

Fairfax Media Pty Ltd
The Moment Competition
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. The competition is a game of skill and chance plays no part in determining the winners.
2. Entry is open to all residents of Australia. However, employees and their immediate families of Fairfax Media Pty Ltd, any other benefiting parties and their associated agencies and companies are not eligible to enter.
3. The competition commences on Saturday 6 November 2010 at 00:01 (AEDT) and concludes on Saturday 20 November 2010 at 23:59 (AEDT).
4. The competition will be advertised in The Good Weekend magazine in The Sydney Morning Herald newspaper.
5. To enter, participants must:
 - a) log onto www.themomentcompetition.com.au; and
 - b) register their details including (but not limited to) name, address, phone number, e-mail address; and
 - c) upload a photo they have taken that has been inspired by travel, family or a moment in nature. The size of the photo is limited to 2MB and must be in jpeg format.
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 as many times as they like but each entry must include a different photo. The entrant must also ensure that their photo is an original and that they have all rights of use for publishing or distribution.
9. The Promoter reserves the right to request winners to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity 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. This includes, but not limited, to entrants and households using multiple email addresses, postal addresses, PO Box addresses or SIM cards to register single or multiple purchases. 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. Entries must be received by 23:59 (AEDT) on Saturday 20 November 2010. The time of entry will in each case be the time the entry is received by the Promoter's database. The Promoter accepts no responsibility for any late, lost or misdirected

entries 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. Major Prize: One winner winner will receive a Sony Alfa digital SLR camera
14. Total prize value is up to = \$1,099 (including GST)
15. Prizes cannot be transferred or redeemed for cash.
16. Unless expressly stated in these terms and conditions all other expenses become the responsibility of the winner.
17. 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.
18. 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.
19. Once prizes have left the Promoter's premises, the Promoter takes no responsibility for prizes damaged, delayed or lost in transit.
20. In consideration for the Promoter awarding the prize to the winner, the winner hereby assigns to the Promoter all right, title and interest in and to all copyright in any material created pursuant to the winner's participation in any aspect of the prize (Works). The winner acknowledges that the Promoter is free to use the Works and to exercise its rights in relation thereto and the winner will not be entitled to any fee for such use.
21. 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.
22. 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.
23. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
24. 1 x Major winner will be judged from all entries received throughout the duration of the promotional period by a judging panel at Fairfax Media Pty Ltd, 1 Darling Island Road Pyrmont NSW 2009 commencing Monday 22 November 2010 at 12pm. The winner will be determined based on the most creative image as determined by the judges.
25. The winner will be notified in writing.
26. Prizes will be awarded to person named in the entry.
27. 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.

28. The prizes must be claimed by Monday 20 December 2011 and if the prize remains unallocated or unclaimed, then the prize will be forfeited and cash will not be awarded in lieu of the major prize. The prize will be re-allocated to the entrant that has submitted the entry which best meets the judging criteria after excluding the entrant that has failed to claim the prize.
29. The promoter's decision is final and the promoter will not enter into correspondence regarding the Competition result.
30. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements.
31. 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.
32. 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 written directions given under State Regulation.
33. 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 caused by the phone user or 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, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.
34. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
35. Fairfax Media Pty Ltd and their associated agencies and companies assume 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, and reserves the right to take any action that may be available.
36. 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 written direction given under State Regulation.
37. 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.
38. Beinteractive, on behalf of Fairfax Media, is collecting the entrant's personal

information for the purpose of conducting this competition. The entrant's personal information may be disclosed to Beinteractive for this purpose. If you are not willing for this to occur you cannot participate in the promotion.

39. The Promoter is Fairfax Media Publications Pty Limited, Level 5, 1 Darling Island Road, Pyrmont, NSW, 2009. A.B.N. 33 003 357 720.