

**The Trustee for Amy Gillett Foundation Trust T/A Amy Gillett Foundation
Road Right Program 2009 - 2010
Terms and Conditions**

1. Information on how to enter forms part of the terms of entry. Entry into the competition is deemed acceptance of these terms and conditions.
2. Entry is open to all residents of Australia who hold a valid car drivers licence learners permit and accredited driving instructors. However, employees and their immediate families of Amy Gillett Foundation and their associated agencies and companies are not eligible to enter.
3. The competition commences on 20 July 2009 at 00:01 (AEST) and concludes on 30 June 2010 at 23:59 (AEST).
4. To enter, participants must log onto www.amygillett.org.au and register their details including (but not limited to) name, address, phone number, e-mail address, learners drivers licence number along with the correct answers to the Road Right Quiz.
5. The entrant will be given the opportunity to "Refer A Friend" while completing their entry as stated above. The entrant will receive one bonus entry (subject to referee successfully registering and completing all entry requirements) into the major draw for each referred friend who enters.
6. 240 x Instant winner prizes will be available to random valid entrants. Participants will be notified immediately if they are an instant winner and what prize they have won. Instant winners will be issued a 6 digit unique Prize Claim Number as determined by the Beinteractive Pty Ltd Instant Win system. The unique 6 digit Prize Claim Number will need to be recorded by the participant for prize verification purposes. In the event of any dispute with the Promoter, or at the Promoter's request, Instant Winners will be required to correctly quote their unique Prize Claim Number to be awarded their prize. The Promoter reserves the right to withhold the awarding of an instant prize to a participant who cannot provide a valid, unique Prize Claim Number. Any unclaimed or un-verified prizes will be awarded during the second chance draw. Entrants who are not instant winners will be notified that they have been automatically entered into the unclaimed prize draw
7. Entrants under the age of 18 must obtain the prior permission of a parent or guardian over the age of 18 to enter.
8. Incomprehensible and illegible entries will be deemed invalid.
9. Entrants (including winners) in the competition may complete the quiz as many times as they like, however they will only receive one entry per month to win a prize. Only one prize per person is permitted (SA residents are entitled to win more than one prize).
10. An Accredited Driving Instructor is only eligible to win one prize throughout the promotional period (SA residents are entitled to win more than one prize).
11. The Promoter reserves the right to request winners to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity in order to claim a prize. Proof of identification, residency 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.
12. The Promoter reserves the right to verify the validity of entries and contact the relevant states licensing authorities to verify the validity of the learners permit and to disqualify any entry which, in the opinion of Promoter, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these Terms & Conditions of Entry or who has, in the opinion of Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter. The Promoter reserves the right to disqualify a winner if Promoter becomes aware that the winner and/or the winner's entry is of a type described in this clause.

13. Entries must be received by 23:59 (AEST) on 30 June 2010. The time of entry will in each case be the time the entry is received by the Beinteractive Pty Ltd database. The Promoter accepts no responsibility for any late, lost or misdirected entries including messages not received by the Promoter or delays in the delivery of the message due to technical disruptions, network congestion or for any other reason.
14. The cost of accessing the promotional website will be dependant on the entrant's individual Internet Service Provider.
15. The prize includes:
Instant Win Prizes:
 240 x BlueSkyFrog Bugz Packs (50 Bugz per Pack) valued at \$15.00 per pack.

Monthly Prize Draws:

Monthly Draw	Prize	Value
July 2009	1 x Oakley Voucher	\$500
August 2009	1 x Malvern Star bike voucher	\$500
September 2009	10 x Village Cinema Vouchers (\$150) and 1 x Hog's Breath Café Voucher (\$350)	\$500
October 2009	1 x Oakley Voucher	\$500
November 2009	1 x Malvern Star bike voucher	\$500
December 2009	10 x Village Cinema Vouchers (\$150) and 1 x Hog's Breath Café Voucher (\$350)	\$500
January 2010	1 x Everlast voucher	\$500
February 2010	1 x Oakley Voucher	\$500
March 2010	1 x Malvern Star bike voucher	\$500
April 2010	10 x Village Cinema Vouchers (\$150) and 1 x Hog's Breath Café Voucher (\$350)	\$500
May 2010	1 x Everlast voucher	\$500
June 2010	1 x Oakley Voucher	\$500

Accredited Driving Instructor Monthly Prize Draws:

12 x \$500 Petrol Vouchers. 1 x voucher each month throughout the promotional period.

Major Prize Draw:

1 x Mazda2 5-door Neo (1.5 litre 4-cylinder engine, five-speed manual gearbox, 15 inch steel wheels, air-conditioning, ABS with EBD and brake assist, dual front airbags, power windows and mirrors, MP3 compatible CD player.) Valued at a maximum of \$19,888.20 including dealer delivery, registration, CTP and stamp duty.

Insurance, petrol, additional options (including accessories) and all ancillary costs are the responsibility of the prize winner. Unless expressly stated in these terms and conditions all other expenses become the responsibility of the prize winner. The prize will be delivered to the closest Mazda Dealership to the winner's home address. The promoter is not liable for any costs associated with the collection of the prize. Any costs will be at the winner's expense. The prize may not be transferred or substituted except at the Promoters discretion.

The Promoters reserve the right to substitute a prize of equal or greater value due to prize unavailability. Any tax on the prize is the responsibility of the winner. Independent financial advice should be sought by any person participating in this promotion. Colour selection is at the promoter's discretion, and is subject to availability.

16. Total prize value is up to = \$35,488.20 (including GST)
17. Prizes can be transferred however cannot be redeemed for cash.
18. If the winner of the car is under the age of 18 as at the date of the draw, the vehicle will be transferred into the name of the winner's parent or guardian until the winner turns 18 years of age. If the winner of the car does not have a driver's licence, as at the date of the draw, the vehicle will be transferred into the name of a (licence holding) person nominated by the winner.
19. Comprehensive insurance, additional options and all ancillary costs (including travel to and from the dealership) are the responsibility of the winner. Unless expressly stated in these terms and conditions all other expenses become the responsibility of the winner.
20. Unless expressly stated in these terms and conditions all other expenses become the responsibility of the winner.
21. 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.

22. 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.
23. Once prizes have left the Promoter's premises, the Promoter takes no responsibility for prizes damaged, delayed or lost in transit.
24. By accepting the prize, the winner agrees to participate in and co-operate as required with all reasonable media editorial requests relating to the prize, including but not limited to, being interviewed and photographed, filmed and/or chaperoned throughout the duration of the prize.
25. In consideration for the Promoter awarding the prize to the winner, the winner hereby assigns to the Promoter all right, title and interest in and to all copyright in any material created pursuant to the winner's participation in any aspect of the prize (Works). The winner acknowledges that the Promoter is free to use the Works and to exercise its rights in relation thereto and the winner will not be entitled to any fee for such use.
26. In consideration for the Promoter awarding the prize to the winner, the winner hereby permits the winner's image and/or voice, as recorded, photographed or filmed during the winner's participation in the prize to appear in connection with Amy Gillett Foundation or the advertising or marketing thereof, in any media whatsoever throughout the world and the winner will not be entitled to any fee for such use.
27. 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.
28. Prize values are based upon the recommended retail prices at the time of printing (inclusive of GST). The Promoter accepts no responsibility for change in prize value between now and the ultimate prize redemption date.
29. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
30. Each valid entrant who has entered the competition over the duration of the promotional period will be entered into the draw. 1 x valid entry will be drawn each month throughout the promotional period (as per the table below). 1 x valid entry will be drawn from all referred Accredited Driving Instructors each month throughout the promotional period (as per the table below). 1 x Major Winner will be drawn from all valid entrants at random to become the winner. The draw will take place at Beinteractive Pty Ltd, Level 9, 155 George Street, Sydney NSW 2000, on 6 July 2010 at 15:30 (AEST).

Monthly Draw	Online @ 00:01	Offline @ 23:59	Draw @ 15:30	Winner Publication
July 2009	20-Jul-09	31-Jul-09	4-Aug-09	11-Aug-09
August 2009	1-Aug-09	31-Aug-09	1-Sep-09	8-Sep-09
September 2009	1-Sep-09	30-Sep-09	6-Oct-09	13-Oct-09
October 2009	1-Oct-09	31-Oct-09	3-Nov-09	10-Nov-09
November 2009	1-Nov-09	30-Nov-09	1-Dec-09	8-Dec-09
December 2009	1-Dec-09	31-Dec-09	5-Jan-10	12-Jan-10
January 2010	1-Jan-10	31-Jan-10	2-Feb-10	9-Feb-10
February 2010	1-Feb-10	28-Feb-10	2-Mar-10	9-Mar-10
March 2010	1-Mar-10	31-Mar-10	6-Apr-10	13-Apr-10
April 2010	1-Apr-10	30-Apr-10	4-May-10	11-May-10
May 2010	1-May-10	31-May-10	1-Jun-10	8-Jun-10
June 2010	1-Jun-10	30-Jun-10	6-Jul-10	13-Jul-10

31. At the conclusion of the competition all entrants excluding Instant Winning entries will be entered into

a draw to win any un-won instant win prizes. The draw will take place at Beinteractive Pty Ltd, Level 9, 155 George St, Sydney NSW 2000 on 6 July 2010 at 15:30 (AEST).

32. Programming and other quality control errors will not invalidate an otherwise valid prize claim.
33. Unless otherwise due to fraud or ineligibility under these conditions of entry, all existing claims for prizes and entitlements to claims will be met notwithstanding the advertised prize pool has been exceeded.
34. Printing errors or other quality control matters outside the control of the individual player shall not be used as the sole basis for refusing to award a prize.
35. The winners will be notified by telephone within 2 working days of the draw and will also be sent an email advising them of their prize. Prizes will be sent to winners within 28 days of the draw date. Winners of prizes valued over \$100 will be published in the Public Notices section of The Australian newspaper as per the table in Clause 30.
36. Prizes will only be awarded to the holder of the valid learner drivers licence.
37. Should an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to Promoter.
38. Subject to any written direction given under the relevant state regulation, an unclaimed prize draw will take place at Beintereactive Pty Ltd, Level 9, 155 George Street, Sydney NSW 2000 on 20 October 2010 at 15:30 (EDST) and winners of prizes valued over \$100 will have their details published in the Public Notices section of the Australian on 27 October 2010.
39. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the Competition result.
40. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements.
41. 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.
42. 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 terms and conditions, 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 State Regulation.
43. The Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect 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. The Promoter is not responsible for any incorrect or inaccurate information, either caused by the user or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.
44. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
45. Amy Gillett Foundation, Beinteractive Pty Ltd and their associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration

of entries, and reserves the right to take any action that may be available.

46. If for any reason this competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any 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 disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the competition, subject to any written direction given under State Regulation.
47. All entries become the property of the Promoter. The Promoter collects personal information about you to enable you to participate in this promotion but no further use of this information will be made without prior consent.
48. All entries become the property of The Promoter. All opt-in entries will be entered into a database and The Promoter may use the entrant's names, addresses and telephone numbers for future promotional, marketing and publicity purposes in any media worldwide without notice and without any fee being paid unless otherwise advised by the entrant. By opting-in, entrants confirm that they allow their details to be used for this purpose. If entrants no longer consent to their details being used for future marketing purposes, the entrant should contact The Promoter on their details set out below. Any request to update, modify or delete the entrant's details should be directed to The Promoter.
49. Beinteractive Pty Ltd, on behalf of Amy Gillett Foundation, is collecting the entrant's personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying winner). The entrant's personal information may be disclosed to Beinteractive Pty Ltd for this purpose. If you are not willing for this to occur you cannot participate in the Promotion.
50. Entrants' personal information may be disclosed to State and Territory lottery departments and winners' names published as required under the relevant lottery legislation. A request to access, update or correct any information should be directed to the Promoter.
51. The Promoter is The Trustee for Amy Gillett Foundation Trust T/A Amy Gillett Foundation. (ABN: 46 200 981 503) of Level 3, Suite 324, 1 Queens Road, MELBOURNE VIC 3004.

Authorised under NSW permit no: LTPS/09/05680, VIC permit no: 09/2014, ACT permit no: TP 09/02409, SA permit no: T09/1487.