

**www.myspace.com/arts GAME OF SKILL PROMOTION.
TERMS & CONDITIONS.**

Prepared by Helen McGee 5/20/2009. Version v2

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 7, 241 Commonwealth Street, Surry Hills NSW 2010. (ABN: 27 122 967 239). (The Promoter)
3. The promotion commences at 12pm (AEST) on 17/4/09 and closes at 10am (AEST) on 4/6/09 ("The Promotion Period").
4. Entry is open to MySpace users who 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/arts] competition entrants must enter their details (name, username, phone and email address) and upload their artwork as a zipped folder that is less than 5mb in size containing a Photoshop (.PSD), Encapsulated Postscript (.EPS) or Illustrator(.AI) file.
7. 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
8. A panel of judges will be appointed to judge all Eligible Entrants' entries at the offices of the Promoter, on 8/6/09 and one winner selected. All entries will be judged for creativity and compliance with the specifications detailed at http://creative.myspace.com/au/marketing/artculture/form_12.html. (Prize Winner).
9. 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 winner.
10. The Prize is
 - One professionally produced reproduction of the artwork (1m x 2m) valued at \$425US plus standard delivery by post.

The maximum retail value of this Prize is \$425US

The prize is valid to 22/6/09 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 additional conditions which will be passed on to the winner at the time of accepting the prize.

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.

In consideration for accepting the prize the winner will grant to MySpace or its authorized third party a limited, nonexclusive royalty free irrevocable license to use and reproduce up to 7 works (including the right to sub-license).

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).

11. The Prize Winner will be notified by e-mail and their name announced on www.myspace.com/arts on 25/5/09. If the Prize Winner does not reply to the winner's email acknowledging receipt of their prize, by 15/6/09, they will forfeit their prize and a new winner will be judged.

12. 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.

13. 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.

14. 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.

The winner agrees that their artwork may be reproduced as described (7 copies total) and that 5 of these may be given away to visitors to www.myspace.com/arts in a separate competition.

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).