

## City-Bay term's & Conditions:

### Terms & Conditions:

- Participation in this promotion is deemed acceptance of these Terms and Conditions.
- Entry is open to residents of Australia only.
- To enter, consumers must complete the online entry form located at [www.city-bay.org.au](http://www.city-bay.org.au) and enter the Sunday Mail City-Bay Fun Run.
- Promotion commences 27/6/10. Entries close at 11:59pm CST on 31/8/10. The draw will take place at 73 Wakefield Street, Adelaide on 3/09/10 at 3pm.
- The winner will be notified by phone and mail 2 weeks prior to the 19<sup>th</sup> September and the winner's name will be published in The Advertiser on Tuesday 7<sup>th</sup> September 2010
- The Promoter's decision is final and no correspondence will be entered into.
- The first valid entry drawn will win a 2009 Toyota Yaris YR 3 Door Manual Hatch valued at \$17,900 inc. 3 months registration, SA Stamp & dealer delivery. Additional insurance, options, petrol and all other ancillary costs are the responsibility of the winner.
- If under 18, parents permission to enter the competition.
- If the winner of the prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian on behalf of the winner.
- Subject to the unclaimed prize draw clause, if for any reason a winner does not take the prize by the time stipulated by the Promoter, then the prize will be forfeited.
- Entry's accepted online only
- Only one entry permitted, per participant
- Employees (and their immediate families) of the Promoter, participating retailers and agencies associated with this promotion 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, stepsister or 1st cousin.
- No business or commercial entries (as determined by the Promoter) will be accepted.
- The Promoter 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. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
- If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of the equal value and/or specification, subject to any written directions from a regulatory authority.
- Total prize pool value is up to AU\$17,900.
- The prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash.
- Entrants consent to the Promoter 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 products manufactured, distributed and/or supplied by the Promoter.
- If this promotion 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 the Promoter, the Promoter 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 promotion, as appropriate.

- Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
- Except for any liability that cannot be excluded by law, the Promoter (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 Promotion, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter'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 the Promoter) due to any reason beyond the reasonable control of the Promoter; (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) use of the prize.
- As a condition of accepting the prize, the winner may be required to sign legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
- The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to access, update or correct information to the Promoter. All entries become the property of the Promoter.
- The Promoter is City-Bay Fun Run Committee (ABN 038 79 756) of 73 Wakefield Street, Adelaide SA 5000, Telephone 8232 6184. Authorised under SA Permit No. **T10/1382**