

The Wide Format Online magazine \$250.00 per month draw

## COMPETITION TERMS AND CONDITIONS

### 1. INTRODUCTION

1.1 The following terms and conditions apply for The Wide Format Online magazine monthly draw and by submitting an entry into this Competition, entrants warrant that they have read, understand and agree to be bound by them.

1.2 These terms and conditions represent all the terms and conditions of this draw.

### 2. PROMOTER

The promoter is Wide Format Online magazine (ABN 80925177869)

### 3. DRAW

3.1 The draw will take place on the following dates:

1<sup>st</sup> of September 2009 at 9am

1<sup>st</sup> October 2009 at 9am

1<sup>st</sup> November 2009 at 9am

1<sup>st</sup> January 2010 at 9am

1<sup>st</sup> February 2010 at 9am

1<sup>st</sup> March 2010 at 9am

1<sup>st</sup> April 2010 at 9am

1<sup>st</sup> May 2010 at 9am

1<sup>st</sup> June 2010 at 9am

1<sup>st</sup> July 2010 at 9am

and thereafter on the 1<sup>st</sup> of each of the following months at 9am, except December at the premises of Wide Format Online magazine, being 15 Kahli Place, Carseldine, Queensland, 4034.

3.2 The winning individual will be notified immediately and his/her name will be published in the first available Wide Format Online newsletter.

3.3 In the event the winner cannot claim the prize a redraw will take place three months after the initial draw at 9am. Ie. 1<sup>st</sup> December 2009 at 9am for the August draw.

### 4. ELIGIBILITY

4.1 Entry is available to all members of the graphic arts industry from across Australia only.

4.2 Employees and the immediate families of the Promoter are ineligible to enter. Employees and the immediate families of all associated sponsors and participating companies are also ineligible to enter.

4.3 Entrants warrant that they are entering this Competition in a wholly private nature and are not entering on behalf of a business or enterprise activity they are involved in.

4.4 A person may only enter this draw once per month

### 5. METHOD OF ENTRY

5.1 To enter a person must use the web site entry coupon which is downloadable from the relevant button on either the Wide Format Online magazine or the Wide Format Online newsletters.

### 6. DRAW

6.1 Subject to State regulations, in the event that the Promoter becomes aware that the same person has been selected as a prize winner more than once, the Promoter will cause another name to be drawn/selected in their place.

### 7. PRIZE

7.1 All draw winners will be asked for their bank details in order that an EFT payment can be conducted. Alternatively a cheque will be sent.

## 8. NOTIFICATION

All prize winners will be notified via e-mail after each draw. It is up to the winner to make sure that he checks his e-mails for this notification. If a winner does not respond to this notification within 90 days of the notification, he/she will sacrifice the prize and a redraw will take place.

## 9. TAXES

Any tax payable as a result of a prize being awarded or received will be the responsibility of the prize winner. Winners should seek independent financial advice prior to accepting a prize if this is a concern.

## 10. PUBLICITY MATERIALS

10.1 It is a condition of entry that the Promoter has the right to publicise the name of each monthly draw winner including, if considered necessary a suitable photograph.

## 11. RELEASE AND INDEMNITY

To the extent permitted by law, all entrants release from, and indemnify the Promoter against all liability, cost, loss or expense arising out of acceptance of any prize(s) or participation in the Competition including (but not limited to) loss of income, loss of opportunity, personal injury and damage to property, whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise.

## 12. TAMPERING AND OTHER MATTERS

12.1 If for any reason this Competition is not capable of running as planned as a result of any (including but not limited to) technical failures, unauthorised intervention, computer virus, mobile phone failure, tampering, fraud or any other causes beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Competition, the Promoter reserves the right (subject to State regulations) to disqualify any individual who (whether directly or indirectly) causes the same and/or to cancel, terminate, modify or suspend the Competition.

12.2 The Promoter accepts no responsibility for any late, lost or misdirected entries including but not limited to electronic messages not received by the Promoter due to technical disruptions, network congestion or any other reason.

12.3 The use of any automated entry software or any other mechanical or electronic means that permits any person to enter the Competition repeatedly is prohibited.

## 13. EXCLUSION OF PARTICIPANTS

The Promoter reserves the right to exclude any person from participating in the Competition or a prize for any reason, including but not limited to, that person's medical condition or history, the preservation of the safety of the Promoter's staff members or any other person or because the Promoter deems that the behaviour of a person may bring the Promoter's brand into disrepute.

## 14. TERMINATION OF COMPETITION

The Promoter may (subject to State Regulations), vary the terms of or terminate this Competition at any time at its absolute discretion without liability to any contestant or other person. The Promoter will not award the prize if the Competition is terminated.

## 14. DECISIONS FINAL

All decisions and actions of the Promoter relating to the Competition and/or redemption of the prizes are exercised according its absolute discretion and are final. No discussions or correspondence with entrants or any other person will be entered into.

## 15. FAILURE TO ENFORCE TERMS AND CONDITIONS

A failure by the Promoter to enforce any one of these terms and conditions in any instance(s) will not give rise to any claim or right of action by any other person or contestant.