

Conditions of Entry – imagination at work TV Subscriber Competition

General

1. Information on how to enter and prizes form part of the Conditions of Entry. Entry into this competition deems acceptance of these Conditions of Entry. To the extent of any inconsistency between these Conditions of Entry and any other reference to this competition, these Conditions of Entry prevail.

Who can enter

Entry is open to all residents of Australia except employees and immediate families of the Promoter, associated companies and agencies and participating outlets. Immediate family means any of the following: spouse, ex-spouse, defacto 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. The Promoter is The One Centre Group Pty Ltd (ABN 18 145 315 466) of Level 2, 85 Commonwealth St Surry Hills NSW 2010, Australia.

2. All entrants under the age of 18 must obtain the prior permission of their legal parent or guardian over the age of 18 to enter. The parent or guardian may be called to verify consent and may be required to sign a release at the discretion of the Promoter. The release will also require the winner's parent or guardian to accept responsibility for the acts and forbearances of the winner. The release must include the full name, address and telephone number of the winner's legal guardian. Failure to provide such proof, particulars or releases will immediately invalidate the winner's entitlement to the prize, subject to State and Territory legislation.

How to enter

3. Entrants may enter the competition by:
 - 4.1 Visiting the website www.imaginationatwork.com.au/ and viewing any video; and then
 - 4.2 Submitting their original entry at the website www.imaginationatwork.com.au/ by following the online instructions.
4. Entries must include all requested contact details to be eligible to win. Entrants may only enter in their own name. Inaudible, incomprehensible, illegible, and incomplete entries will be deemed invalid.

Number of Entries permitted

5. Entrants may only enter once per month. (i.e. once in June, July, August, September, October or November). Entrants may only enter in their own name.

Open, Close, Draw and Publish dates

6. The competition commences **20/06/2011** at **00:01** AEST and closes **30/11/2011** at **23:59** AEDT. There is prize on offer for each month of the competition. Draws will be conducted at the Promoter's premises on the following dates and times for entries received to the following dates and times (all times are based on Sydney local time):

Draw number	Open date and time	Close date and time	Draw date and time	Winner notification date
1	06/06/2011 at 00:01	30/06/2011 at 23:59	05/07/2011 at 11:00	07/07/2011
2	01/07/2011 at 00:01	31/07/2011 at 23:59	05/08/2011 at 11:00	08/08/2011
3	01/08/2011 at 00:01	31/08/2011 at 23:59	05/09/2011 at 11:00	07/09/2011
4	01/09/2011 at 00:01	30/09/2011 at 23:59	05/10/2011 at 11:00	07/10/2011
5	01/10/2011 at 00:01	31/10/2011 at 23:59	04/11/2011 at 11:00	07/11/2011
6	06/06/2011 at 00:01	30/11/2011 at 23:59	05/12/2011 at 11:00	07/12/2011

7. The winners will be notified by email and published online on the dates listed in the table above and names of any Victorian winners will be published in The Age Newspaper on 15/12/2011.
8. Prizes will be sent within 28 days.
9. From all entries, the Promoter may conduct such further draws on 08/03/2012 at the same time and place as the original draw in order to distribute any prizes unclaimed by this date, subject to State and Territory legislation. Winners of any further draws will be notified by mail and their names will be published in The Australian newspaper on 13/03/2012.

Prizes on offer

10. Total prize value is \$4,404.00 (Including GST), as at 24/05/11. There will be one winner of each draw. The six winners of draws 1 to 6 will each receive an iPad 2 (32 GB with Wi-Fi) and a iPad Smart Cover valued at \$734.00 each.

Further conditions of entry

11. If for any reason this competition is not capable of running as planned including infection by computer virus, mobile phone failure, line drop out, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupts or affect the administration security, fairness, integrity or proper conduct of this promotion, the Promoter [subject to state and territory legislation] reserves the right to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the promotion. The Promoter and their associated agencies and companies will not be liable or responsible for any problems or technical malfunction of any telephone network or lines, computer or line systems, servers, or providers, computer equipment, software, technical problems of the phone or of any phone network, or any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur during the draw; whilst undertaking any travel won on or connected with their entry into the draw; in the participation in any prize; as a consequence of late, lost or misdirected mail, email SMS or phone call; due to the broadcast of any program relating to the competition or the publication of any material, including any statements made by any compere, staff member, journalist, other entrants or any other person; any injury or damage to entrant's or any other person's computer software or phone; or any combination thereof, related to or resulting from participation or sending or receiving of any communication or of any materials in this competition.
12. Any entrant found to be using any form of software or third party application to enter multiple times (including scripting software) will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any awarded prize back to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.
13. Any entrant found to have used a third party (including online competition entry site) to enter on their behalf will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any awarded prize back to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.
14. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State Regulation. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
15. The Promoter highly recommends a current residential street address be provided when requested for ease of correspondence and potential prize delivery. The Promoter makes all reasonable efforts to deliver prizes to the addresses provided by competition entrants. The Promoter cannot guarantee that any prizes returned to the Promoter due to non-delivery at the provided address will be re-sent to the prize winner.
16. The Promoter reserves the right to request winners to sign a winner's deed of release or any other relevant forms or agreements that the Promoter deems necessary, to provide proof of identity, proof of age, proof of residency at the nominated prize delivery address and/or proof of entry validity (including phone bill) in order to claim a prize. Proof of identification, residency, age and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
17. The Promoter reserves the right to redraw in the event that an entrant, claiming to be a winner, is unable to satisfy these Conditions of Entry.
18. The Promoter's decision in relation to any aspect of the competition is final and binding on each person who enters. No correspondence will be entered into. No responsibility is accepted for late, lost or misdirected entries. Prizes are subject to availability, not transferable or exchangeable and, with the exception of cash prizes, cannot be taken as cash. Prizes will be sent to the winner's nominated address as stated in their original entry. The Promoter and their associated agencies, and companies associated with this promotion will take no responsibility for prizes damaged or lost in transit.

Copyright, Statutory guarantees, Waiver and liability

19. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the competition on the dates and in the manner described in these Conditions of Entry, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to any written directions given under the Lottery and Gaming Regulation 1993 (SA).
20. All entries and any copyright subsisting in the entries become and remain the property of the Promoter who may publish or cause to be published any of the entries received. The Promoter collects entrants' personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying winners) and for related purposes which would reasonably be expected without your permission. For example, we may from time to time use your personal information to provide you with information about products and services which we expect may be of interest to you. However, we do respect your right to direct us not to do this if and when any future communication is sent to you by the Promoter. We do not sell personal information to other organisations. We may disclose personal information to essential service providers who provide services in connection with our products and services. You may request access to your personal information by writing to The Privacy Officer, Legal Compliance Department, The One Centre Group Pty Ltd (ABN 18 145 315 466) of Level 2, 85 Commonwealth St Surry Hills NSW 2010, Australia.

21. In participating in the prizes, the winners agree to participate and co-operate as required in all editorial activities relating to the Competition, including but not limited to being interviewed and photographed. The winners (and their companions) agree to granting the promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide, including online social networking sites, and the winners (and their companions) will not be entitled to any fee for such use.
22. Prize winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of that prize.
23. Nothing in these Conditions of Entry limit, exclude or modify or purports to limit, exclude or modify the statutory implied guarantees/warranties as provided under the Trade Practices Act, ASIC Act, or the Competition and Consumer Act including the statutory consumer guarantees under the Australian Consumer Law or similar laws in the State and Territories of Australia ("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 promotion.
24. The Promoter (including its' officers, employees and agents) excludes all liability for any loss (including, without limitation, indirect, special or consequential loss or loss of profits or opportunity), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this competition including taking 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), including the Non-Excludable guarantees. Any change in value of the prize occurring between the publishing date and date the prize is claimed is not the responsibility of the Promoter.

Authorised under

NSW Permit No. LTPS/11/04991, ACT Permit No. TP11/02212.