

SMASH ENTERPRISES 'WIN ONE OF 5 IPADS' PROMOTION TERMS AND CONDITIONS

The following Terms and Conditions apply to the 'Win one of 5 iPads' promotion. Where there is any inconsistency, between these Terms and Conditions and any other material relating to this promotion, these Terms and Conditions will prevail.

Conditions of Entry

1. Information on how to enter, how to enter and details of prizes form part of these Terms and Conditions. Participation in the 'Win one of 5 iPads' ('**promotion**') constitutes acceptance of these Terms and Conditions. Only entries that are submitted and comply with these Terms and Conditions may take part in this promotion.

2. The Promoter is Smash Enterprises Pty. Ltd. (A.B.N. 52 091 134 708) of 33 Redland Drive, Mitcham Vic 3132.

3. Entry is only open to Australian and New Zealand residents. Directors, management and employees of the Promoter, its related companies and agencies, the immediate families of the above listed persons (including a spouse, parent, sibling or child, whether or not they live in the same household), and directors, management and employees of companies, business or individuals associated with this Promotion are ineligible to enter.

4. The Promotion will commence on Monday 5 December 2011, 00:00:01am AEDST and close on Sunday 26 February 2012, 11:59:59pm AEDST ('**Promotion Period**').

5. Chance plays no part in determining the winner. Incomplete, damaged or incomprehensible entries will be deemed invalid. The judges' and Promoters' decision in relation to any aspect of the promotion is final and binding on each person who enters. No correspondence will be entered into.

6. To be eligible to win, entrants must visit the 'Win one of 5 iPads' competition page at <http://www.smashenterprises.com.au/voteandwin/> during the competition period, enter the mandatory fields, choose their favourite Smash character from a selection of 12 characters and specify in 25 words or less why they have selected that specific character.

a. Competition form includes the following fields. Mandatory questions are marked with an asterisk:

- First Name *
- Surname *
- Email *
- Street Address
- Suburb
- State *

- Postcode
- Birthday *
- I am under 18 years of age*
 - o Yes
 - o No
- If yes, I have my parent's permission to enter this competition*
 - o Yes
- What is your favourite website to visit?
- Choose your favourite Smash character (includes names & imagery of each of the 12 characters)*
- Tell us in 25 words or less why you have selected this Smash character*

b. character names include:

- Luna
- Pom Pom
- Swift
- Sammy
- Skye
- Patch
- Blast
- Bomba
- Airborne
- Grumble
- Hero
- Chali

7. Entries must be submitted by 11:59:59pm AEDST on Sunday 26 February 2012. Entries become the property of the Promoter and will not be returned.

8. This is a game of skill and chance plays no part in determining the winners. Each entry will be individually judged based on the answer provided to the question 'Tell us in 25 words or less why you have selected this Smash character'. Judging will take place at Smash Enterprises, 33 Redland Drive Mitcham, at 11 am AEDST on Thursday 3 March 2012 by an independent panel of judges. The prize winners will be notified by email.

Major Prize

9. There are five (5) individual major prizes to be won across Australia and New Zealand:

- The five best valid entries, as decided by the panel of judges will be deemed the prize winners and will receive each 1 x 16GB WIFI Apple iPad2 of the value of AU\$579 incl GST and one Smash cover of the value of AU\$24.95 from Smash Enterprises Pty Ltd.
- Smash will incur the postage fee of the prize to each of the five competition winners (varying depending on location)

10. No other costs will be included and any related expenses will be at the winners' responsibility.

General Conditions

11. iPad model used as prize: 16GB WIFI Apple iPad2 (AU\$579 incl GST) plus a Smash iPad cover (AU\$24.95 incl GST).

12. Total prize pool for the Promotion is AUD\$3,019.75 (inclusive of GST).

13. Multiple entries permitted, subject to the following: (a) each entry must be substantially unique and (b) each entry must be submitted separately and in accordance with entry requirements. Should it be found that an entry has abused these terms and conditions, the entry will be deemed invalid and forfeit that entrant completely from the promotion.

14. If for any reason a winner does not take a prize by the time stipulated by the Promoter, then the prize or that element of the prize will be forfeited.

15. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification.

16. Should the winner of any prize not claim the prize, or the Promoter is unable to locate a winner by Monday 2 April 2012, the prize will be forfeited by the winner(s), with no liability whatsoever on the Promoter towards the prize winner(s).

17. The Promoter reserves the right to conduct further judging on Tuesday 3 April 2012 at the same time and place as the original judging in order to distribute any prizes that remain unclaimed by that date. Winners of the second judging will be notified via email on Monday 9 April 2012.

18. In the event that the winners are under 18 years of age, a parent or legal guardian must approve the winner's acceptance of the prize.

19. Prizes are not transferable or exchangeable and cannot be redeemed for any other form of compensation (including cash), unless otherwise specified. The value of the prizes is accurate as at the commencement of this Promotion. The Promoter and its associated parties accept no responsibility for any variation in the value of a prize after that date.

20. 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 promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

21. The Promoter may, in its absolute discretion, require entrants to validate any one or all of their entries in the Promotion at any time during the Promotion prior to being eligible to claim a prize. 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). The Promoter also reserves the right to request winners to provide proof of identity and residency at the nominated prize delivery address. Identification considered suitable for verification is at the discretion of the Promoter. Errors and omissions will be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

22. The Promoter may, at its absolute discretion, declare any or all entries made by an entrant invalid if the entrant:

- a. fails to establish their entitlement to enter the Promotion to the Promoter's satisfaction;
- b. tampers with or benefits from any tampering with the entry process or the operation of the Promotion;
- c. submits an entry which in the Promoter's opinion is not in accordance with these Terms and Conditions; or
- d. acts in a disruptive manner or acts with the intent to annoy, abuse, threaten or harass any other person. The Promoter's decision is final and no correspondence will be entered into.

23. If for any reason any aspect of this Promotion is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter may in its sole discretion, to the fullest extent permitted by law (a) disqualify any entrant; or (b) modify, suspend, terminate or cancel the promotion, as appropriate.

24. If any act or omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these Terms and Conditions (including awarding the prize or any part of the prize), the Promoter will not be liable for any failure to perform or delay in performing its obligations and the Promoter reserves the right (subject to any applicable law) to cancel, terminate, modify or suspend the Promotion.

25. All entries submitted become the property of the Promoter. As a condition of entering into this promotion, each entrant licences the Promoter to use their entry in any media for an unlimited period for any reason including but not limited to future promotional, marketing or publicity purposes. Each entrant warrants to the Promoter that each entry submitted is an original literary work of the entrant that does not infringe the rights of any third party. The entrant agrees to indemnify the Promoter against all costs and claims by third parties arising from a breach of this warranty. Entrants consent to any use of their entry, which may otherwise infringe their moral rights pursuant to the Copyright Act 1968 (Cth).

26. Any cost associated with accessing the promotion website is the entrant's responsibility and is dependent on the Internet service provider used.

27. 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 a prize/taking of a prize.

28. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings in Australia or New Zealand. Independent financial advice should be sought. Where the operation of this Promotion results in, for GST purposes, supplies being made for nonmonetary consideration, entrants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

29. 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, service providers, and prize suppliers. 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.

30. The laws of Australia apply to this promotion to the exclusion of any other law. Entrants submit to the exclusive jurisdiction of the courts of Australia.