

## SHORT STACK MYSPACE SECRET SHOWS PROMOTION

[myspace.com/secretshowsau](http://myspace.com/secretshowsau)

### 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 7, 241 Commonwealth St, Surry Hills NSW 2010. (ABN: 27 122 967 239). (The Promoter)
3. The promotion commences at 5pm (AEST) on Thursday 06/08/09 and closes at MIDDAY (AEST) on Thursday 13/08/09 ("The Promotion Period").
4. Entry is open to MySpace users who are residents of Australia and aged 13 years or over. ("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 Short Stack MySpace Secret Show Promotion, entrants must go to [www.myspace.com/secretshowsau](http://www.myspace.com/secretshowsau) and answer the question. One entry per person for the Promotion Period.
7. A panel of judges will be appointed to judge all Eligible Entrants' entries at the offices of the Promoter, on Thursday 13/08/09 at MIDDAY. All entries will be judged for creativity.
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. 5 winners will receive:
  - 1 x personally signed set list from the MySpace Secret Show featuring Short Stack (valued at \$50.00)
  - 1 x personally poster from the MySpace Secret Show featuring Short Stack (valued at \$50.00)
  - 1 x *Stack Is The New Black* Album (valued at \$50.00)
10. The maximum retail value of this Prize is \$750
11. Unless expressly stated in these terms and conditions all other expenses are the responsibility of the winners (and their companions) including but not limited to current meals, spending money, transport to and from accommodation, drinks, incidentals, mini-bar, laundry, room service, telephone calls, activities, gratuities, services charges, travel insurance, pre and post accommodation, optional activities or excursions and all other

ancillary costs. A credit card imprint or cash deposit may be required from the winner at check-in to the hotel, for all incidental charges. Prizes are subject to booking availabilities.

12. The prize is valid to Friday 11/09/09 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.
13. 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.
14. 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.
15. The Prize Winners will be notified by their MySpace account on Thursday 19/08/09 by 5pm and their name announced on [myspace.com/secretshowsau](http://myspace.com/secretshowsau). If the winner does not reply to the winner's message acknowledging receipt of their prize, by Thursday 26/08/09 9am, they will forfeit their prize.
16. 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.
17. 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.

18. 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.
19. 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](http://www.myspace.com)).
20. 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.