

## Terms & Conditions: Sign Up To Pre-Shop News And Win Promotion

### Acceptance by you

1. The Lasoo *Sign Up To Pre-Shop News And Win* promotion ("the competition") is provided by Lasoo Pty Limited ABN 67 122 895 318 of Level 17, 100 Arthur St, North Sydney 2060. These conditions (including without limitation the information on how to enter and prize details which we publish in relation to the competition) apply to the competition. By entering the competition, you acknowledge that you have read and understood, and agree to be bound by these conditions.

IF YOU DO NOT ACCEPT THESE CONDITIONS YOU MUST NOT ENTER THE COMPETITION.

### Entering the competition

2. Entry is only open to residents of Australia. Employees and the immediate families of the Promoter, and its associated companies and agencies are ineligible to enter.
3. If you are aged under 18, you must seek the consent of your parent or legal guardian before entering this competition.
4. To be eligible to enter, you must register to receive the Lasoo Pre-Shop News weekly newsletter at [www.lasoo.com.au](http://www.lasoo.com.au).
5. The competition runs from 13/02/09 at 12:01am Australian Eastern Standard Time (AEST) to 25/09/09 at 11.59pm AEST ("Promotional Period").

### Prizes

6. To be eligible to win the major prize, you must be subscribed to the Lasoo Pre-Shop News newsletter at the time of the prize draw.
7. There is one major prize for this competition. The major prize draw will take place at 11am AEST at Dialect Interactive, Level 17, 100 Arthur St, North Sydney 2060 on 01/10/09. The first valid entry drawn will be awarded the prize ("Winner"). The Winner will win a \$1000 gift card from either Westfield, Coles or Myer.
8. The total maximum value of all prizes is \$1000.
9. The promoter will contact all prize winners via email within 7 business days of them winning their prize to confirm their address details.
10. The major prize winner will have their details published in the Public Notice section of The Australian newspaper on 08/10/09.
11. All entries are deemed to be received at the time of receipt into the competition's database and NOT at the time of transmission by the entrant.
12. The Promoter may conduct an unclaimed prize draw at the same time and place as the original major prize draw on 4/1/10 at 11am to award the prize, subject to any written directions from any regulatory authority. The Winner of any unclaimed prize will have

their name and postcode published in The Australian on 8/01/10.

13. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event that they are a winner in any media for an unlimited period of time without remuneration for the purpose of promoting this promotion (including any outcome) and/or promoting any services or products provided by the Promoter and their associated companies.

#### **Disclaimers**

14. We are not responsible for any incorrect or inaccurate information, either caused by you or for any of the equipment or programming associated with or utilised in the competition, or for any technical error, or any combination thereof that may occur in the course of the administration of the competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, theft or destruction or unauthorised access to or alteration of entries.
15. Any form of automated entry using any other devices or software will be deemed to be invalid. We reserve the right to verify the validity of entries and to disqualify any entrant who tampers with the entry process or who submits an entry that is not in accordance with these conditions.
16. We are not responsible for lost, late, incomprehensible or incorrect entries in the competition. We also accept no responsibility for any tax implications that may arise from prize winnings in the competition. You should seek Independent financial advice about such matters.
17. In the event of war, terrorism, state of emergency, disaster or (without limitation) any other event outside our reasonable control, we are entitled to cancel, terminate, modify or suspend the competition - subject to any written directions from the various regulatory bodies responsible for supervising the conduct of the competition (the Lotteries Departments).
18. If for any reason the competition is not capable of running as planned (including but not limited to) technical failures, unauthorised intervention, fraud or any other causes beyond our control which corrupts or affects the administration, security, fairness, integrity or proper conduct of this competition, we are entitled in our sole discretion to disqualify any individual who tampers with the entry process, and (subject to any written directions given by the various Lotteries Departments), to cancel, terminate, modify or suspend the competition.

#### **Exclusions and our liability**

19. We shall not be liable for any loss or damage whatsoever which is suffered (including without limitation direct, indirect and consequential loss and damages) or for personal injury suffered or sustained as a result of entering or trying to enter the competition or accepting any prize offered as part of the competition, except for any liability which cannot be excluded by law.
20. The law implies various conditions and warranties which might apply to us supplying goods or services to you. We exclude all of those conditions and warranties to the

fullest extent permitted by law, including without limitation implied warranties of merchantability and fitness for a particular purpose.

21. Provisions of the Trade Practices Act 1974 and other statutes in some cases either cannot be excluded, restricted or modified; or can only be restricted or modified to a limited extent. If any of those provisions apply, then to the extent permitted our liability under those provisions is limited as set out below. Our liability in relation to goods we supply is limited at our option to: a) replacement of the goods or the supply of equivalent goods; or b) repair of the goods; or c) payment of the cost of replacing the goods or of acquiring equivalent goods; or d) payment of the cost of having the goods repaired; and our liability in relation to services we supply, is limited at our option to: a) the supplying of the services against; or b) the payment of the cost of having the services supplied again.

#### **Virus Warning**

22. In entering the competition, you assume the risks and responsibility for any loss, damage or consequence resulting directly or indirectly from viruses, damage or other defects.

#### **Termination**

23. We may terminate or cancel your entry in the competition immediately in our reasonable discretion or if you breach any of your obligations under these conditions.

#### **Your personal information**

24. As a result of you entering the competition, we will collect certain personal information about you, such as your email address. This information will be used to (i) send you news, information about our other promotions or products and/or general marketing material which we believe may be of interest to you; (ii) provide you with news, information and material in relation to the competition; (iii) monitor who is entering the competition; (iv) profile entrants. We may share your personal information for any purpose incidental to your entering into and our operation of the competition.
25. All entries become the property of the Promoter. By entering the competition, you are agreeing to receive further information from us delivered via email to the email address you use to enter the competition. If you wish to stop receiving this information, you may unsubscribe at any time using the unsubscribe facility included in each communication that we send you. We collect your information so that you can participate in the competition. If you do not give us the information, you cannot participate. We may use this information for the purposes of the conduct of the competition and the compilation of survey results and evidence. We may disclose this information to third parties who provide us with administrative services. This information will be stored at the office of the promoter. You can contact our Privacy Officer if you would like details of the personal information we hold about you at [www.lasoo.com.au/portal/homepage?footer=privacy](http://www.lasoo.com.au/portal/homepage?footer=privacy).

By entering the competition, you consent to us using and disclosing your personal information in these ways.

26. In addition, Dialect Interactive Pty Ltd will be providing the promoter with services that permit the running of the competition. In doing so and for that purpose, Dialect

will collect your details and provide them to us and others for that same purpose. If you are not willing for this to occur you cannot participate in this competition. You may access your personal information collected by visiting [www.dialectinteractive.com.au](http://www.dialectinteractive.com.au).

We will not otherwise disclose your personal information to third parties.

27. If you advise us that you do not wish us to use your personal information for any particular purpose, we will endeavour to take the necessary measures to meet your request. Exceptions to this are: (i) where we are required to disclose information by law; (ii) where we believe that the use or disclosure is reasonably necessary to assist a law enforcement agency or an agency responsible for government or public security as a necessary part of their business; and (iii) if we notify you of an intended use or disclosure of your information and you do not object to that use or disclosure.

**You indemnify us**

28. You release and agree to keep us indemnified from any claim, cost, demand, tax, liability or damage (including legal costs on a full indemnity basis) suffered or incurred by us, our directors, employees, agents and representatives arising out of your entry in the competition or any claim by a third party arising from an act or omission by you.

**Failure to comply and severability**

29. We are not liable for any failure to comply with these conditions. If any part or provision in these conditions is found to be invalid, unenforceable or illegal for any reason, that part or provision shall be severed and the remaining provisions shall continue in full force.

**Entire agreement and governing law**

30. These conditions constitute the entire agreement between you and us as to its subject matter. By entering the competition, you accept that this agreement is to be interpreted, and any disputes are to be determined by the courts having jurisdiction in New South Wales, in accordance with the laws in force in New South Wales from time to time.

**Permits**

NSW: LTPS/08/10959, ACT: 09/00132.1