

## CONDITIONS OF ENTRY OZMOSIS PROMOTION

1. The use of “Promoter” in this document refers to RC Waves Pty Ltd T/A Ozmosis, of 13-15 Endeavour Way, Braeside, Victoria 3195.
2. The use of “Entrant” means a person entering the Ozmosis Promotion (“Promotion”).
3. These Conditions of Entry and any information the Promoter has made available to the Entrant regarding the Promotion comprise the terms and conditions (“Terms & Conditions”) which govern the Promotion.
4. Entry (or purported entry) into the Promotion by the Entrant is deemed acceptance of the Terms and Conditions.
5. The promotion commences at 01/11/2011 09:00am and closes at 20/12/2011 at 11.59pm (“Promotional Period”).
6. To enter the promotion, entrants may enter via the following methods:
  - In any Ozmosis store
  - Visit [www.ozmosis.com.au](http://www.ozmosis.com.au)
  - Visit [www.facebook.com/ozmosis.online](http://www.facebook.com/ozmosis.online)Entrants must answer the required tick box questions and the question; “In 25 words or less what country would you like to travel to and why?” during the Promotional Period.
7. Entry must be made via online entry.
8. Entry is only open to any Victorian and New South Wales Resident with a valid email address. Employees and their immediate families of the Promoter and their agencies associated with this promotion are ineligible to enter.
9. To be eligible to win the first prize, entrants must be 18 years old or more. However the second, third and daily gift voucher giveaways are open to be won by persons of any age.
10. Multiple entries will not be accepted. Incorrect, incomplete or incomprehensible entries (as determined by the Promoter) will be deemed invalid. The Promoter takes no responsibility for lost, late or misdirected entries and such entries may be deemed invalid at the Promoter’s discretion.
11. This is a game of skill, chance plays no part in determining the winner. Each

entry will be individually judged based on literary and creative merit. The judges' decision in relation to all aspects of the Promotion is final and binding on all who enter. No correspondence will be entered into. The Promotion will be judged by a panel of judges selected by the Promoter. Judging for the first, second and third prize winners will commence on Thursday at 10am on the 29/12/2011 at RC Waves Pty Ltd t/a Ozmosis, 13-15 Endeavour Way, Braeside VIC 3195, and the winning Entrant(s) will be notified by email or mobile. All three winners names and locality will be published in 29/12/2011 on [www.ozmosis.com.au](http://www.ozmosis.com.au). And [www.facebook.com/ozmosis.online](http://www.facebook.com/ozmosis.online) The Promoter's decision is final and no correspondence will be entered into.

12. Daily winners of the \$20 Online Ozmosis vouchers will be announced at the conclusion of each business week from the commencement of the promotion.
13. Entrants can only enter in their own name. The Promoter reserves the right to request proof of residency at the nominated prize delivery address (to the Promoter's satisfaction in its discretion) before issuing the prize. The Promoter's decision to disqualify an entry is final and no correspondence will be entered into.
14. The first best entry as determined by the judges will win one (1) \$3000 Ozmosis Travel Voucher. Prizes are not transferable or exchangeable for other goods or services and cannot be taken as cash. The Promoter reserves the right to vary the prize description and value and accepts no responsibility for any variation in prize value.
15. The second best entry as determined by the judges will win one (1) \$750 Ozmosis Voucher.
16. The third best entry as determined by the judges will win one (1) \$250 Ozmosis Voucher.
17. Commencing the first day of the promotion, the promoter will award a \$20 Online Ozmosis voucher daily to one entrant each day for the 49-day promotion period.
18. All prizes received in the form of a voucher are subject to the terms and conditions as stated on that voucher.
19. The maximum total prize pool is valued up to \$4980.00 (estimated current market value), depending upon the State or Territory of the winner's usual

residential address.

20. The value of the prizes is accurate and based upon the recommended retail prices of the prizes at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prize after that date. Prizes are not transferable or exchangeable and cannot be taken as cash.
21. All ancillary costs or accessories not expressly included in the prize are the responsibility of the winning Entrant.
22. Delivery of the prize is subject to availability of the prize. In the event that any prize becomes unavailable due to circumstances beyond the Promoter's control, the Promoter reserves the right to provide an alternative prize to the same value as the original prize, subject to any applicable laws.
23. Prizes depicted in all promotional material are not necessarily the same specification and colour as the prize.
24. The Promoter may conduct such further judgments as are necessary at 13-15 Endeavour Way, Braeside VIC 3195 in order to distribute any prize if unclaimed or undeliverable prize by that date subject to any applicable law. In the event of any winner in the unclaimed judgment, the new winner will be notified by telephone and mail or email on the day of the draw and their name and locality will be published in on [www.ozmosis.com.au](http://www.ozmosis.com.au).
25. The Promoter and its related bodies corporate, their officers, employees and agents ("Personnel") will not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss or loss from the Promoter's negligence) or for personal injury which is suffered or sustained as a result of entering the Promotion or taking the prize, except for any liability which cannot be excluded by law. The Promoter and its Personnel make no warranties and accept no liability in relation to the prize, its condition or fitness for any purpose. 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. Tax implications may arise from the winning Entrant's receipt or use of a prize. Independent financial advice should be sought by the Entrant prior to entering the Promotion.
21. The Promoter, in its absolute discretion, 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 the Terms and Conditions, or if the entrant is 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.
22. The Promoter is not responsible for any problems or technical malfunction of any kind including any telephone or network or lines, servers or providers, computer equipment, software, technical problems or traffic congestion on a mobile network, or any combination thereof, or any other technical failures including any damage to entrant's or any other person's mobile handset or computer related to, or resulting from, participation in this Promotion or the downloading of any materials related to this Promotion.
  23. If for any reason this promotion is not capable of running as planned because of infection by computer virus, bugs, tampering, unauthorised intervention, 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 promotion, the Promoter reserves the right in its sole discretion to cancel, terminate, modify or suspend the promotion, subject to any written directions under applicable law.
  24. The Promoter will not be responsible for any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this Promotion if the deficiency is occasioned by any cause outside the reasonable control of the Promoter.
  25. All entries become and remain the property of the Promoter. The Promoter collects personal information about Entrants in order to include Entrants in the Promotion and where appropriate award prizes. If the information requested is not provided, the Entrant may not participate in the Promotion. By participating in the Promotion, each Entrant is agreeing to the Promoter also collecting, using and disclosing their personal information to assist the Promoter in improving goods and services and to contact Entrants in the future with special offers via any medium including mail and commercial electronic messages. The Promoter may use each winning Entrant's name and image in any media for future promotional, marketing and publicity purposes without any further reference, payment

or other compensation to the Entrant. The Promoter may share information with its related companies and Personnel who may contact Entrants with other promotional offers. The Promoter may also share information with other persons or entities who assist the Promoter in running promotions or with other companies who provide prizes for promotions. The Promoter will not share personal information of the Entrant other than the ways described in this document, however non-descript preference information provided by Entrants may be pooled and shared with third parties to improve goods and services provided by the Promoter and the third parties. By entering the Promotion, each Entrant agrees that their personal information may be used in the manner described above and also agrees that the Promoter may disclose entrants' personal information (if necessary) to State and Territory lottery departments and that the winner's name and locality will be published as required under the relevant lottery legislation. A request to access, update, correct or delete any personal information should be directed to the Promoter at the address stated above.

26. See the Promoter's Privacy Policy at [www.ozmosis.com.au](http://www.ozmosis.com.au) for further information about the collect, use and disclosure of personal information.