

**Fairfax Media Publications Pty Ltd**  
**The Sun-Herald City2Surf 2010 Highest Individual and Team Fundraiser**  
**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 only. However, employees and their immediate families of Fairfax Media Publications Pty Ltd and their associated agencies and companies are not eligible to enter.
3. The competition commences on May 23, 2010 at 00:01 (AEDT) and concludes on August 8, 2010 at 23:59 (AEST).
4. To enter, participants must be a 2010 *Sun-Herald City2Surf* participant with an individual or team online fundraising page with *The Sun-Herald City2Surf Everyday Hero* charity system.
  - An individual that is part of a team in the 2010 *Sun-Herald City2Surf* is eligible to enter on the condition that the individual has their own individual fundraising page.
  - Teams in the 2010 *Sun-Herald City2Surf* that fundraise as a team using a team fundraising page are eligible for the team category of this competition.
5. Any *Sun-Herald City2Surf* participants that fundraise for a charity using alternate fundraising methods will not be considered as a valid entry and are not eligible for this competition.
6. A participant cannot win both the team and individual prizes. If this situation arises, the winner will be contacted to advise whether they will accept the team or individual prize.
7. The winner is determined as a 2010 *Sun-Herald City2Surf* participant that raises the highest amount of money for a single charity using their own individual or team online fundraising page with *The Sun-Herald City2Surf Everyday Hero* charity system.
8. Entrants under the age of 18 must obtain the prior permission of a parent or guardian over the age of 18 to enter.
9. The Promoter shall have absolute discretion in awarding the prize, and reserves the right to withhold it in the event that the Promoter deems that a fundraiser or its charity has behaved in a way which is not in the spirit of the competition. This includes, but is not limited to such behaviour as a charity making a donation to its own fundraiser.
10. Entrants that submit names, street addresses and email addresses that are deemed obviously fake or contain inappropriate text will be disqualified automatically.
11. The Promoter reserves the right to verify the validity of entries and reserves the right to disqualify any entrant for tampering with the entry process or for submitting an entry which is not in accordance with these Conditions of Entry
12. The Promoters decision is final and no correspondence will be entered into. Prizes are not exchangeable, refundable or transferable and may not be used as part payment of another fare/offer. Prizes cannot be redeemed for cash.

13. 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.
14. 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/fundraising 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.
15. In the case of a draw the prize will be divided between the winners. The Promoter shall have discretion in dividing the prize.
16. All fundraising entries must be received by 23:59 (AEST) on August 8, 2010. The time of entry will in each case be the time the money is received and registered on The Sun-Herald City2Surf Everyday Hero charity system.
  - 1 x Major individual winner will win receive \$10,000 to donate to their charity.
  - 1 x Major team winner will win receive \$10,000 to donate to their charity.Total prize valued up to = \$20,000 (including GST)
17. The prize value is in Australian dollars.
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. By accepting the prize, the winner 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.
21. 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.
22. In consideration for the Promoter awarding the prize to the winner, the winner hereby permits the winner's image and/or voice, as recorded, photographed or filmed during the winner's participation in the prize to appear in connection with Fairfax Media Publications Pty Ltd or the advertising or marketing thereof, in any media whatsoever throughout the world and the winner will not be entitled to any fee for such use.

23. The winner will be notified by telephone within two days advising them of their prize. Winners of prizes valued over \$100 will be published in the Public Notices section of The Sydney Morning Herald newspaper on August 20, 2010.
24. Prizes will only be awarded to the person whose name appears on the individual or team online fundraising page.
25. 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 the Promoter.
26. 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.
27. 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.
28. 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.
29. 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, theft or destruction or unauthorised access to or alteration of entries.
30. The Promoter reserves the right in its sole discretion to disqualify any individual or team 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.
31. Fairfax Media Publications Pty Ltd, and their associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.
32. If for any reason this competition is not capable of running as planned, including due to tampering, unauthorised intervention, fraud 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 or team 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.
33. 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.
34. By entering the promotion, unless otherwise advised, each entrant also agrees that the Promoter, and any other associated agency and companies in conjunction with this promotion may use this information, in any media for future promotional,

marketing and publicity purposes without any further reference, payment or other compensation to the entrant, including sending the entrant electronic messages.

35. Fairfax Media Publications Pty Ltd, is collecting the entrant's personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying winner). If you are not willing for this to occur you cannot participate in the Promotion.
36. Entrants' personal information may be disclosed to State and Territory lottery departments and winners' names 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 Publications Pty Ltd (ABN: 33 003 357 720) of 1 Darling Island Road, Pyrmont NSW 2009.