

# Australian Power & Gas

## Super Cool Yoyo NRL Competition

### Terms and Conditions

1. Information on how to sign up and enter the draws forms part of these Terms and Conditions. Your entry into the competition is deemed acceptance of these Terms and Conditions and any future amendments to these Terms and Conditions.
2. The promoter is APG Operations Pty Ltd ABN 41 120 076 379 (**Promoter**).
3. Entry is open to Australian residents only. Employees and their immediate families of the Promoter, Gold Coast Titans and their associated agencies and companies are ineligible to enter this competition.
4. The competition commences on 16 April 2010 at 14:00 (AEST) and concludes on the date of Round 23 of the 2010 NRL Season at 23:59 (AEST) (**Competition Period**).
5. To enter this competition, you must perform a yoyo trick:
  - (a) at the Australian Power & Gas "Power Dome" located between Gates C & D at participating Gold Coast Titans matches before the end of Round 23 of the 2010 NRL Season, which must be filmed by the Promoter and posted on the Promoter's Youtube channel at <http://www.youtube.com/supercoolyoyo> star (**Youtube Channel**); or
  - (b) on film/video and email the footage along with your name, address and telephone number to the Promoter at [yoyo@auspg.com.au](mailto:yoyo@auspg.com.au) to be posted on the Youtube Channel.
6. Any incomplete or indecipherable entries are taken to be invalid. Any incorrect details submitted may render the corresponding entry invalid.
7. You may enter this competition more than once.
8. 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.
9. Each entrant warrants to the Promoter that the Work does not infringe any rights of a third party. A breach of this warranty will result in the corresponding entry being taken to be invalid. Each entrant indemnifies the Promoter against all claims, losses, damages and costs brought against or incurred by the Promoter in connection with a breach of this warranty.
10. Should an entrant's contact details change during the Competition Period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be emailed to the Promoter at [yoyo@auspg.com.au](mailto:yoyo@auspg.com.au).
11. There will be one winner of the prize of \$1,500 cash (in the form of a cheque).
12. The winner of this competition will be the entrant with the highest number of "Like" votes for their entry on the Youtube Channel at the end of the Competition Period. This is a game of skill and chance plays no part in the determination of the winner.
13. The winner will be announced at the last Gold Coast Titans home game or Round 26 of the 2010 NRL Season and notified in writing.
14. The Promoter's decision is final and no correspondence will be entered into.
15. Unless expressly provided for under these Terms and Conditions, the prize is not transferable.
16. If the winner is under the age of 18 at the end of the Competition Period, the prize may be awarded to the winner's parent or legal guardian.
17. The Promoter reserves the right to verify the validity of entries and entrants (including an entrant's identity, age and address).
18. The Promoter reserves the right to disqualify and recover damages or other compensation from any person who, in the belief of the Promoter:
  - (a) submits an entry that is not in accordance with these Terms and Conditions;
  - (b) tampers with the entry or voting process in respect of the Youtube Channel; or

- (c) submits an entry that the Promoter, in its sole discretion, deems to be offensive, inappropriate, defamatory, unlawful or otherwise not in the spirit of this competition.
19. The Promoter reserves the right to request winners to provide proof of identity, age, or residency at their nominated prize delivery address in order to claim a prize. Whether suitable verification of these details has been provided is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
  20. Any expenses incurred by each entrant or the winner are the responsibility of the winner.
  21. A condition of accepting the prize is that the winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
  22. By accepting the prize, the winner agrees to participate in and co-operate as required with all reasonable media editorial requests relating to the prize, including but not limited to, being interviewed and photographed, filmed and/or chaperoned after the end of the Competition Period.
  23. Each entry submitted, including any material submitted as part of an entry, (**Work**) becomes the property of the Promoter. As a condition of entry, each entrant irrevocably:
    - (a) grants to the Promoter a non-exclusive perpetual worldwide licence to use and exploit all intellectual property rights (including, but not limited to, copyright) in and to the Work; and
    - (b) consents to the Promoter doing, or omitting to do, anything in respect of the Work which may otherwise constitute an infringement of the entrant's moral rights.
  24. For the avoidance of doubt, the Promoter may, at its discretion, use all or any part of a Work for any purpose, including but not limited to promotional, marketing or publicity purposes, whether for this competition, the Promoter or otherwise.
  25. 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.
  26. The Promoter and its related entities accept no responsibility for prizes damaged or lost in transit, or late, lost or misdirected by mail.
  27. The Promoter and its related entities accept no responsibility for any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur:
    - (a) during the Competition Period;
    - (b) in connection with any prize; or
    - (c) as a consequence of late, lost or misdirected mail or email.
  28. 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 email entry or in respect of the Youtube Channel, and reserves the right to take any action that may be available to it under the law.
  29. The Promoter accepts no responsibility for any change in prize value up to the ultimate date on which the prize is collected or taken.
  30. For the avoidance of doubt, failure of the Promoter to exercise any of its rights under these Terms and Conditions at any time does not constitute a waiver of those rights.
  31. Unless otherwise advised by the entrant, each entrant is taken to have consented to the Promoter using the entrant's name, address, email address, telephone number, likeness and/or image (including photographs, film footage and/or other recordings of the entrant in respect of this competition) for promotional, marketing and publicity purposes of the Promoter in any media worldwide without notice and without any fee being paid to the entrant.
  32. The Promoter reserves the right to amend these Terms and Conditions at any time, with no notice provided to you.
  33. 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.