



AS REAL AS IT GETS PROMOTION TERMS AND CONDITIONS

1. Information on how to enter, mechanics of entry and prize form part of these conditions of entry for the "As Real As It Gets" Promotion (**Promotion**). Entry into the Promotion is deemed acceptance of these Terms and Conditions. Entry is via the internet only. No purchase of Products is required for entry.

Eligibility

2. Entry is open to all Australian residents aged 18 years or older. Directors, employees (and their immediate families) of the Promoter, and those of its related entities, contractors and agencies that are directly associated with the conduct of this Promotion are ineligible to enter the Promotion.
3. Promotion starts at 06:01 am on **26/02/2011** and closes at 11:59 pm on **22/8/2011** (**Promotional Period**). At all times, the time is Australian Eastern Time, being Standard or Daylight Savings Time.

Entry

4. To enter, entrants must, during the Promotional Period and on competition days within the event window at the events set out in Schedule A:
 - a) attend the Nature Valley™ site at the Event (**Event Site**);
 - b) complete in full the digital entry form on location at the Event Site, including all required information;
 - c) have their photo taken by Promotion staff riding a static surfboard or snowboard mounted at the Event Site;
 - d) choose to be a fan of the 'Nature Valley™ - As Real As It Gets' Facebook fan page; and
 - e) ensure that the photo of the entrant uploaded onto the fan page is 'liked' by another person on Facebook.
5. Multiple entries are accepted, however, each entry must be submitted separately and must independently comply with these Terms and Conditions. Any form of automated entry using the Internet or any other device or software is invalid.

Judging

6. The winner will be selected by a panel of judges from a pool of the 30 most 'liked' photos uploaded on to the Facebook fan page.
7. A photo will be deemed to be 'liked' by the number of people listed on the Facebook fan page as 'liking' the photo. The number of people who 'like' the photo will be taken to be the number appearing in the phrase appearing immediately below the photo:

"[number] people like this photo" or "[number] person likes this photo"
8. A photo can only be 'liked' if another person with a Facebook profile uses the appropriate 'like' function on Facebook in relation to that photo.
9. The panel of judges will be comprised of a representative of Bastion Brands, a representative of the Promoter and an Association of Surfing Professionals event judge.
10. The 30 most liked photos will be assessed by a nominee of the Promoter at 9:00am on 29/08/11 on a computer located at 7/2 Kent Place, South Melbourne, Victoria 3205.
11. The judging will take place at 10:00am AEST on 29/08/11 on a computer located at 7/2 Kent Place, South Melbourne, Victoria 3205.

12. The winner will be the person whose photo is judged to have the highest score based on the judging criteria. The judging criteria are:
- a) Surf style;
 - b) Surfing technique; and
 - c) 'X-factor', i.e. the ability to reflect the brand values of Nature Valley (entertaining, having fun, unique and innovative)
13. The Panel's decision is final and no correspondence will be entered into. The Promotion is a game of skill; chance plays no part in determining the winners.

Prize

14. The prize is Travel Vouchers from Flight Centre for a surfing adventure at one of four (4) listed destinations, up to a value of \$10,000.00 (**Prize**). There is one Prize only. Refer to Schedule B for full details of the Prize.
15. Winner will be notified by telephone and via email. Winner's name and suburb of residence will be published in The Australian newspaper on **2/9/2011**.
16. The Prize winner cannot transfer, exchanged, redeem for, or take as cash, the Prize or any part of the Prize. The value of the Prize is strictly limited to \$10,000. The Prize must be taken as offered and cannot be varied. The Promoter accepts no responsibility for any tax implications that may arise from the Prize winnings. Independent financial advice should be sought. All vouchers as part of the Prize are subject to the Prize provider's terms and conditions, including expiration dates. Any part of the Prize not taken or redeemed will be lost and will not be refunded or reallocated to use at any other date.
17. It is a condition of accepting the Prize that the winner may be required to sign a legal release or releases in a form determined by the Promoter and/or any Prize supplier in its or their absolute discretion.
18. If as part of the Prize, the winner obtains tickets, the tickets are only valid for the date or period specified on the tickets or by the provider, and are subject to any terms and conditions imposed by the provider. Once awarded, the Promoter will not be liable for any ticket that has been lost, stolen, forged, damaged or tampered with in any way.
19. Travel taken as part of the Prize must be booked and completed as specified by the Promoter or by the supplier of the Prize. Travel taken as part of the Prize is subject to booking and availability, and is subject to any terms and conditions imposed by the relevant providers. All costs associated with a travel Prize which are not expressly stated in these Terms and Conditions, including additional spending money, passport and visa costs, transfer costs, cost of travel to the departure city, meals, taxes, insurance, luggage costs and all other ancillary costs, are the responsibility of the winner. The winner and any travelling companion(s) are responsible for ensuring they have all necessary travel insurance (if not included in the Prize) and documents to travel to the relevant place(s) (including passports and visas, if required). Any alterations or extensions to confirmed Prize details must be approved in advance by the Promoter (at its sole discretion) and will be at the expense of the winner. The Promoter is not responsible for the cancellation, delay or rescheduling of any part of a travel Prize. Any costs incurred by the winner or any travelling companion(s) as a result of cancellation, delay or rescheduling (including accommodation costs) will be the responsibility of the winner. The winner is responsible for ensuring that they and their travelling companion(s) are fit to travel and have received appropriate immunisations and/or health checks prior to taking the Prize.
20. Decisions as to the eligibility of travel costs to be included in the Prize are at the sole discretion of the Promoter. Entrants acknowledge that a Promoter's decision on Prize inclusions will be final and no correspondence will be entered into, including with respect to Prize inclusions or exclusions.

Claiming prizes

21. Prizes must be claimed by **30/9/2011 (Prize Claim Date)** in accordance with any claim instructions notified by the Promoter.
22. If the Prize is not accepted or claimed by the Prize Claim Date, the relevant winner's entry will be deemed invalid and the Promoter reserves the right to distribute the unclaimed prizes to the next best ranking entry, as determined by the Promoter in its sole discretion.

23. The total prize pool is valued at up to \$10,000. The value of the Prize is accurate as at the commencement of the Promotion. The Promoter accepts no responsibility for any variation in the value of the Prize after this date.
24. All Prize values are in Australian dollars and are inclusive of GST.

Facebook

25. The Promotion is conducted via the Facebook Platform and entrants acknowledge that:
- a) the Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook;
 - b) any information they provide in connection with the Promotion is provided to the Promoter and not to Facebook;
 - c) any questions, comments or complaints regarding the Promotion will be directed to the Promoter, not to Facebook; and
 - d) entrants release Facebook and its associated companies from all liability arising in respect of the Promotion.

General

26. Entrants can only enter in their own name. Entrants who provide incorrect, misleading or fraudulent information are ineligible to participate in the Promotion and all entries of an entrant who is deemed by the Promoter to have provided incorrect, misleading or fraudulent information may, at the discretion of the Promoter, be deemed invalid. The Promoter reserves the right to request the entrant produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the entrant's identity, age, residential address, eligibility to enter and claim the Prize. If the documentation required by the Promoter is not received by the Promoter (or its nominated agent) or an entrant or entry has not been verified or validated to the Promoter's satisfaction then all the entries of that entrant will be ineligible and deemed invalid.
27. Contact details entered incorrectly on the online entry form by an entrant will deem an entry invalid.
28. Entries will be deemed accepted at the time of receipt by the Promoter and not at the time of transmission. Entries received will be considered final by the Promoter. Incomplete, inaccurate, erroneous, ineligible or incomprehensible entries will be deemed invalid. The Promoter accepts no responsibility for late, lost or misdirected entries.
29. Any attempt to cause malicious damage or interference with the normal functioning of the Facebook fan page or image upload or to otherwise undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law. If the Promoter suffers loss or incurs any costs in connection with any breach of these conditions of entry or any other legal obligation by an entrant, the entrant agrees to indemnify the Promoter for those losses, damages and costs.
30. The Promoter and its associated agencies and companies are not liable for any loss (including, without limitation, indirect or consequential loss), damage, personal injury or death which is suffered or sustained (including but not limited to that arising from any person's negligence) in connection with entry into the Promotion, taking the Prize or using the Prize, except any liability that cannot be excluded by law (in which case that liability is limited to the minimum allowable by law). The Promoter and its agents associated with this Promotion take no responsibility for the Prize (or part of the Prize) damaged or lost in transit (if relevant). All warranty claims in regards to the Prize should be directed to the applicable manufacturer and not the Promoter.
31. The Promoter and its associated agencies and companies are not responsible for any costs, problems, delays or technical malfunction of any telephone or network or lines, servers or providers, computer equipment, software, technical problems or traffic congestion on a network or a mobile network or any combination thereof, or any other technical failures including any damage to entrant's or any other person's mobile handset, computer or peripherals related to, or resulting from, participation in this Promotion or the downloading or uploading of any materials related to this Promotion.
32. 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 but without limitation technical malfunctions or failures.

33. If for any reason this Promotion is not capable of running as planned for any reason beyond the reasonable control of the Promoter including because of war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or any which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Promotion and/or if necessary to provide an alternative Prize to the same value as the original Prize, subject to any written directions made under applicable State or Territory legislation.
34. The Promoter reserves the right to verify the validity of any and all entries and reserves the right to disqualify any entrant for: (a) tampering with the entry process; (b) for submitting an entry which is not in accordance with these Conditions of Entry; or (c) if the entrant is 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. The Prize will only be awarded following any winner validation and verification that the Promoter requires in its sole discretion. The Prize will only be awarded where the winner fulfils all of the requirements of the Promoter's verification tests and procedures. The verification tests and procedures shall be determined by the Promoter in its absolute discretion.
35. As a condition of entering this Promotion, an entrant consents to, in the event they are the winner, the Promoter using the entrant's name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period of time without further notification, remuneration or compensation for the purpose of promoting, publicising or marketing the Promotion (including any outcome), and/or promoting any products or services manufactured, distributed and/or supplied by the Promoter. The entrant agrees that, in the event they are the winner, the entrant will participate in all reasonable promoted activities in relation to the Promotion as requested by the Promoter and its agents.
36. The Promoter may, at its sole discretion, declare any or all entries made by an entrant invalid, and prohibit further participation by an entrant in this Promotion, if the entrant:
 - a) fails to verify their personal details and/or eligibility to enter the Promotion to the Promoter's satisfaction;
 - b) tampers with or benefits from any tampering with the entry process or the operation of the Promotion;
 - c) submits an entry which in the Promoter's opinion is not in accordance with these Terms and Conditions;
 - d) acts in a disruptive manner or with the intent to annoy, abuse, threaten or harass any other person; or
 - e) engages in conduct in entering the Promotion which in the Promoter's opinion is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter. This includes where entrants share receipts or product labels to enter the Promotion or where entrants use multiple names or addresses to register multiple entries.
37. All entries will be the property of the Promoter and will not be returned.
38. Prizes are not transferable or exchangeable and cannot be redeemed for cash or any other form of compensation. The value of the Prize is accurate as at the commencement of this Promotion. The Promoter accepts no responsibility for any variation in the value of the Prize after that date. If the Prize is unavailable for any reason, the Promoter may substitute it for another item of equal or higher value, subject to the approval of the relevant authorities in the Relevant State(s), if required. If 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 neither cash nor any other form of compensation will be supplied in lieu of that element of the Prize. The Promoter accepts no other liability or responsibility for any loss incurred by a winner or any other party if the Prize (or any part of the Prize) is unavailable for any reason.
39. If requested by the Promoter, entrants and winners (or their companion(s), if applicable) must sign (or procure that their parent/guardian signs) an indemnity and exclusion of liability form provided by the Promoter, in favour of the Promoter and all parties involved in this Promotion and/or providing the Prize, before they participate in the Promotion and/or the Prize. If they or

their parent/guardian do not sign that form within the time specified by the Promoter, they will not be able to participate and the relevant entrant's or winner's entry or claim will be deemed invalid.

40. If requested by the Promoter, entrants and winners (and their companion(s), if applicable) must participate in all promotional activity (such as publicity and photography) surrounding this Promotion or their winning of a prize, free of charge, and they consent to the Promoter and its associated companies and agencies using their name and image in promotional material.
41. Entrants acknowledge that there may be inherent risks in some aspects of the Promotion or the prize and that participation in the Promotion or the Prize may involve participating in dangerous activities. By entering this Promotion and/or accepting the Prize, entrants accept that risk for themselves and for their companion(s) (if applicable).
42. The Promoter, its associated agencies and companies and the agencies and companies associated with this Promotion (including Facebook) will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Promotion or accepting or using a prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
43. The Promoter may at its absolute discretion prohibit an entrant's participation in this Promotion, cancel or suspend a prize or other cease to provide any prize to a winner if the entrant or winner (or any companion) is (in the Promoter's opinion) under the influence of alcohol or drugs, behaves aggressively or disruptively, or behaves in a manner which may diminish the good name and reputation of the Promoter or its products and brands, or is contrary to law or is otherwise inappropriate or a threat to the safety of any person or property.
44. An entry and any copyright subsisting in an entry irrevocably becomes, at time of entry, the property of the Promoter. The Promoter collects personal information about an entrant to include the entrant in the Promotion and, where appropriate, award the Prize. If the personal information requested is not provided, the entrant cannot participate in the Promotion and is deemed ineligible.
45. An entrant also agrees that the Promoter may, in the event the entrant is the winner, publish or cause to be published the entrant winner's name and locality in any media, as required under the relevant State or Territory lottery legislation. An entrant can gain access to, update or correct any personal information held by the Promoter by contacting the Promoter's Privacy Officer at: General Mills, 4-8 Ricketts Road, Mount Waverley, Victoria, 3149. All personal information will be stored at the office of the Promoter. A copy of the Promoter's Privacy Policy in relation to the treatment of personal information collected may be obtained at www.naturevalley.com.au.
46. By participating in the Promotion, an entrant also acknowledges that a further primary purpose for collection of the entrant's personal information by the Promoter is to enable the Promoter to use the information to assist the Promoter in improving goods and services and to contact the entrant in the future with information on special offers or to provide the entrant with marketing materials via any medium including mail, telephone and commercial electronic messages (SMS (Short Message Service), MMS (Multimedia Message Service), IM (Instant Messaging) and email) or any other form of electronic, emerging, digital or conventional communications channel whether existing now or in the future. The Promoter may share information with its Australian related companies or promotional partners who may contact the entrant with special offers in this way. By entering the Promotion, an entrant acknowledges and agrees that the Promoter may use the entrant's personal information in the manner set out in this condition.
47. The Promotion is conducted by General Mills Australia Pty Ltd (ABN 71007663041) 4-8 Ricketts Road, Mt Waverley, Victoria, 3149 in connection with Nature Valley™ products distributed by the Promoter.

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SCHEDULE A
EVENTS

Event	Event Site Location	Event Window
Quiksilver and Roxy Pro	Snapper Rocks, Qld	26 February – 9 March 2011
Boost Mobile Surf Sho	Bondi Beach, NSW	11 – 13 March 2011
Layne Beachley Classic	Manly Beach, NSW	5 – 8 May 2011
Rip Curl Pro	Bells Beach, Vic	19 – 30 April 2011
Rip Curl Freeride Pro	Thredbo, NSW	1 – 22 August 2011

SCHEDULE B

Prize options – choice of one (1) valid Prize from the list below

A. Bali

Valid for 4 people

4x Return Flights to Bali Denpasar.

Accommodation – 10nts - Bali Niksoma Resort (4.5 star)

- Superior Double/Twin x 2 rooms
- Breakfast included

Airport Transfers

3 day Surf clinic

Includes:

- Hotel pick-up and drop-off
- Use of surfboard, rash-guard and suitable beach chair and sun umbrella
- Private instructor
- Soft drink, mineral water, fruit, lunch
- Surf school photo
- Please note that guests can bring their own equipment if preferred

Elephant Safari

Includes:

- Hotel pick-up and drop-off
- Lunch
- 1 x soft drink
- Elephant ride
- Insurance

B. Rio de Janeiro

Valid for 2 people

2x Return Flights to Rio de Janeiro.

Accommodation – 10nts - Porto Bay Rio International (4 star)

- Superior Double/Twin
- Breakfast included

Airport Transfers

Surf Expedition

Grab a board and hit the surf. Whether you're an old pro or a complete novice, this is the outfit to find the waves get you on them.

Includes:

Sun block

Towel

Money for sandwiches

Camera

Energy to paddle

Favela Funk Party

Make yourself a caipirinha, don your dancing shoes and groove to your heart's content at one of Rio's finest clubs.

Includes:

Hotel transfers

Entrance to the club

C. Hawaii

Valid for 3 people

3x Return Flights to Honolulu.

Accommodation – 7nts - Sheraton Waikiki (5 star)

- City View Triple

Airport Transfers

Kayak Adventure Package

Spend a day at gorgeous Kailua Bay on this Hawaiian Kayaking Adventure!

Includes:

Kayak

Paddle

Kayak lesson

Life Jacket

Picnic Lunch

Round Trip Transportation from Waikiki

D. Cape Town

Valid for 2 people

2x return Flights to Cape Town.

Accommodation – 10nts - The Grand Daddy (4 star)

- Standard Double/Twin

Airport Transfers

Peninsular Surf Tour

Includes:

All transport

Qualified instructor

Light snacks and refreshments

All equipment - wetsuit, surfboard, leash

Shark Cage Diving

Shark diving off of Dyer island is some of the best in the world.

Includes:

- Breakfast
- Pick up and drop off from Cape Town
- Light Lunch
- Snacks and drinks on board the boat
- All diving gear
- Towels
- Informative briefing and talk by a marine biologist

Sandboarding Tour

Test your skill at hurtling down the back of a sand dune or two...

Includes:

- All transport
- Qualified instructor
- Light snacks and refreshments
- All equipment - sand board

Bali package valid for 4 people for travel any time in 2011 or prize will be forfeited. Return flights to Denpasar based on travel ex Sydney for departures leaving 01-31JUL11.

Cancellation and change fees may apply. Accommodation based on 2 superior double/twin rooms at the Bali Niksoma Resort, including breakfast.

Brazil package valid for 2 people for travel any time in 2011 or prize will be forfeited. Return flights to Rio de Janeiro based on travel ex Perth for departures leaving 01-31JUL11.

Cancellation and change fees may apply. Accommodation based on a superior double/twin room at the Porto bay Rio International, including breakfast.

Hawaii package valid for 3 people for travel any time in 2011 or prize will be forfeited.

Return flights to Honolulu based on travel ex Perth for departures leaving 01-31JUL11.

Cancellation and change fees may apply. Accommodation based on a city view triple, room only, at the Sheraton Waikiki.

South Africa package valid for 3 people for travel any time in 2011 or prize will be forfeited.

Return flights to Cape Town based on travel ex Sydney for departures leaving 01-31JUL11.

Cancellation and change fees may apply. Accommodation is based on 1 standard double/twin room and 1 single room at the Grand Daddy.

All dates are subject to availability and must be booked at least 1 month prior to departure.

Blackout periods may apply. All travel is subject to STA Travel Pty Ltd's conditions.

Availability at all times may be dependent on select seat class with airlines or availability. All bookings and documentation regarding the Prize must be made via STA Travel Pty Ltd or their agents. The winner and companion/s must be in possession of a valid passport with a minimum of 6 months validity on it prior to departure for all international travel. No portion of the Prize is redeemable for cash. The Prize is non refundable or transferable.