

RSPCA AUSTRALIA INC
RSPCA PET STARS COMPETITION
VOTING TERMS AND CONDITIONS

RSPCA Pet Stars Voting is the process of registering a vote for your favourite Pet submitted either via SMS or by voting online as advertised on the website and during television advertising.

Your use of, and/or access to the SMS or online voting services constitutes your agreement to the Terms of Use. The RSPCA Australia Inc. reserve the right to amend the Terms of Use at any time. Since you are bound by these Terms of Use, you should ensure that you have read and fully understood them. The Terms of Use are available at <http://www.petstars.com.au>

1. RSPCA Pet Stars SMS Voting is open to users who are connected to the Telstra, Vodafone, Optus, Virgin, or 3 mobile digital networks and participating service provider customers with SMS compatible mobile digital phones.
2. RSPCA Pet Stars online voting is open to users who have access to the internet service and purchase voting credits.
3. Only Australian residents are eligible to vote using the RSPCA Pet Stars voting service. Unless otherwise stated, all timing is in Australian Eastern Standard Time.

TO VOTE BY SMS

4. To cast a SMS vote for your favourite Pet submitted, using the RSPCA Pet Stars SMS Voting Service, you must send a text message from your mobile handset, with the unique ID (as stated on the mobile site or website) of the Pet you would like to vote for to 199RSPCA (19977722).
5. When registering your vote using the RSPCA Pet Stars SMS voting service, you will receive an SMS message in return to confirm your vote has been received.

TO VOTE BY ONLINE – PURCHASE CREDITS

6. To cast an online vote for your favourite Pet submitted, using the RSPCA Pet Stars Website, you must first purchase credits on the website and follow appropriate prompts.
7. Upon purchasing credits registering your vote using the RSPCA Pet Stars Website voting service, you will receive a receipt confirming receipt of your vote.
8. You must ensure that all care is taken when purchasing credits by voting online and sending messages to the SMS voting services. It is your responsibility to ensure that you are the credit card holder by purchasing credits or SMS the correct unique ID. The RSPCA Australia Inc. and the voting service provider will not be liable for costs incurred, responses received or any other consequences of user error.
9. There are 6 weekly prize packs which are rewarded to the Pet submission with the most voted for that week and 1 major prize for the overall most voted for Pet submission.

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

The 6 weekly minor prize draws will win a Hamish McBeth pack which includes a blanket/pillow set, toy, bowl and tag - valued at \$100 plus a Ubisoft prize pack including: Petz Dog Superstar DS – valued at \$49.95. Total weekly prize pack is \$149.95. The pet submission with the most overall votes will be rewarded Sony Ericsson Station RRP \$1,199 + \$4,000 cash prize. Total major prize of \$5,199.00 ins GST.

10. Total prize pool for SMS and online voting is valued up to = \$6,098.70 (including GST)
11. RSPCA Pet Stars Voting service will be available from 8th March 2010. The service will first be available for all states from 00:01 AEDT on 8th March 2010 until 23:59 AEST on 18th April 2010.
12. The opening and closing times for RSPCA Pet Stars voting using both the RSPCA Pet Stars website and SMS Voting Services may vary. The times for the SMS Voting Services may not be the same as those applicable to persons casting a vote by the RSPCA Pet Stars website. Under no circumstance will RSPCA Australia Inc. or the voting service provider accept any responsibility or liability for costs incurred or any other consequence as a result of a viewer submitting a vote prior to or after the voting lines have been announced as opened and/or closed. This also includes, and is not limited to errors made as a result of time differences between time zones in Australia.
13. The RSPCA Australia Inc. and the voting Service Provider reserve the right to keep all voting tallies confidential. No results other than what is required for the purpose of the format of the service will be released to the public.
14. Votes registered using the RSPCA Pet Stars Website Voting service, will be charged at a minimum of \$5.50 cents (including GST) per 10 votes.
15. Votes registered using the RSPCA Pet Stars SMS voting service, will be charged at 55 cents (including GST) per vote.
16. Any SMS votes submitted and received by the Beinteractive database after the specified voting period has closed will not be included in the vote tally for that period but will be charged 55 cents (including GST).
17. Any website votes registered and received by the RSPCA website database after the specified voting period has closed will not be included in the vote tally for that period but will be charged at minimum of \$5.50 cents (including GST) per 10 votes, depending on the amount of votes they purchase.
18. Except where not able to be excluded by law: a) all content for voting Services are provided "as is" and without warranties of any kind, either express or implied, b) Your mobile telephone carrier and its suppliers expressly disclaim all warranties of any kind including but not limited to implied warranties of merchantability and fitness for a particular purpose, c) Neither your mobile telephone carrier nor the RSPCA Australia Inc. or the voting Service Provider warrants that access to both the SMS and Website voting Services will be available, uninterrupted, free from delay or error-free or that any defects will be corrected.
19. (1) In order to provide a valid SMS vote,
 - a. entrants must submit their entry via a mobile phone with a reply path.
 - b. The SMS message must have passed through a Telecommunications carrier's network to Beinteractive's database.
 - c. Automated votes submitted via computer modems, programs or any other means other than a mobile phone as specified above will be deemed invalid.(2) In the absence of block, manipulative, unrepresentative or disproportionate voting patterns one valid SMS or telephone call will count as one vote, however the RSPCA Australia Inc. reserve the right in their sole discretion to disqualify or discount; -

- a. any votes however cast (or individuals from voting), that tamper with, or attempt to tamper the voting process, or
 - b. Any votes however cast (or individuals from voting, who) corrupt or affect (or attempt to corrupt or affect) the administration security, fairness or integrity or proper conduct of a vote or the voting process, or
 - c. Any votes that RSPCA Australia Inc. considers to be manipulative, unrepresentative, disproportionate, obscene or offensive,
 - (3) Voters acknowledge that RSPCA Australia Inc.'s decision in this matter is final and no correspondence will be entered into.
 - (4) Voters acknowledge that any votes that are discounted, invalidated or disqualified in accordance the provisions of this Clause 17 will still be charged at the advertised rate
20. The charges for all SMS and website voting Services will appear on your next mobile / credit card bill. All queries relating to mobile / credit card bills should be directed to your mobile carrier or credit card provider.
21. All information, text, audio, material, graphics, software and advertisements contained in or forming the Voting Services ("Content") are the property of the RSPCA Australia Inc., its suppliers and/or licensors (including your telephone carrier) unless expressly indicated otherwise. The Content is protected by Australian and international copyright and trademark laws. You must not modify, copy, reproduce, republish, frame, upload to a third party, post, transmit or distribute this Content in any way unless expressly authorised in writing by the RSPCA Australia Inc..
22. SMS is not a guaranteed delivery communication tool. The RSPCA Australia Inc. and the Service Provider cannot accept responsibility for any SMS messages not received, any SMS reply message or for any delay in the delivery of the SMS message due to technical disruptions, network congestion, network failures or for any other reason. A vote is validated and included in the tally following receipt into the Beinteractive database from the carriers.
23. If for any reason this voting service is not capable of running as planned, due to causes including but not limited to tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the promoter which corrupt or affect the administration security, fairness, integrity or proper conduct of this voting service, the promoter reserves the right in its sole discretion to disqualify any individual who tampers with the voting process, take any action that may be available, and to cancel, terminate, modify or suspend the voting service.
24. Voters acknowledge that if a Pet submitted for which they have voted is eliminated or disqualified from RSPCA Pet Stars for any reason (in respect of which RSPCA Australia Inc.'s decision is final and no correspondence will be entered into) then votes made for any such Pet submitted will not count in determining any act or acts progress or position in the competition for RSPCA Pet Stars but will still be charged at the advertised rate.