

## TERMS AND CONDITIONS

### QRI Lifestyle

#### “Young Sports Achiever Awards” Promotion

By entering the “Young Sports Achiever Awards” promotion (“the Promotion”), you are agreeing to the following terms and conditions:

#### 1. **STANDARD TERMS**

- 1.1 Information on prizes and how to enter form part of the Promotion Terms and Conditions.
- 1.2 Entry into the Promotion deems acceptance of the Promotion Terms and Conditions.

#### 2. **PROMOTER’S DETAILS**

- 2.1 The Promoter is QRI Lifestyle, (ABN 40 342 992 636) of Level 2, 131 Leichhardt Street, Spring Hill QLD 4000.

#### 3. **WHO CAN ENTER**

- 3.1 Entry is open to current QR employees who are financial members of QRI Lifestyle, living in Queensland.

#### 4. **HOW TO ENTER**

The competition commences on 1 June 2009 and closes at midnight on 31 August 2009 (“Promotion Period”). All entries must be received via the entry form found at [www.qri.com.au](http://www.qri.com.au).

- 4.1 In order to enter, Queensland residents (“Entrants”) must nominate a boy or girl, aged between 5 - 18 years inclusive (“Nominee”) and compose and submit an answer to the promotional questions. The entry must also include the Entrant’s name, daytime contact telephone number (including STD area code), address, the age and name of the Nominee, the name of the Nominee’s parent or guardian, daytime contact telephone number (including STD area code) and address for the Nominee’s parent or guardian and a contact email address.
- 4.2 The entries will be judged by a panel of judges appointed by the Promoter. Ten prizes (“the Winner”) will be selected by the panel. The Winners will be the Entrants or Nominees whose entry fulfils the entry criteria and are judged as being the most worthy from the entries received.
- 4.3 Entries must be:
  - (a) the original independent creation of the Entrant or Nominee;
  - (b) free from any claims, including copyright or trademark claims, by other parties;
- 4.4 Entries are limited to one per person.
- 4.5 Entries will not be accepted via phone or SMS.
- 4.6 Entries must be received in accordance with clause 4.1.
- 4.7 Entrants must obtain the prior permission of the Nominee’s parent or guardian over the age of 18 to enter them in the Promotion.

## **5. PRIZE**

- 5.1 There are ten major prizes.
- 5.2 The Winner's prize consists of:

### **MAJOR PRIZE:**

- \$500.00 cheque
- Framed Certificate
- QRI Lifestyle Merchandise

### **TOTAL MAXIMUM VALUE OF EACH MAJOR PRIZE \$600.00 (excluding GST)**

- 5.3 In participating in the prizes, the Winner and their companions 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 Winner and his or her companions grant the Promoters a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide and the Winner and his or her companions will not be entitled to any fee for such use of footage and photographs.
- 5.4 Prizes are not transferable and cannot be redeemed for cash. Prize values are based upon the recommended retail prices at the time of printing (exclusive of GST). The Promoter accepts no responsibility for change in prize value between the commencement date of the Promotion and the actual travel date.

## **6. DETERMINATION AND NOTIFICATION OF WINNER**

- 6.1 All entries completed and submitted in accordance with these terms and conditions will be judged at QRI Lifestyle on 30 September 2009.
- 6.2 There is no element of chance in the judging of the promotion or determination of the Winner.
- 6.3 The Winner will be notified by telephone and letter.
- 6.4 The judges' decision is final and the Promoter and judges will not enter into correspondence regarding the result.
- 6.5 The Promoters reserve the right to refuse to allow the Winner to take part in any or all aspects of the prize, if the Promoters determine, in their absolute discretion, that the 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's parent or guardian may be required to sign a legal release in a form determined by the Promoters in their absolute discretion.

## **7. NO LIABILITY**

- 7.1 The Promoter, their related bodies corporate and associated agencies and companies associated with this promotion take no responsibility for late, lost or misdirected mail.
- 7.2 The Promoter, their related bodies corporate and their associated agencies and companies associated with this promotion will not be liable for any misadventure, accident, injury, loss or claim that may occur:
- (a) whilst undertaking any travel won on or connected with their entry into the promotion; or
  - (b) in the participation in any prize; or
  - (c) as a consequence of late, lost or misdirected mail; or

- (e) 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; or
- (f) due to circumstances outside the reasonable control of the Promoters, their related bodies corporate and their associated agencies and companies associated with this promotion; or
- (g) in relation to failure of an online entry to be received by the Promoters on account of technical problems or traffic congestion; or
- (h) due to circumstances beyond the Promoter's reasonable control.

7.3 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 their absolute discretion cancel the Promotion and recommence it from the start on the same conditions or such reasonable conditions providing for any unforeseen contingency.

7.4 The Promoter reserves the right to amend or vary these terms and conditions at its sole discretion, orally or in writing, for the purpose of production requirements.

7.6 The Promoter assumes 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.

7.7 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.

7.8 Prize winners may be required to seek independent legal advice as tax implications may arise through acceptance of the prize.

## **8. PRIVACY**

8.1 All entries become the property of The Promoter. All 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 entering the promotion, entrants confirm that they allow their details to be used for this purpose. If entrants do not consent to their details being used for future marketing purposes, the entrant should contact The Promoter on their details set out above. Any request to update, modify or delete the entrant's details should be directed to The Promoter.