

Fairfax Media Limited
The Ten Individual Highest Fundraisers - Half Marathon 2010
Terms and Conditions

1. Information on how to enter forms part of the terms of entry. Entry into the competition is deemed acceptance of these terms and conditions.
2. Entry is open to all residents of Australia. However, employees and their immediate families of Fairfax Media Limited, Colonial First State, SKINS Australia and their associated agencies and companies are not eligible to enter.
3. The competition commences on March 1, 2010 at 09:00 (AEDST) and concludes on May 20, 2010 at 12noon (AEST).
4. Participants must be registered for the Half Marathon race. Registration is available through the Half Marathon website at www.halfmarathon.smh.com.au.
5. To enter the competition, after registering to enter the race, participants must:
 - a. Log onto http://www.everydayhero.com.au/event/smh_halfmarathon10
 - b. Create a fundraising account with Everyday Hero
 - c. Raise funds for charityThe funds are tracked by Everyday Hero and are on a cumulative tally.
6. Entrants under the age of 18 must obtain the prior permission of a parent or guardian over the age of 18 to enter.
7. Incomprehensible and incomplete entries will be deemed invalid.
8. Entrants in the competition may only register one fundraising account per person.
9. The Promoter reserves the right to request the winners to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity (including proof of registration) in order to claim a prize. Proof of identification, residency and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
10. The Promoter reserves the right to verify the validity of entries and to disqualify any entry which, in the opinion of Promoter, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these Terms & Conditions of Entry or who has, in the opinion of Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter. The Promoter reserves the right to disqualify a winner

if Promoter becomes aware that the winner and/or the winner's entry is of a type described in this clause.

11. All raised funds must be registered by 12noon (AEST) on May 20, 2010. The time the raised fund is registered is the time the information is received on the Everyday Hero online fundraising database. The Promoter accepts no responsibility for any late, lost or misdirected registrations including details registered not received by the Promoter or delays in the delivery of the information due to technical disruptions, network congestion or for any other reason.

12. The cost of accessing the promotional website will be dependant on the entrant's individual Internet Service Provider.

13. Winners' Prize:

- The top ten highest individual fundraisers will each receive a SKINS long tights, valued at \$170 each.

14. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State Regulation.

15. The promoter reserves the right to refuse to allow a winner to take part in any or all aspects of the prize, if the promoter determines, in their absolute discretion, that a winner is not in the mental or physical condition necessary to be able to safely participate in the prize. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the promoter in its absolute discretion.

16. Once the prizes have left the Promoter's premises, the Promoter takes no responsibility for prizes damaged, delayed or lost in transit.

17. By accepting the prize, the winners agrees to participate in and co-operate as required with all reasonable media editorial requests relating to the prize, including but not limited to, being interviewed and photographed, filmed and/or chaperoned throughout the duration of the prize.

18. In consideration for the Promoter awarding the prize to the winner, the winners hereby assigns to the Promoter all right, title and interest in and to all copyright in any material created pursuant to the winners' participation in any aspect of the prize (Works). The winners acknowledges that the Promoter is free to use the Works and to exercise its rights in relation thereto and the winners will not be entitled to any fee for such use.

19. In consideration for the Promoter awarding the prize to the winners, the winners hereby permits the winners' image and/or voice, as recorded, photographed or filmed during the winners' participation in the prize to appear in connection with Fairfax Media Limited or the advertising or marketing thereof, in any media

whatsoever throughout the world and the winners will not be entitled to any fee for such use.

20. In the event that for any reason whatsoever a winner does not take an element of the prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that element of the prize.

21. Prize values are based upon the recommended retail prices at the time of printing (inclusive of GST). The promoter accepts no responsibility for change in prize value between now and the ultimate prize redemption date.

22. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.

23. The top ten individuals with the highest total of funds on their online fundraising page as at 12noon (AEST) on May 20, 2010 will be at The Promoter's premises. The promoter's decision is final and the promoter will not enter into correspondence regarding the Competition result.

24. The winners will be notified within 2 days of the winners' determination and will also be advised of their prize in writing. The winners will be published online on www.halfmarathon.smh.com.au on May 24, 2010 and in the Public Notices section of The Sydney Morning Herald newspaper on May 24, 2010.

25. The prize will only be awarded to the registered individual Everyday Hero account holder.

26. Should an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to Promoter.

27. The prizes must be claimed by June 30, 2010 and if a prize remains unallocated or unclaimed, then the prize will be forfeited and cash will not be awarded in lieu of the prize. The prize will be re-allocated to the entrant that has submitted the entry which best meets the winners selection criteria after excluding the entrant that has failed to claim the prize

28. It is a condition of accepting the prize that the winners must comply with all the conditions of use of the prize and the prize supplier's requirements.

30. It is a condition of accepting the prize that the winners may be required to sign a legal release in a form determined by the promoter in its absolute discretion.

31. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not

limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to any directions given under State Regulation.

32. The Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law. The Promoter is not responsible for any incorrect or inaccurate information, either for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, network failure, theft or destruction or unauthorised access to or alteration of entries.

33. Fairfax Media Limited and their associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.

34. If for any reason this competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the competition, subject to any direction given under State Regulation.

35. All entries become the property of the Promoter. The Promoter collects personal information about you to enable you to participate in this promotion but no further use of this information will be made without prior consent.

36. Entrants' personal information may be disclosed to State and Territory lottery departments and winners' name published as required under the relevant lottery legislation. A request to access, update or correct any information should be directed to the Promoter.

37. The Promoter is Fairfax Media Ltd, (ABN: 15 008 663 161) of Level 5, 1 Darling Island Road, Pyrmont, NSW 2009.

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