

RUN FOR THE KIDS MAZDA PROMOTION

1. The Promoter is the Herald & Weekly Times Pty Limited (ABN: 49 004 113 937) of 40 City Road, Southbank VIC 3006 (HWT).
2. Directors, management and employees (and the immediate families of directors, management and employees) of the Promoter, its agencies and companies involved in this promotion are ineligible to enter.
3. Entry is only open to residents of Victoria.
4. Instructions on how to enter and the prize details form part of the conditions of entry. By entering, entrants accept these conditions. The Promoters' decision is final and no correspondence will be entered into.
5. Entry into the competition is via registration for the Run for the Kids 2010 event only. Entrants must, either send their completed registration forms to "Run for the Kids", PO Box 14666, Melbourne, Vic, 8001, or enter online at www.runforthekids.com.au by 5.00pm (AEDST) on Friday March 5, 2010.
6. Competition starts on Monday January 11 2010 and closes on Friday February 26, 2010 at 5.00pm (AEDST) (**Competition Period**).
7. A winner will be randomly drawn on Friday March 12, 2010 at 4.00pm (AEDST) at the Herald & Weekly Times Pty Ltd, Level 8, HWT Tower, 40 City Rd, Southbank, 3006 and announced at the end of the Run for the Kids race festival in Kings Domain at 11.45am (AEDST) on Sunday March 14, 2010.
8. The winner will be notified by phone and mail and their name and state of residence will be published in the *Sunday Herald Sun* Public Notices on Sunday March 21, 2010. By entering this competition, each entrant requests that his or her full address not be published.
9. The Promoter reserves the right to verify the validity of entries and to disqualify any entrant who tampers with or benefits from tampering with the entry process or the operation of the competition or who submits an entry which is not in accordance with these Terms and Conditions. Incomplete or incomprehensible entries will be deemed invalid and will not be included in the draw. The Promoter accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. The Promoter has no control over the Internet, networks or lines and accept no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred.
10. Only one entry per person is permitted.
11. The prize value is \$18,500 (inc GST) and is a 2010 Mazda2 Neo Hatch 1.5 litre 5-speed manual car, including on road costs and dealer delivery fee. The prize does not include car insurance, stamp duty, registration or any other accessories not specified. Vehicle colour is **Metropolitan Grey**. Vehicle colour is subject to colours available in stock at the time of the draw.
12. Collection of the prize is the responsibility of the prize winner. If the winner of the prize is under the age of 18 years on the draw date, the prize will be awarded to the winner's parent or guardian. The winner or his or her parent or guardian (as the case may be) ("**Deemed Winner**") is responsible for arranging their attendance at the premises of the dealer nominated by the Promoters to collect the vehicle. The Deemed Winner must provide all information and sign all documentation necessary to enable the Promoters to register the vehicle in the name of the Deemed Winner prior to collection. To be eligible to claim the vehicle, the Deemed Winner must be capable of obtaining registration of the vehicle in his or her name in accordance with the applicable legislation in the State or Territory in which the vehicle is collected. If the Deemed Winner is, through any legal incapacity or otherwise, unable to register the vehicle in his or her name then he or she may, notwithstanding any condition set out in these conditions of entry to the contrary, assign the vehicle to another person with legal capacity for the purpose of registration of the vehicle.

13. The prize is strictly as stated in paragraph 11 above. The prize is not exchangeable or transferable and cannot be taken as cash. Any additional charges including, but not limited to, storage costs and other incidentals are the responsibility of the winner. The Promoters accept no responsibility for any variation in the prize value. Where a prize is unavailable for any reason, the Promoters may substitute for that prize another item of equal or higher value as determined by the Promoters, subject to the approval of the gaming authorities in each state and territory, where required.
14. To the full extent permitted by the law, the Promoter will not be liable for any loss (including, but not limited to, direct, indirect, special or consequential loss or damage, loss of opportunity, revenue or profit), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) arising directly or indirectly out of or in connection with this promotion or from accepting or using the prize.
15. Without limiting the previous paragraph, the Promoter and its associated agencies and companies will not be liable for any damage in transit to the prize.
16. All entries will be the property of the Promoter. The Promoter is bound by the National Privacy Principles in the Privacy Act 1988 (Cth) in relation to the handling of personal information. The Promoter will collect entrants' personal information for the purposes of conducting the Run for the Kids event and this promotion. The Promoter may disclose entrants' personal information to its contractors and agents to assist in conducting this competition or communicating with entrants. Entrants can seek access to the personal information held by the Promoter by contacting (respectively) the HWT Privacy Officer. Email: privacy@hwt.newsltd.com.au Fax (03) 9292 2101 or mail PO Box 14999 Melbourne City MC 8001 or by contacting Mazda at 385 Ferntree Gully Road, Notting Hill VIC 3168.
17. The prize winner must, at the Promoter's request, participate in all promotional activity (such as publicity and photography) surrounding the winning of the prize, free of charge, and they consent to the Promoters using their name and image in promotional material.
18. If for any reason any aspect of this competition is not capable of running as planned, including but not limited to by reason of infection by computer virus, mobile network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this competition, the Promoter may in its sole discretion cancel, terminate, modify or suspend the competition, or invalidate any affected entries, subject to the approval of the gaming authority in Victoria, where required.
19. In the event of the prize not being accepted or claimed within 3 months of the draw, the relevant winner's entry will be deemed invalid and the Promoter reserves the right to conduct such further draws at 4:00pm (AEST) on Friday 11 June, 2010 at the same location as the original draw as are necessary to distribute the prize, subject to any written directions given by any relevant authority. The winner (if any) will be published in the *Sunday Herald Sun* Public Notices on Sunday March 21, 2010.
20. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought. Where the operation of this competition results in, for GST purposes, supplies being made for non-monetary consideration, entrants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
21. Vic Permit No: 09/4110