

# TERMS & CONDITIONS

## SANITARIUM BIX PROGRAMME

### 1. Definitions and overview

#### 1. In these terms and conditions:

"Account" means an account allocated to a Member pursuant to the Programme;

"App" means the Bix iPhone Application or Bix Google Play Application;

"Bix" means the form of currency used pursuant to this Programme;

"Member" means an individual who has registered for an Account in the Programme;

"Platform" and "Platforms" means the platforms by which the Programme will be conducted on, which shall include the Programme's website <http://bix.weetbix.co.nz>; mobile phone website [bix.weetbix.co.nz](http://bix.weetbix.co.nz); the Bix iPhone Application and the Bix Google Play Application;

"Programme" means the Sanitarium Bix Programme;

"Promoter" means the New Zealand Health Association Limited trading as Sanitarium Health & Wellbeing Company of 124 Pah Road, Royal Oak, Auckland, 1023;

"Reward" means any goods, services, vouchers, digital content, gifts, offers, bonuses, prize draw entries or rewards offered to Members pursuant to the Programme from time to time; and

"Programme Period" means the period commencing 12:01am on 20/01/14 and ending at 11.59pm on 20/07/2014.

2. Notwithstanding the Programme Period as defined under clause 1.1, the Promoter reserves the right to extend the Programme Period, in its absolute discretion.
3. As a condition of participating, the Member accepts these terms and conditions and any rules, policies or procedures that may be adopted by the Promoter from time to time.
4. Any information on how to register, enter or claim and information on any Rewards, form part of these terms and conditions. To the extent of any inconsistency, these terms and conditions will prevail.
5. The Programme is open to all New Zealand residents however employees and immediate families of the Promoter and its agencies involved in the Programme are excluded from claiming, or otherwise utilising prize draw entries.
6. Individuals under 16 years old must have parental/guardian approval to enter the Programme and further, the parent/guardian of the individual 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 individual under 16 years old entering this Programme.

7. The Promoter reserves the right, at any time, to verify the validity of entries, claims and any Member's details (including a Member's identity, age and place of residence) and to disqualify any Member who submits a Reward claim or whose entry into the Programme is not in accordance with these terms and conditions or who tampers with the entry or claim 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. The Promoter's decision on all matters pertaining to the Programme, including but not limited to any dispute as to Rewards, the identity of a Member, eligibility to become a Member or Bix accumulated by a Member is final and binding. No correspondence will be entered into.
  9. The Promoter reserves the right to offer competitions and bonus offers to Members. Those competitions and bonus offers may have additional terms and conditions to these terms and conditions.
2. How to download the App and register
    1. Individuals require compatible software and hardware to register and participate in the Programme. The Promoter takes no responsibility should an individual not have the software, hardware, internet or mobile phone plan that would permit access to and use of the applicable Platforms. The App is free to download. Standard carrier fees will apply if the App is downloaded or used whilst connected via a mobile phone plan.
    2. To become a Member via the App an individual must scan the QR Code using a compatible device and follow the directions accordingly. Alternatively, an individual may open an Account by visiting one of the other Platforms to register in accordance with the directions. In either case membership registration requires the following details:
      1. the individual's first and last name;
      2. the individual's Bix nickname (i.e. user name);
      3. a current, valid email address, to which correspondence from the Promoter to the individual might be sent; and
      4. all other details requested on the Platform.
    3. For the sake of clarity, it is not a requirement that the individual hold a Facebook or Twitter account to participate in the Programme or open an Account. If however an individual opens an Account with its Facebook or Twitter account then the Platform may access information from such accounts for the purpose of the Programme.
    4. If the Platform requires more information about the individual for Account registration purposes other than what is contained in the individual's Facebook or Twitter account details, or able to be gathered from Facebook or Twitter, the individual must ensure he or she completes those additional data fields for successful registration of an Account.
    5. Each Member is only permitted to hold a maximum of one (1) Account and any one IP address may only have a maximum of five (5) accounts attached to it.
    6. A Member will have a nickname and password. The Member will be responsible for the security of this password and nickname, and access to and use of the Member's Account. The Promoter may refuse to accept any nickname in its absolute discretion, including where the nickname is deemed inappropriate or offensive.
    7. Without limiting any other provision herein, the Promoter reserves the right to refuse any individual's request for registration as a Member, or terminate any Member's Account (as defined below), at its absolute discretion, without notice, and may cause Bix to be forfeited without the Promoter incurring any liability to the Member, including where the Member has not abided by these terms and conditions or as a result that

the Promoter reasonably suspects a Member to have multiple Accounts or that any Account has been created using false, incorrect, fraudulent or misleading information, including but not limited to personal details and Facebook and/or Twitter accounts.

8. Members are responsible for ensuring that their contact details with the Promoter are correct.
3. How to obtain Bix
    1. On each specially marked pack of Weet-Bix there will be a QR Code.
    2. After registering for an Account, the Member must visit one of the Platforms and in accordance with the directions scan the QR Code to enter it into the Programme. Once the QR Code has been recognised by the applicable Platform, the Member will obtain two (2) Bix in their Account.
    3. Unrecognised QR Codes will be deemed invalid.
    4. Each Member is only permitted to enter one (1) QR Code into the Programme per day. Any attempts to enter more than one (1) QR Code per day will be declined. Without limiting any other provision herein, the Promoter reserves the right to terminate a Member's Account, and associated Bix for attempting to enter more than one (1) QR Code per day.
  4. Use of Platforms
    1. Members warrant that they will not use any Platform to do any of the following, and failure to abide, may at the sole discretion of the Promoter result in the termination of their Account and cancellation of any Bix in such Account:
      1. use the Platform for any improper, unlawful, or immoral purpose;
      2. cause any nuisance by the Member's use of the Platform or cause the operation of any Platform to be jeopardised or impaired;
      3. access, or to attempt to access, the accounts of others or to penetrate or attempt to penetrate our or a third party's security measures, computer software, hardware, electronic communication systems, or telecommunications systems;
      4. collect, or attempt to collect, personal information about third parties without their knowledge or consent;
      5. any activity which adversely affects the ability of other people or systems to use any Platform or the Internet generally, including, without limitation, flooding and hacking;
      6. resell, repurpose, or redistribute any intellectual property provided by the Promoter or its contractors or its licensees without our prior written consent;
      7. impersonate any person or entity or using a false name that you are not authorised to use; or
      8. except as provided for in these terms and conditions, disclose any personally identifiable information about yourself or any other party (e.g. telephone number, geographic address, or any other information from which an individual's identity or contact information can be derived).
  5. Bix and redemption and transfer of Rewards
    1. Bix are not transferable and must be redeemed by the Member to whom the Bix were issued. Reward(s) may be transferred, but only in accordance with these terms and conditions. Bix or Reward(s) cannot be exchanged for cash.
    2. Bix are valid for redemption for a Reward in the absolute discretion of the Promoter.
    3. A Member may only redeem Bix during the Programme Period. Any Bix not redeemed by the expiry of the Programme Period will be forfeited.
    4. The Promoter will operate a shop ("the Rewards Section") common across all Platforms during the Programme Period. Various goods and services ("Reward(s)"), as listed from time to time at the Rewards Section, will be available for redemption.

5. To redeem Reward(s), a Member must, during the Programme Period, log on to any one of the Platforms, and follow the instructions. Further conditions that apply to redeeming the Reward(s) may be posted on the Platforms, and by redeeming a Reward, it constitutes acceptance by the Member of the conditions and limitations set out on the Platform. In addition, the Reward(s) may have conditions imposed by the 3rd party supplier, and in which case those conditions will apply. Certain Reward(s) may require the Member to pay postage and handling fees associated with delivering the Reward(s) to that Member before they receive the Reward(s). The postage and handling fees must be paid for in accordance with any directions.
6. Certain Reward(s) may require that the Member have certain hardware or software to receive or access the Reward(s). The Promoter is not responsible should the Member not have adequate hardware or software to receive or access such Reward(s).
7. To redeem a Reward, the Member must have the required amount of Bix in their Account for the specific Reward. The number of Bix that must be spent to make any particular Reward redemption will be specified and that number may increase, or decrease, at any time at the discretion of the Promoter.
8. The Reward(s) may be removed from the Platforms without notice. The Promoter gives no undertaking that any Reward(s) will remain on the Platforms, nor that such Reward(s) shall remain available. Access to Reward(s) may be limited in any way by the Promoter, including access for a limited time only, up to a specified quantity only (per Member or across the whole Programme) or for certain Members only.
9. Members should look to the manufacturer of products and provider of services received as Reward(s) for warranties provided by the manufacturers or suppliers in connection with those Rewards. However, these Terms and Conditions do not exclude or limit the application of any statutory provision where to do so would contravene that statute or cause any part of these Terms and Conditions to be void.
10. If a Member redeems some Reward(s) and those Reward(s) are unavailable despite the Promoter's reasonable endeavours to procure them, the Promoter reserves the right to substitute a different item of equal or greater value or to credit the Member's Account with the number of Bix that were deducted for that purchase.
11. The Promoter reserves the right to verify the validity of redemptions and to disentitle any Member who tampers with, or subverts, the redemption process or who submits a redemption request that is not in accordance with these Terms and Conditions.
12. At the Promoter's option, Reward(s) will be delivered to the Member in one of the following ways: by post to the Member's postal address (or to the Member's friends address if transferring the Reward); by email (by way of voucher to be redeemable through a website); or by electronic download from the Platform. The Promoter is not liable for any loss, theft of or damage to any Reward(s) sustained in the course of delivery.
13. Any expenses incurred by a Member as a result of redeeming a Reward are the responsibility of the Member.
14. The Member is responsible for redeeming any Voucher Reward(s) redeemable through a third party website, and any costs in excess of the voucher value and any ancillary costs associated with redeeming the voucher are the responsibility of the Member. The Promoter is not liable for vouchers that have been lost, stolen, forged, damaged or tampered with in any way. Redemption of the voucher may be subject to terms and conditions specified on the voucher, including a validity period or date of expiry.
15. The Promoter may make available a system to enable friends who are Members to transfer certain Reward(s), which they have obtained under the Programme. The type of Reward(s) that can be transferred will be determined by the Promoter in its sole

discretion. To transfer Reward(s), the Member must follow the relevant instructions on any of the Platforms. Once a Member transfers Reward(s), those Reward(s) will no longer be available to the Member who has transferred them. The Promoter is not responsible for how Members transfer their Reward(s), or the result of making any such transfer. Each Member must transfer each Reward separately and one at a time.

## 6. General

1. If this Programme 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 Member; or (b) to modify, suspend, terminate or cancel the Programme, and revise these Terms and Conditions, as appropriate. Notice of any changes to the Terms and Conditions may be given via the Platforms. Continued participation in the Programme following changes to these Terms and Conditions will be deemed acceptance of those changes.
2. If a Member tampers with, or subverts, the processes relating to participation in the Programme, or may benefit from such tampering or subversion by any other person, the Promoter reserves the right in its sole discretion to disqualify that Member. The Promoter reserves the right to verify the details of the Member, and request identification to establish their identity.
3. Any cost associated with accessing the Platforms are the Member's responsibility and is dependent on the service provider used.
4. The Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communication line failures, theft or destruction or unauthorized access to, or alteration or non-receipt of Member's communications (including submissions of QR Codes, and the making of reward redemptions). The Promoter is not responsible for any problems or technical malfunctions (such as problems with telephone networks or lines, computer systems or software or internet service providers) or any failure of any internet communication or telephone communication to be received by the Promoter (whether as a result of technical problems or traffic congestion on any carrier network, on the internet or at any website). To the full extent permitted by law, the Promoter is not liable for any injury or damage to any Member's (or any other person's) computer or resulting from or otherwise relating to participation in this Programme (including by downloading materials relating to this Programme).
5. No responsibility is accepted for late, lost, or misdirected submission of QR Codes, use of any Bix, or redemption of any Reward(s) or any other communications.
6. Nothing in these terms and conditions limits, excludes or modifies or purports to limit, exclude or modify the consumer guarantees set out in the Consumer Guarantees Act 1993, or any similar laws, where it would be illegal to do so ("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 Programme.
7. 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 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 tax liability incurred by a Member; (e) use of a Reward; or (f) any variation in the value of any Reward(s).

#### 7. Privacy

1. The Promoter collects and is entitled to gather Member's personal information in order to conduct the Programme including where a Member registers for an Account in the Programme using Facebook or Twitter. If the information requested is not provided, the Member may not participate in the Programme. The Promoter may, disclose such information to third parties, including but not limited to agents, contractors, service providers and Reward suppliers. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing and publicity purposes, including sending electronic messages or telephoning the Member. All entries/ registrations become the property of the Promoter.
2. The Member's personal information will be collected and retained by the Promoter in accordance with the Privacy Act 1993 and held by the Promoter at 124 Pah Road, Royal Oak, Auckland, New Zealand. Members have the right to access and request correction of any such personal information and can do so by contacting the Promoter.