

TERMS AND CONDITIONS FOR PROMOTION

1. Instructions on how to enter and Competition Prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions. The Promoter is Magic Millions Sales Pty Ltd ABN 54 078 396 317 of PO Box 5246, GCMC, Queensland, 9726.
2. Entry is open to residents of Australia only. Directors, management and employees of the Promoter, its related companies, agencies, and advertising agencies and their immediate families, and the retailers and suppliers involved with this promotion are ineligible to enter. People under the age of 25 years are not eligible to enter. Only one entry per person will be permitted.
3. The promotion commences on 31th October, 2011 and closes **midnight** AEST on 21st December, 2011. The judging will take place at the Promoter's premises 28 Ascot Court, Bundall, Queensland, and will begin on 23rd December, 2011 and winner contacted on that date. The winner will be notified by phone and mail. If unable to be contacted, a new Competition Prize winner will be drawn at 28 Ascot Court, Bundall, Queensland on and will be notified by phone and mail and this process will continue until a winner is contacted. This is a game of skill, chance plays no part in determining the winner. Each entry will be individually judged based on its literary and creative merit of the answer to the question provided. The judges' decision in relation to any aspect of the competition will be final and binding on every person who enters. No correspondence will be entered into.
4. The Promoter has the exclusive right to extend the term of the promotion for any reason it deems appropriate. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion, subject to any written directions from a relevant regulatory authority.
5. To enter, individuals must go online to www.magicmillions.com.au during the promotional period. Entrants must provide their name, address, daytime telephone number, email address (if any) and an answer to the question: **"Why do you want to experience the 2012 BMW Magic Millions Carnival"**.
6. The Competition Prize chosen by the Promoter and set out in **paragraph 9** below is non-transferable and not redeemable for cash and is not valid with any other offers.
7. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions will be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
8. The best valid entry as determined by the judges will win the Competition Prize. Only the one Competition Prize shall be awarded.

9. The Competition Prize is only valid and redeemable during the weekend of the 2012 BMW Magic Millions Carnival and Race Day.

The Competition Prize is:

Airfares, tickets and hospitality package

- Two (2) Return Economy Airfares from the Winner's closest capital city: (Valued up to \$1,600.00 (\$800.00 per person))
- Two (2) tickets to the 2012 BMW Magic Millions VIP Marquee at the 2012 BMW Magic Millions Race Day, 14th January, 2012.
- Premium food and drinks hospitality package on raceday (value \$1,400.00)

BMW Z4 Roadster

- One (1) BMW Z4 Convertible Roadster == Valid 13th January, 2012 to 15th January, 2012
 - The winner of the Competition Prize will indemnify the Promoter and keep the Promoter indemnified for any loss or damage whatsoever and howsoever caused to the BMW which occurs while the BMW is in the control of or driven by the winner or any other person whether under the influence of any drug or intoxicating substance or otherwise and shall indemnify the Promoter for any fines or penalties whatsoever or howsoever incurred whilst the vehicle is in the custody of the winner of the Competition Prize
 - Within the promotion terms and conditions, it will be specified that the winner must be 25 years of age or older. Further they must hold a current, valid and unqualified Australian Drivers Licence (i.e. free of any limitation or restriction)
- Vehicle supplied for Friday 13th, Saturday 14th and Sunday 15th January (3 Days) – (Value \$900.00)
- Petrol Voucher to the value of \$100.00 will be supplied

Value \$1,000.00

R.M.Williams

- R.M.Williams Aspendale Travel Bag (Value \$345.00)

Myer

- A \$1,000.00 Myer Voucher, valid for 6 months.

Marriott Resort and Spa Gold Coast

Two (2) night's accommodation in a newly refurbished ocean view room at the Surfers Paradise Marriott Resort & Spa including breakfast for two (2) in the resort's new restaurant, Citrique, as well as two one hour massages at the luxurious Lattouf Hair & Day Spa. (Value \$2064.00)

Magic Millions Gold Coast Yearling Sales

Two (2) tickets to the 2012 Magic Millions January Yearling Sales – Session Four (post Race Day), including a fully catered Ringside Dining Package. (Valued \$400.00).

Benihana Restaurant Voucher – Marriott Resort & Spa, Surfers Paradise

A Food & Beverage voucher for two (2) people (Value \$150.00).

See website www.benihanasurfersparadisemarriott.com.au/ for opening and trading hours. Bookings are essential. (07) 5592 9770

Sky Point Restaurant Voucher – Level 77, Q1, Surfers Paradise

Entry for two (2) Adults (Value \$42.00) and a lunch voucher for two (2) people (Value \$58.00)

Total prize value \$100.00

Tickets are valid for 12 months and valid for 1 use only.

Lunch available from 11.30am daily during normal trading hours and must be used in one transaction.

See website for opening and altered trading hours.

www.skypoint.com.au or 07 5582 2700

Total Value \$8,359.00

10. Any ancillary costs associated with redeeming the Competition Prize are not included. These are the responsibility of the winner.
11. Any unused balance of any voucher or gift card will not be awarded as cash. Redemption of any voucher or gift card is subject to any terms and conditions of the issuer including those specified on the voucher or gift card. Vouchers are valid for up to twelve (12) months from the date of issue. Redemption of the voucher prizes are subject to the terms and conditions stipulated on the voucher. The Promoter will not be liable for any voucher that has been lost, stolen, forged, damaged or tampered with in any way.
12. \$1000 spending money will be awarded in the form of a debit MasterCard. Redemption of this component of the Competition Prize is subject to standard terms and conditions and business guidelines of Commonwealth Bank MasterCard. Choice of MasterCard on which the spending money is awarded is determined at the complete discretion of the Commonwealth Bank.
13. The Competition Prize must be taken as offered. The Competition Prize, or any unused portion of the Competition Prize, is not transferable or exchangeable and cannot be redeemed as cash or other goods and services. The Competition Prize is not valid in conjunction with any other offer. The Competition Prize is valued in Australian dollars. The Promoter accepts no responsibility for any variation in the Competition Prize value. Competition Prize winners are advised that tax implications may arise from their Competition Prize winnings and they should seek independent financial advice prior to acceptance of their Competition Prize. In the event that a portion of the Competition Prize is awarded to the winner in the form of a voucher / ticket / pass / online, redemption of that portion of the Competition Prize will be subject to the terms and conditions stipulated on the voucher / ticket / pass / online. The Promoter will not be liable for any voucher / ticket / pass that has been lost, stolen, forged, damaged or tampered with in any way.
14. The Competition Prize does not include any installation or set-up of any of the products.

15. Products included in the Competition Prize package (including but not limited to titles, colour, design, sizing, style) will be determined by the Promoter in its complete discretion. All of the Competition Prize must be taken as offered.
16. The Promoter is neither responsible nor liable for any late, lost or misdirected mail (not including but not limited to the Competition Prize).
17. The Promoter is neither responsible nor liable for any of the Competition Prize being damaged in transit in the delivery of that Competition Prize.
18. Entries not completed in accordance with the Terms and Conditions or received after the closing date will not be considered. Indecipherable or incomplete entries will be deemed invalid.
19. If for any reason a winner does not redeem an element of the Competition Prize by the time stipulated by the Promoter, then the Competition Prize or that element of the Competition Prize will be forfeited.
20. If the Competition Prize (or any part of the Competition Prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the Competition prize (or any part of the Competition Prize) with a Competition Prize to the equal value and / or specification.
21. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet Service Provider used.
22. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability (including negligence) for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion, including but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or Competition Prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in Competition Prize value to that stated in these conditions of entry; (e) any tax liability incurred by a winner or entrant; and (f) use of a Competition Prize.
23. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) to modify, extend, suspend, terminate or cancel the promotion, as appropriate.
24. All entries become the property of the Promoter. The collection, use and disclosure of personal information provided in connection with this competition is governed by The Privacy Notice (see contents page for location in this issue). By entering the promotion, unless otherwise advised by the entrant, each entrant consents to the

information they submit with their entry being entered into a database and the Promoter may use this information in any media for future promotional, marketing and publicity purposes without any further reference or payment to the entrant. A request to access, update or correct any information should be directed to the Promoter.

25. The Promoter complies with the Australian National Privacy Principles. The laws of Queensland apply to this promotion to the exclusion of any other law. Entrants submit to the exclusive jurisdiction of the courts of Queensland.