

Australian Power & Gas Titans SMS competition

By entering the Australian Power & Gas Titans SMS Competition you are agreeing to the following terms and conditions:

1. Information on how to enter this competition forms part of the terms of entry.
2. Entry is open to Queensland residents only. Employees and their immediate families of the Promoter, 5th Finger Ltd, and their associated agencies and companies are not eligible to enter.
3. This competition commences at the opening of the Gold Coast Titans NRL season on 12th March 2010 and closes at the end of the first half of the last Gold Coast Titans home game before the 2010 NRL quarter finals.
4. This competition is to be promoted at participating Gold Coast Titans home game matches.
5. To enter this competition, eligible entrants must, prior to the end of the half time interval of each participating Gold Coast Titans home game, send an SMS text message containing the word 'power', their name and their postcode to 19955675.
6. The time of each entry is taken to be the time the SMS text message is received by the 5th Finger Ltd database and not at the time of transmission by the entrant.
7. Each SMS entry is charged at a premium rate of \$2.00 (including GST), which includes the cost of \$0.55 for the SMS entry and reply message sent to the entrant, and \$1.45 for a Titans content download. Standard carriage fees may apply.
8. By entering this competition, entrants consent to receiving a Titans content download on their mobile phone device.
9. Eligible entrants may enter this competition as many times as they like, as long as each entry is charged to an active mobile phone account.
10. Any attempts to enter this competition via the internet, computer generation or "scripting" are invalid and will not be accepted.
11. Any incomplete or indecipherable entries are taken to be invalid.
12. Any incorrect details contained in an SMS entry may render that entry invalid.
13. If there is any dispute about the identity of an entrant, the entrant is taken to be the holder of the mobile phone account from which the entry was sent.
14. Any entrant under the age of 18 must obtain prior permission from a parent or guardian over the age of 18 to enter this competition.
15. If a winner is under the age of 18 as at the date of the draw, the prize will be awarded to the winner's parent or legal guardian.
16. One prize winner is to be drawn at each participating Gold Coast Titans match. Each prize is to the value of \$1,500 cash.
17. A major prize winner is to be drawn at the last Gold Coast Titans home game event. The major prize is to the value of \$15,000 cash.
18. Total prize value is at the discretion of the Promoter.
19. The Promoter accepts no responsibility for any change in prize value between the relevant event date and the ultimate date on which the prize is collected / taken.
20. Each winner is responsible for any other expenses involved in the collection of their prize.
21. Prizes cannot be transferred.
22. Winners should seek independent financial advice about any tax implications that may arise from the prize winnings.
23. Further details of prizes are available at <http://www.australianpowerandgas.com.au/titans>
24. Each draw is to take place at the venue of each participating Gold Coast Titans home game using the approved random draw generator supplied by 5th Finger Ltd.
25. Call 1300 464 866 for assistance.



26. The name of each winner is to be displayed on the big screen prior to or at the conclusion of each participating Gold Coast Titans match. The winner(s) will receive a phone call within 2 days of the draw. The winners' name(s) will also be published in the Public Notices of The Australian newspaper on the Monday following the Gold Coast Titans home game event.
27. The Promoter's decision is final and the Promoter will not enter into any correspondence regarding the result.
28. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements.
29. It is a condition of accepting the prize that the winner (and any companions) may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
30. Subject to government legislation, an unclaimed prize draw is to be drawn from all entries received during this competition periods as stated in clause 3 after the conclusion of the 2010 Gold Coast Titans Season.
31. The details of any unclaimed prize draw winner are to be published in the Public Notices of The Australian newspaper on the Monday immediately following the unclaimed prize draw.
32. If this competition is not able to be conducted on the times and in the manner described in these terms and conditions for any reason beyond the Promoter's reasonable control, including but not limited to the intervention of any outside act, agent or event, tempests, natural disasters, civil unrest, strike, war, act of terrorism, vandalism, tampering, fraud, power or technical failures, the Promoter may in its absolute discretion and subject to applicable laws:
 - a. disqualify any entrant; or
 - b. suspend, cancel, modify or terminate this competition.
33. The Promoter, 5th Finger Ltd., and their associated agencies and companies accept no responsibility for prizes damaged or lost in transit, or late, lost or misdirected by mail.
34. The Promoter, 5th Finger Ltd., and their associated agencies and companies accept no responsibility for any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur:
 - a. during the draw;
 - b. in connection with any prize; or
 - c. as a consequence of late, lost or misdirected mail.
35. The Promoter accepts no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, destruction or unauthorised access to, or alteration of entries, or for any problems or technical difficulties in connection with sending an SMS entry, and reserves the right to take any action that may be available to it under the law.
36. The Promoter is Australian Power & Gas (ABN 96077206583).
37. Winners consent to the Promoter using their name, image or voice in any media for an unlimited period of time without any remuneration for the purpose of promoting this competition and any products or services provided by the Promoter.
38. All entries are the property of the Promoter. The Promoter and its related entities collect each entrant's personal information for the purpose of conducting and promoting this competition and may disclose the information to third parties for this purpose (including, but not limited, to prize suppliers). Unless otherwise advised, the Promoter may use the information for promotional, marketing and publicity purposes.
39. Entrants may request access to their personal information by writing to the Privacy Officer, Australian Power & Gas, Locked Bag 5004, Royal Exchange, Sydney NSW 1225 or by emailing ldobbrick@auspg.com.au.

