

“2009 AUSTRALIAN PORK LIMITED ANNUAL SURVEY”

HOW TO ENTER

To be eligible to enter, Eligible Entrants must receive a survey invitation email from Piazza Research on behalf of Australian Pork Limited. Eligible Entrants must then follow the instructions in the email to fully complete the official ‘2009 Australian Pork Limited Annual Survey’ (“Survey”) during the survey period. Eligible Entrants can complete the Survey by any one of the following methods:

- i) ONLINE: Eligible Entrants must follow the weblink in the email to fully complete and submit the Survey, including providing the requested details such as their first name initial, last name, postcode and contact number between 9am AEDST on 16 October 2009 and 9pm AEDST on 16 November 2009;

OR

- ii) MAIL: Eligible Entrants can request a hard-copy of the Survey from Piazza Research by sending an email to vanessa@piazzaresearch.com.au requesting a PDF printable version of the Survey. The Survey will then be sent to the Eligible Entrants (via return email) who must print and fully complete the Survey, including providing their first name initial, last name, postcode and contact number. Entrants must then send the fully completed Survey to Piazza Research, “Confidential Survey”, PO Box 575, Woden ACT 2606 so that it is received by last mail on 16 November 2009.

TERMS AND CONDITIONS

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this competition is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents (with the exception of ACT and NT residents) aged 18 years or over who are officially registered as pork producers with Australian Pork Limited. (“Eligible Entrants”).
3. Employees (and their immediate families) of Australian Pork Limited and agencies associated with this competition 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 1st cousin.

4. Australian Pork Limited 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 Australian Pork Limited's discretion. Failure by Australian Pork Limited to enforce any of its rights at any stage does not constitute a waiver of those rights.
5. Incomplete, indecipherable or illegible entries will be deemed invalid.
6. Only one entry permitted per person.
7. If there is a dispute as to the identity of an entrant, Australian Pork Limited reserves the right, in its sole discretion, to determine the identity of the entrant.
8. The competition period commences on 16 October 2009. Online entries close at 9pm AEDST on 16 November 2009 and mail entries close last mail received on 16 November 2009. The draw will take place at Anisimoff Legal, Level 4, 448 St Kilda Road, Melbourne VIC 3004 on 23 November 2009 at 2pm AEST.
9. Winners will be notified by mail and telephone and winners' names will be published in The Australian on 7 December 2009.
10. The Australian Pork Limited's decision is final and no correspondence will be entered into.
11. The first two (2) valid entries drawn will each win a trip for one (1) adult to the 6th Pan Pacific Pork Expo at the Gold Coast held from 16/06/10 to 17/06/10 valued at up to \$2,500 depending on point of departure. Prize includes two (2) nights twin share accommodation at a venue chosen by Australian Pork Limited for the winner. If the winner is not from Queensland, the prize also includes return economy airfares from the winner's nearest capital city or major regional airport to Gold Coast International Airport. If the winner is from Queensland, then the prize does not include airfares and the airfare component of the prize is not redeemable for cash. Spending money, insurance, items of a personal nature, and all other ancillary costs are not included. Selected meals transport to and from departure point, transfers and in-room charges may be included at the discretion of Australian Pork Limited. Prize must be taken from 16/06/10 to 17/06/10 and is subject to booking and flight availability.
12. The winner must depart from and return to the same departure point. Winners acknowledge and agree that the accommodation element of the prize may be twin share, as determined by Australian Pork Limited in its absolute discretion.
13. Itinerary to be determined by Australian Pork Limited in its absolute discretion.
14. Frequent flyer points will not form part of the prize.

15. Prize is subject to the standard terms and conditions of individual prize and service providers.
16. Winner may be required to present credit card at time of accommodation check in.
17. If for any reason a winner does not take the prize or an element of the prize at the time stipulated by Australian Pork Limited, then the prize or that element of the prize will not be redeemable for cash.
18. In the event of war, terrorism, state of emergency or disaster, Australian Pork Limited reserves the right to cancel, terminate, modify or suspend the competition, subject to any written directions from a relevant regulatory authority.
19. Prizes will be awarded to the owner of the respective winning pork producing business who may, in his/her absolute discretion, allocate the prize to any employee of that store. The owner must notify (in writing) Australian Pork Limited of that transfer by 1 April 2010 and must not issue the prize without Australian Pork Limited's approval. Approval of the transfer is at Australian Pork Limited's sole discretion.
20. Subject to the unclaimed prize draw clause, if for any reason a winner does not take the prize or an element of the prize at the time stipulated by Australian Pork Limited, then the prize or that element of the prize will be forfeited.
21. If any prize (or part of any prize) is unavailable, Australian Pork Limited, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
22. Total prize pool value is up to \$5,000.
23. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
24. A draw for any unclaimed prizes may take place on 22/03/10 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners' names will be published in The Australian on 29/03/10.
25. All entries submitted become the property of Australian Pork Limited. Entries will not be returned to any entrant. As a condition of entering into this competition, each entrant licences Australian Pork Limited to use their entry in any media for an unlimited period for any reason including but not limited to future survey, marketing or publicity purposes. Each entrant warrants to Australian Pork Limited that each entry submitted is an original literary work of the entrant that does not infringe the rights of any third party. The entrant

agrees to indemnify Australian Pork Limited against all costs and claims by third parties arising from a breach of this warranty. Entrants consent to any use of their entry which may otherwise infringe their moral rights pursuant to the Copyright Act 1968 (Cth).

26. Entrants consent to Australian Pork Limited using the entrant's 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 competition (including any outcome), and promoting any services distributed and/or supplied by Australian Pork Limited.
27. If this competition 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 Australian Pork Limited, Australian Pork Limited 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 competition, as appropriate.
28. Any cost associated with accessing the competition website is the entrant's responsibility and is dependent on the Internet service provider used.
29. Except for any liability that cannot be excluded by law, Australian Pork Limited (including its 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 competition, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under Australian Pork Limited'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 Australian Pork Limited) due to any reason beyond the reasonable control of Australian Pork Limited; (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) taking of a prize and or attendance at a prize event.
30. As a condition of accepting the prize, the winner may be required to sign legal documentation as and in the form required by Australian Pork Limited and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
31. Upon receipt of completed entries and determination of their validity, Piazza Consulting will de-identify the entrant's survey responses and may share this de-identified information with third parties. All personal details of entrants will be used solely for the purposes of conducting this competition in accordance with Australian privacy laws, unless the entrant expressly consents to their personal information being entered into a database for future marketing and survey activities. Entrants should direct any request to access, update or correct information to Australian Pork Limited.

32. This competition is conducted by Australian Pork Limited (ABN 83 092 783 278) of Cnr Denison & Geils Court, Deakin West ACT 2600, telephone (02) 6285 2200.

| NSW Permit No. LTPS/09/[9818](#)