

Homegrown 2010 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 10am on January 11th 2010 and closes January 31st 2010 at 5pm.
4. Entry is open to MySpace users who are resident in New Zealand. ("Eligible Entrants"). Only one entry per person.
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/homegrownnz
7. All Eligible Entrants' entries will be judged by Fox Interactive Media NZ Limited on 31st January 2010 at 5.30pm. 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. Everybody that votes on-line will go in the draw to win 4 x VIP passes to Jim Beam Homegrown on the 20th February 2010 in Wellington. (TOTAL prize value \$360.00). Prize does not include flights and accommodation..

10. 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/homegrownnz on 1st February 2010. If the Winner does not reply to the winner's email acknowledging receipt of their prize, by 3rd February 2010 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).