

NETWORK TEN PTY LIMITED
ABN 91 052 515 250

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TERMS & CONDITIONS OF ENTRY

KICK ASS GIVEAWAY PROMOTION

1. Information on how to enter form part of the terms and conditions of entry. This is a game of skill and chance plays no part in determining the winner.
2. To submit a valid entry eligible participants are required to answer the competition question posted on www.the7pmproject.com.au (the 'Website'). Participants may enter as many times as they wish.
3. Entry is via the Competition page and Forum on the Website. To enter entrants **must** complete or have already completed the sign-in registration on the Network Ten website www.ten.com.au. The ten most creative/original entries as determined by a judge/panel of judges will be selected.
4. Entries will be deemed to be accepted at the time of receipt and not the time they are sent or uploaded. Incomplete or incomprehensible entries, or entries that do not comply with the format requirements (if any) will be ineligible and disregarded. Entries which are not appropriate to be posted on the Website or which do not otherwise comply with any of the Website Terms of Use may be taken down and not considered as part of the promotion. The Promoter, the Producer and their associated agencies and companies take no responsibility for late, lost, misdirected or non compliant entries.
5. Entry is free, however internet connection or other communications rates may apply.
6. Entrants can be under the age of 18 years of age, however, enjoyment of the prize is subject to the prize's classification or other age restrictions.
7. The competition commences on **Wednesday 07 April 2010 at 4.00pm (AEST)** and concludes on **Thursday 08 April 2010 at 2.00pm (AEST)**.
8. Judges decision is final and no correspondence will be entered into.
9. **Prizes and values are as follows:**
 - 15 x winners will receive 1 x double pass to the film 'Kick Ass'.**
 - Prize is valued at approximately \$34.00 (RRP) each. Total value of prizes: approximately \$510.00.**
 - 4 x winners will receive 1 x 'Kick Ass' pack.**
 - Prize is valued at approximately \$20.00 (RRP) each. Total value of prizes: approximately \$80.00.**
10. The Promoter or the Producer reserve 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, Producer and their associated agencies and companies 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 and the Producer reserve the right to refuse to allow a winner to take part in any or all aspects of the prize, if the Promoter or the Producer 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 or Producer in their 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 and the Producer, which corrupt or affect the administration security, fairness or integrity or proper conduct of this promotion, the Promoter or the Producer reserve the right in their sole discretion to take any action that may be available, and to cancel, terminate, modify or suspend the competition, subject to state permit regulation where applicable. The Promoter and the Producer reserve the right in their sole discretion to disqualify any individual who tampers with the entry process which as a result corrupts or affects the administration, security, fairness or integrity or proper conduct of the promotion.
15. Neither the Promoter, Producer or their associated agencies or companies accept any 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 or Producer.
16. To the extent permitted by law, each of the Promoter, Producer and their associated agencies and companies exclude all 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.
17. Employees and their immediate families of the Promoter, Producer and all agencies and companies associated with the promotion are ineligible to enter.
18. All daily winners will be notified by email, telephone or text message and may be announced on the Website or the television program "The 7pm Project".
19. If a winner decides not to accept their prize, the winner will forfeit their prize. The Judges will then judge the remaining entries and choose a replacement winner. In order to forfeit the prize, the winner may be required to fill out a form confirming their renouncement of their prize. No further correspondence will take place between the original winner and the Promoter or the Producer after a prize has been forfeited.
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, Producer and associated agencies or companies take no responsibility, nor accept 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 Promoter's or the Producer's control then a similar prize to equal value, will be awarded in lieu.
22. The Promoter, Producer and all their associated agencies and companies 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.
23. All entries become the property of the Promoter and will be used for the purpose of conducting this promotion and may be used by the Promoter and the Producer in all media throughout the world in perpetuity, including without limitation by means of the television program "The 7pm Project" and the Website without restriction. 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.
24. 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.
25. The Promoter is: Network TEN Pty Ltd, 1 Saunders Street, Pyrmont NSW 2009 ABN: 91 052 515 250.

26. The Producer is: Roving Enterprises Pty Ltd, PO Box 212, Richmond VIC 3121, ABN 086 988 749, its licensees and assigns, for TEN.