

www.myspace.com/navysongbattle GAME OF SKILL PROMOTION.

TERMS & CONDITIONS.

1. Information on how to enter forms part of the terms and conditions of entry to this game of skill promotion. Entry into the promotion is deemed acceptance of these terms and conditions.
2. The Promoter is Fox Interactive Media Australia Pty Ltd, Level 2, 83-97 Kippax St, Surry Hills NSW 2010. (ABN: 27 122 967 239). (The Promoter)
3. The promotion (called the Navy Song Battle) commences at 9am (AEST) on 15th September and closes at 5pm (AEST) on 10th November 2008 ("The Promotion Period").
4. Entry is open to MySpace artists and band users who are over the age of 18 and are resident in Australia. ("Eligible Entrants")
5. Directors, management, employees, officers and immediate families of the Promoter and its related bodies corporate, employees of associated agencies involved in this promotion are ineligible to enter this promotion.
6. To enter the [www.myspace.com/navysongbattle] competition, entrants must enter a song via the website for the chance to be the theme song for the Royal Australian Navy's marketing collateral. One entry per eligible entrant for the duration of the promotional period.
7. MySpace users are encouraged to vote for their favourite song. The top 20 most popular scored songs will then be judged by the appointed panel of judges (see www.myspace.com/navysongbattle for judges details) on 10th November 2008. All entries will be judged for creativity and capturing the Navy essence. Votes for each entry consist of MySpace users ranking the songs from 1 to 10 where 1 is the lowest and 10 is the highest, all votes are calculated and the average is used to determine the most popular scored songs.

8. The decision of the judges is final and no correspondence will be entered into. This is a game of skill and chance plays no part in determining the winners.

9. The Prize is

MAJOR Prize:

The promoter invites eligible entrants to submit a song (music and lyrics for the chance to be selected as the new musical anthem for the Royal Australian Navy (to appear in marketing collateral and potentially the next Television commercial ("TVC").

Prize overview:

- The final prize will be a song that can be used across various marketing mediums, and potentially appear as the hero track for the next Royal Australian Navy's brand TVC.

The Major Prize is:

- If the winning track is suitable for use on the next Royal Australian Navy brand TVC, the winning eligible entrant will not only perform and record the winning track, but also be involved as part of the sound design, having input throughout the sound production process outlined above. In the event that the winners track is not suitable for the TVC the prize allows for the winner to be involved as part of the sound design team, having input throughout the sound production process working to create a new track for the next Royal Australian Navy brand TVC. The winning track will be used in future marketing collateral output by The Royal Australian Navy (including but not limited to; a DVD and video)
- A maximum of five (5) adults (over 18) are invited to represent the winning eligible entrant.
- The recording and post production of the winning song will be undertaken with a leading post production studio in Melbourne, working with an esteemed industry producer. The advertising agency George Patts Y&R will be involved in the production, to ensure the track is developed to the brief.
- The winner may spend a maximum of 2 days in the studio recording the winning song: the winner can take part in musical briefing, review and feedback with sound engineers, and with commercial quality sound engineering equipment.

Travel, accommodation and allowances:

- Travel economy (return flights) to Melbourne from the winner's nearest capital city.
- A maximum of five (5) adults representatives from the winning band/artist.
- If the winner lives more than 50k from Melbourne CBD accommodation will be provided for up to 3 nights, twin/triple share, in Melbourne in a CBD hotel accommodation (min 3 star)
- A maximum of 3 days spending money \$200/person/day cash. Hotel and Airport transfers will be included Valued at a Maximum of \$1000.

Prize value:

- Studio time - \$2500 minimum
- Accommodation - \$2500
- Daily allowance - \$3800
- Travel - \$5000 (depending on flight details)
- Transfers - \$1000
- Professional sound recording equipment \$5,000

TOTAL - \$19,000

The major prize is valid to 31st December 2008 and must be taken by the winner as stated and cannot be transferred to another person, exchangeable for other goods and services or redeemed as cash. Any element of the prize which is unused will be forfeited and no compensation will be paid in lieu of that element of the prize. The PRIZE may be subject to additions conditions which will be passed on to the winner at the time of accepting the prize.

The recording will take place on a date to be co-ordinated with the above agency, the sound studio and the winner before 31st December 2008.

The winner will grant to MySpace (and the Royal Australian Navy) a limited, non-exclusive royalty free license to use and reproduce the works in certain promotional activities for a period of 2 years. The Royal Australian Navy reserves the right to negotiate a renewal of the license inside the 2 year period.

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: any theft, unauthorised access or third party interference; or any tax liability incurred by the winner.

The Promoter accepts no responsibility for any variation of any aspect of the prize, due to circumstances outside its control. In any such event, an alternative element of the prize will be arranged.

10. The Major Prize Winner will be notified by e-mail and their name announced on

www.myspace.com/navysongbattle on 21st November 2008. If the Major Prize Winner does not reply to the winner's email acknowledging receipt of their prize, by 30th November 2008, the winner will forfeit his prize.

The winner may be contacted prior to the announcement date. The winner and the Royal Australian Navy agree to keep this information strictly confidential.

11. The Promoter is not responsible for any problem or technical malfunction of any communications network or any late, lost, incorrectly submitted, delayed, ineligible, incomplete, corrupted or misdirected entry whether due to error, transmission interruption or otherwise. The Promoter reserves the right to disqualify any entrant submitting an entry which, in the opinion of the Promoter, includes objectionable content, including but not limited to profanity, nudity, potentially insulting, scandalous, inflammatory or defamatory images or language. The judges' decision is final and no correspondence will be entered into. Chance plays no part in determining the winner.

12. If for any reason this competition is not capable of running as planned, including infection by computer virus, bugs, 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 competition, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the competition. The Promoter assumes 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. The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or entry to be received by the Promoter on account of technical problems or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to participant's or any other person's computer related to or resulting from participation or downloading any materials in this competition. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR THE INFORMATION ON A WEBSITE, OR TO OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THIS COMPETITION, MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND

SHOULD SUCH AN ATTEMPT BE MADE, WHETHER SUCCESSFUL OR NOT, THE PROMOTER RESERVES THE RIGHT TO SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

13. Entry details become the property of the Promoter. Eligible Entrants consent to the Promoter using their names, State of residence and entry details for promotional and/or marketing purposes. The Winner will agree to participate in reasonable promotional activities as requested by the Promoter, unless otherwise notified to the contrary at the time of acceptance of the Prize.

In the event of war, terrorism, state of emergency or disaster, the promoter reserves the right to cancel, terminate, modify or suspend the promotion, subject to any written directions from the relevant state lottery departments.

Without limiting the foregoing, Eligible Entrants' personal information provided in connection with this promotion will be handled in accordance with the myspace privacy policy. (see www.myspace.com).

14. Your entry must not infringe copyrights – so be original and make it up yourself. For example, don't copy other people's music, lyrics, arrangements, soundtracks, videos, performance, art, graphics, words, literature, film, photos etc. If your entry includes any infringing material it will be null and void.

Terms & Conditions Addendum

Prize:

The first prize has been revised to include an additional prize component being professional sound recording equipment valued at \$5,000.