

**RSPCA AUSTRALIA INC**  
**RSPCA PET STARS COMPETITION**  
**DATABASE OPT IN TERMS AND CONDITIONS**

1. Information on how to enter forms part of the terms and conditions of entry. Entry into the competition is deemed acceptance of these terms and conditions.
2. The Promoter is RSPCA Australia Inc., (ABN: 99 668 654 249) of 6 Napier Close Deakin ACT 2600.
3. Entry is open to all residents of Australia of all ages. However, Board Members or Council Members and employees and their immediate families of RSPCA Australia Inc and its Member Societies, Beinteractive Pty Ltd, and their associated agencies and companies are not eligible to enter.
4. The competition commences on 8 March 2010 at 00:01 AEDT and concludes on 18 April 2010 at 23:59 AEST.
5. The competition is split into six (6) weeks (Entry Periods) as indicated in the table below:

Week	Entry opens @ 12:00am AEDT	Entry closes @ 11.59pm AEST	Draw @ 3pm AEST
1	Mon 8 March 2010	Sun 14 March 2010	Thur 29 April 2010
2	Mon 15 March 2010	Sun 21 March 2010	Thur 29 April 2010
3	Mon 22 March 2010	Sun 28 March 2010	Thur 29 April 2010
4	Mon 29 March 2010	Sun 4 April 2010	Thur 29 April 2010
5	Mon 5 March 2010	Sun 11 April 2010	Thur 29 April 2010
6	Mon 12 March 2010	Sun 18 April 2010	Thur 29 April 2010

6. To enter the RSPCA Pet Stars Competition, entrants must opt in to join the RSPCA database by one of the four opt in entry points:
  - o the online donation form
  - o the e-news registration form
  - o the mobile site form
  - o the voting form

The promotion is advertised on the website [www.petstars.com.au](http://www.petstars.com.au). For an entry into the **Pet Stars Competition**, entrants will need to opt in to join the RSPCA database during the entry period outlined in Clause 5. All entrants who choose to opt in to the RSPCA database are automatically entered into a weekly Major Prize draw.
7. Incomprehensible and incomplete entries will be deemed invalid.
8. Entrants in the competition will only be given one entry per opt in.
9. The Promoter reserves the right to request winners to provide proof of identity, proof of residency at the nominated prize delivery address and proof of entry validity including valid subscriber details and mobile phone account in order to claim a prize. Proof of identification, residency and entry considered suitable for verification 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.
10. The Promoter reserves the right to verify the validity of entries and to disqualify any entry which, in the opinion of the Promoter, includes objectionable content, profanity,

- potentially insulting, inflammatory or defamatory statements, disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these Terms & Conditions of Entry or who has, in the opinion of Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter. The Promoter reserves the right to disqualify a winner if the Promoter becomes aware that the winner and/or the winner's entry is of a type described in this clause.
11. Opt ins to the RSPCA database must be received by 23:59 AEST on Sunday 18 of April 2010. The time of entry will in each case be the time the Opt ins is received by the RSPCA and Beinteractive database. The Promoter accepts no responsibility for any late, lost or misdirected entries including Opt ins not received by the Promoter or delays in the delivery of the Opt ins due to technical disruptions, or for any other reason. Opt ins via the internet or computer generation and not attributable to a valid mobile phone account is invalid and will not be accepted.
  12. **MAJOR PRIZE DRAW:** One (1) winner during each week (6 weeks outlined in clause 26) will be drawn at random. There is 6 prize packs for subscriber opt ins to win – Peter Alexander latest PJs - valued at \$100 RRP, plus a Ubisoft game: Petz Dog Superstar DS – valued at \$49.95 RRP. The prize draw is available to all entrants who opt in for the RSPCA database.
  13. Total prize pool for opt in database collection is valued up to = \$899.70 (including GST).
  14. Prizes are not transferable and cannot be redeemed for cash.
  15. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State Regulation.
  16. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of the prize, if the Promoter determines, in their absolute discretion, that a 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 may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
  17. Once prizes have left the Promoter's premises, the Promoter takes no responsibility for prizes damaged, delayed or lost in transit.
  18. 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 throughout the duration of the prize.
  19. In consideration for the Promoter awarding the prize to the winner, the winner hereby assigns to the Promoter all right, title and interest in and to all copyright in any material created pursuant to the winner's participation in any aspect of the prize (Works). The winner acknowledges that the Promoter is free to use the Works and to exercise its rights in relation thereto and the winner will not be entitled to any fee for such use.
  20. In consideration for the Promoter awarding the prize to the winner, the winner hereby permits the winner's image and/or voice, as recorded, photographed or filmed during the winner's participation in the prize to appear in connection with the advertising or marketing thereof, in any media whatsoever throughout the world and the winner will not be entitled to any fee for such use.
  21. In the event that for any reason whatsoever a winner does not take an element of the prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that element of the prize.

22. Prize values are based upon the recommended retail prices, The Promoter accepts no responsibility for change in prize value between now and the ultimate prize redemption date.
23. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
24. **PRIZE DRAW:** Each valid entrant who has opted in the RSPCA database over the duration of the promotional period and will be entered into the weekly draws. 6 valid entrants will be drawn at random to become the winners. The draw will take place at Beinteractive, Level 9, 155 George Street, Sydney NSW 2000, on Thursday 29 April 2010 at 15:00 AEST.

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1	Mon 8 March 2010	Sun 14 March 2010	Thur 29 April 2010
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25. Unless otherwise due to fraud or ineligibility under these terms and conditions of entry, all existing claims for prizes and entitlements to claims will be met notwithstanding the advertised prize pool has been exceeded.
26. **MAJOR PRIZE DRAW:** The winners of the Major Prize draw will be notified within 2 days of the draw. The winner will be notified of their prize by phone call. Winners of prizes valued over \$250 will be published on the RSPCA Pet Stars website at [www.petstars.com.au](http://www.petstars.com.au) from 6 May 2010.
27. Prizes will only be awarded to the account holder of the entry mechanism used to submit their entry (i.e. mobile phone account holder or internet account holder). The winner will therefore be, in each case, the account holder.
28. Should an entrant's contact details change during the promotional 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 directed to Promoter.
29. Subject to any direction given under relevant State legislation, an unclaimed prize draw will take place at Beinteractive, Level 9, 155 George Street, Sydney NSW 2000, on 19th August 2010 at 15:00 AEST. Winners of prizes valued over \$250 will be published on the PRSPCA Pet Stars website at [www.petstars.com.au](http://www.petstars.com.au) on 24th August 2010. Prizes not collected before 19th August 2010 will be forfeited.
30. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the Competition result.
31. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements.
32. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the promoter in its absolute discretion.
33. 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 its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to any written directions given under State Regulation.
34. The Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prizes except for any liability which cannot be excluded by law. The Promoter is not responsible for any incorrect or inaccurate information, either caused by the phone user or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.
  35. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
  36. RSPCA Australia Inc., Beinteractive and their associated agencies and companies assume 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.
  37. 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.
  38. All entries become the property of the Promoter. The Promoter collects personal information about you to enable you to participate in this promotion.
  39. All entrants who choose to opt in to the RSPCA database during the promotion period become the property of The Promoter. All opt-in entrants 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 opting-in, entrants confirm that they allow their details to be used for this purpose. If entrants no longer consent to their details being used for future marketing purposes, the entrant should contact The Promoter on their details set out below. Any request to update, modify or delete the entrant's details should be directed to The Promoter.
  40. Beinteractive, on behalf of RSPCA Australia Inc., is collecting the entrant's personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying winner). The entrant's personal information may be disclosed to Beinteractive for this purpose. If you are not willing for this to occur you cannot participate in the Promotion.

41. Entrants' personal information may be disclosed to State and Territory lottery departments and winners' names published as required under the relevant lottery legislation. A request to access, update or correct any information should be directed to the Promoter.
42. These Term and Conditions constitute the entire agreement of the parties relating to the entry into and the conduct of the Competition.

Authorised under NSW permit no: NSW LTPS/10/01830; ACT TP 10/00856.1