

## **MySpace Choice Awards Voting Competition**

### **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 NZ Ltd, 46 Albert St, Auckland. (The Promoter)
3. The promotion commences at 5pm on Wednesday 5th August 2009 and closes 31<sup>st</sup> August 2009 at 6pm.
4. Entry is open to MySpace users who are resident in New Zealand. ("Eligible Entrants") Users must add the profile as a friend in order to vote.
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 entrants must vote on the form provided at [www.myspace.com/kiwihub](http://www.myspace.com/kiwihub)
7. All Eligible Entrants' entries will be judged by Fox Interactive Media NZ Limited on 31st August 2009. A winner will be picked at random.
8. The decision of the judge is final and no correspondence will be entered into. This is a game of chance.
9. The first prize for voters in the MySpace Choice Awards will receive \$500.00 cash, a 12 month subscription to Real Groove magazine, guest list for winner and 4 friends to a 2009 MySpace Secret Show of choice (it is responsibility of winners to make travel and accommodation arrangements), and a cd from the winning band in each category (TOTAL prize value \$810.00).

10. The band with the most votes overall will win a run of site web banner promotion across MySpace.com in New Zealand valued at \$5,000, as well as promotion on MySpace Australia on the homepage music tab, and as a featured artist on the Music Channel. The band with the most votes overall must take this prize package by the 30<sup>th</sup> November 2009 and provide Fox Interactive Media NZ Ltd with the web banners (web banners specifications can be found here <http://www.myspace.com/adspecs>)

The bands with the most votes in each category will receive an award and a promotional package from MySpace in NZ, including the following:

- Media release announcement
- Homepage promotion for 7 days
- Featured artists on the Music Channel for 7 days
- User homepage promotion for 7 days
- Top friend on Kiwi Hub for 7 days
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The prize 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.

11. The Prize Winners will be notified by e-mail and phone and their name announced on [www.myspace.com/kiwihub](http://www.myspace.com/kiwihub) on Friday 4<sup>th</sup> September 2009. If the Winner does not reply to the winner's email acknowledging receipt of their prize, on Wednesday 3<sup>rd</sup> September 2009 the prize will be re-judged and awarded to the next most creative entry.

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.

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)).