

## Terms and Conditions of Entry – TorchMedia BWS Competition

1. Information on how to enter form part of the terms and conditions of entry. The competition is open to all residents of Australia. Employees of the Promoter and their immediate families and agencies associated with this promotion are ineligible to enter.
2. Participants can enter by sending an SMS containing the word TorchMedia to 191011.
3. Promotion will be advertised on a direct mail piece during the promotional period. The codeword will be displayed and participants will be advised to text in the codeword to the SMS number provided.
4. Entry is open to all permanent residents of Australia who must be 18 years or older. SMS entry will not exceed \$0.55 cents including GST. Permission of the phone account holder must be obtained prior to entry being made. A limit of 1 entry per member per day applies.
5. Incomplete or incomprehensible entries will be ineligible and disregarded. Unrecognised or incorrect entries will not be accepted. Entries that do not comply with the format requirement for entry will not be accepted.
6. Entries will be deemed to be accepted at the time of receipt and not the time they are sent or uploaded. The Promoter takes no responsibility for late, lost or misdirected entries. Multiple entries into the major prize draw are accepted but each entry must be separate. Entries that do not comply with the format requirement for entry will not be accepted.
7. The competition commences on 28<sup>th</sup> July 00:01 (EST) and concludes on 22<sup>nd</sup> September 2008 at 23:59 (EST).
8. The draw for the winners will take place on 23<sup>rd</sup> September 2008 at 10:00 EST at 27b Makinson Street Gladesville, NSW 211 using the XY InterAct Computer Draw System. Prizes cannot be transferred, exchanged or redeemed for cash. The Winner will be published in the Australian Newspaper on the 25<sup>th</sup> of September in the Public Notices Section.
9. There is only one prize - details are as follows:
  - a. A TorchMedia \$500.00 Wish Voucher and a Husky Bar Fridge Value: \$631.00
10. The promoter reserves the right to request winners to provide proof of identity, and proof of residency at the nominated prize delivery address. Identification considered suitable for verification is at the discretion of the promoter.
11. The Promoter and their associated agencies and companies associated with this promotion will take no responsibility for prizes damaged or lost in transit. Prizes cannot be transferred, exchanged or redeemed for cash
12. Prize winners are advised that Tax implications may arise from their prize winnings and they should seek independent financial advice prior to the acceptance of the prize.
13. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of the prize, if the Promoter determines, in their absolute discretion, that a winner is not in the mental or physical condition necessary to be able to safely participate in the prize. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
14. If for any reason this promotion is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the promoter, which corrupt or affect the administration security, fairness or integrity or proper conduct of this promotion, the promoter reserves the right in its sole discretion to, take any action that may be available, and to cancel, terminate, modify or suspend the competition, subject to state permit regulation. The Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process which as a result corrupt or affect the administration security, fairness or integrity or proper conduct of the competition.
15. The Promoter accepts no responsibility for any entries lost in transit or not received by the time of the draw due to technical disruptions or any other reason beyond the control of the Promoter.
16. In the case of the intervention of any outside agent or event which naturally changes the result or prevents or hinders its determination, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strikes; the Promoter may in its absolute discretion cancel the event and recommence it from the start on the same conditions subject to state legislation.
17. To the extent permitted by law, the Promoter excludes liability for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment, software, technical problems or traffic congestion on telephone networks or lines.
18. All winners will be notified by phone except in the case of an Australian Capital Territories (ACT) winner who will be contacted by mail.
19. Employees and their immediate families of XY InterAct and all agencies and companies associated with the promotion are ineligible to enter.
20. Prize values are the recommended retail value as provided by the supplier and are correct at time of printing. All prize values are in Australian dollars unless where stipulated. The Promoter takes no responsibility, nor accepts any responsibility for any variation in prize values.
21. If for any reason any element of the prize/s becomes unavailable for any reason, which is out of the promoters control then a similar prize to equal value, will be awarded in lieu.
22. In order to provide a valid SMS entry, entrants must submit their entry via a mobile phone with a reply path. Each entry must be paid for. The SMS message must have passed through a Telecommunications carrier's network to XY MOBILEinteract database. SMS entries submitted via computer modems, programs or any other means other than a mobile phone as specified above will be deemed invalid. The Promoter and the service provider accepts no responsibility for any SMS messages lost in transit or not received by the time of the draw due to technical disruptions or any other reason beyond the control of the Promoter. For SMS entrants, the time of entry will in each case be by the time the SMS message has passed through the Telco carriers network and been received by the MOBILEinteract SMS database.
23. XY InterAct and all associated agencies will not be held liable for any loss or damage whatsoever which is suffered (including but not limited to direct or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s, except for any liability which cannot be excluded by law.
24. All entries become the property of the Promoter and will be used solely for the purpose of conducting this promotion. All personal details of winning entrants will be stored electronically at the office of the Promoter or its agency acting on its behalf in relation to this promotion. A request to access, update or correct any information should be directed to the Promoter. A copy of the Promoter's privacy policy in relation to treatment of personal information collected may be obtained by contacting the Promoter.
25. In the event that for any reason whatsoever 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 cash will not be awarded in lieu of that element of the prize.
26. The Promoter is: TorchMedia Pty Ltd, ABN 14 124 464 428
27. Authorised under permit numbers: NSW: LTPS/08/06977, ACT: TP 08/03052, SA: T08/2863 )