final result of the Winner Determination.
4. In the event that for any reason a Contributing Purchase(s) is not included or disqualified, FremantleMedia and Network TEN are not responsible nor liable for any loss or damage suffered (including but not limited to the cost of the Eligible Product) by any purchaser.
5. Unless otherwise stated, all time references are in relation to Australian state's time zone.
6. The Sales Period for each Weekly Contestant begins on the calendar day after the relevant episode is first aired by Network TEN and continues until the date notified to viewers as part of the episode broadcast of *Recipe to Riches*. The Sales Period will first be available on the calendar day after the relevant episode is first aired by Network TEN to all states of Australia from the open time of the participating store or 00:01 (AEST) in the participating store's state time zone (whichever is later) on Wednesday until the close time of the participating store or 23:59 (AEST) in the participating store's state time zone (whichever is earlier) on Saturday. Then from each respective week thereafter the Sales Period will be available from the time notified to viewers as part of the episode broadcast of *Recipe to Riches* each week.
7. To the extent permitted by law, and without limiting Woolworths' policies and obligations in relation to the return of products (as set out at

www.woolworths.com.au), under no circumstance will FremantleMedia or Network TEN or Woolworths accept any responsibility or liability for costs incurred or any other consequence as a result of a viewer purchasing an Eligible Product prior to or after the respective Sales Period have been announced as opened and/or closed. This also includes, and is not limited to errors made as a result of time differences between time zones in Australia. Network TEN, Woolworths and FremantleMedia reserve the right to amend the Sales Period times at any stage as a result of but not limited to changes in the broadcast time of Recipe to Riches by Network TEN.

8. Network TEN, FremantleMedia and Woolworths reserve the right to keep all tallies related to the Winner Determination confidential.
9. Eligible Products will be charged at the price indicated on the point of sale in store or as displayed online or via mobile (including GST).
10. Except where they are not able to be excluded by law, and without limiting Woolworths' policies and obligations in relation to the return of products (as set out at www.woolworths.com.au): a) all content for the Contributing Purchase is provided "as is" and without warranties of any kind, either express or implied, b) Neither Network TEN, nor FremantleMedia or Woolworths warrants that access to the Contributing Purchase will be available, uninterrupted, free from delay or error-free or that any defects will be corrected.
11. (1) In the absence of block, manipulative, unrepresentative or disproportionate purchase patterns of an eligible product, one Contributing Purchase will count as one submission towards the Winner Determination, however Network TEN Woolworths and FremantleMedia reserve the right in their sole discretion to disqualify or discount;
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 - a. any Contributing Purchase however cast (or individuals), that tamper with, or attempt to tamper with, the Winner Determination and/or the process of the Winner Determination, or
 - b. Any Contributing Purchase however cast (or individuals, who) which corrupt or affect (or attempt to corrupt or affect) the administration security, fairness or integrity or proper conduct of the Winner Determination and/or its process, or
 - c. Any Contributing Purchases that FremantleMedia, Network TEN or Woolworths considers to be manipulative, unrepresentative, disproportionate, obscene or offensive,(2) The audience acknowledge that FremantleMedia's or Network TEN's or Woolworth's decision in this matter is final and no correspondence will be entered into on this matter.
(3) The audience acknowledge that any Contributing Purchase(s) that are discounted, invalidated or disqualified in accordance with the provisions of this will still be charged at the advertised rate
12. The charges for all Contributing Purchases for any Eligible Product during the series of Recipe to Riches will be confirmed by receipt from Woolworths provided at the time of purchase. The receipt will detail the item purchased, and charge (unit price, in Australian dollars). This transaction is solely between the individual purchaser and Woolworths and therefore neither FremantleMedia nor Network TEN will be responsible for this interaction.
13. All information, text, audio, material, graphics, software and advertisements contained in or forming the Winner Determination Service (the "**Content**") are the property of Network TEN, Woolworths and FremantleMedia, its suppliers and/or licensors unless expressly indicated otherwise. The Content is protected by Australian and international copyright and trademark laws. You must not modify, copy, reproduce, republish, frame, upload to a third party, post, transmit or distribute this Content in any way unless expressly authorised in writing by Network TEN, Woolworths and FremantleMedia.

14. If for any reason the Contributing Purchase service in association with the Winner Determination is not capable of running as planned, due to causes including but not limited to tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of FremantleMedia or Network TEN or Woolworths which corrupt or affect the administration security, fairness, integrity or proper conduct of this Winner Determination, FremantleMedia reserves the right in its sole discretion to disqualify any individual who tampers with the Winner Determination and/or process, take any action that may be available, and to cancel, terminate, modify or suspend the service in association with the Winner Determination.
15. The audience acknowledge that if a Weekly Contestant is eliminated or disqualified from *Recipe to Riches* at any time for any reason (in respect of which FremantleMedia's, Network TEN's and Woolworths' decision is final and no correspondence will be entered into) then that Weekly Contestant will not be eligible to win the prize in relation to *Recipe To Riches* and any Contributing Purchases made in respect of that Weekly Contestant will not be counted for the purposes of the Winner Determination. Woolworths will not provide refunds for Eligible Products purchased as at the date of such disqualification and may, in its discretion, continue or discontinue the sale of further Eligible Products in respect of the disqualified Weekly Contestant at the price specified in clause 9.
16. To the extent permitted by law, under no circumstance will FremantleMedia or Network TEN or Woolworths be responsible for any fault, malfunction, damage or loss suffered by any third party (including viewers) due to unforeseeable circumstances, failure of technical or electrical facilities, strike, lock-out, dispute, illness, act of God, natural disaster, adverse weather conditions, war, riot, civil commotion, accident, epidemic or pandemic, malicious damage, fire, flood and/or storm, compliance with law or governmental order, rule, regulation or direction, breakdown of plant, machinery or transportation or other act or events of a similar or different nature beyond their reasonable control.
17. FremantleMedia or Network TEN or Woolworths do not control all of the services relating to the broadcast of the Programme or a Contributing Purchase, and cannot guarantee the broadcast or availability of the Programme will be free from errors or omissions nor that the Programme will be available uninterrupted and operate in full or as advertised. These services may be suspended temporarily and without notice in the case of any problem with any system, server, software, or for any technical malfunction or failure, maintenance or repair or for reasons beyond the control of FremantleMedia or Network TEN or Woolworths. None of FremantleMedia or Network TEN or Woolworths will be liable to viewers or to any other person in the event that any Eligible Purchase is lost, delayed or not properly received, registered or recorded or where all or any part of the service relating to a Contributing Purchase is discontinued, modified or changed in any way or that a Programme viewer is unable to contribute.