

## TERMS & CONDITIONS FOR RESOURCESTOCKS IPOD COMPETITION 2009

1. Information on how to enter and the prize giveaway is included in these Terms and Conditions of entry. Entries not completed in accordance with these Terms and Conditions or received after the closing date will not be considered.
2. The Promoter is Aspermont Limited, 613-619 Wellington Street, Perth, Western Australia 6000 ABN 66 000 375 048
3. The promotion commences at 9.00 am AWST on Tuesday 18<sup>th</sup> August 2009 and final entries close at 4.00 pm AWST on Wednesday 21<sup>st</sup> October 2009.
4. Entry is by completing the nomination form in full and submitting the online RESOURCESTOCKS Best of the Best 2009 People's Choice Award nomination form.
5. The Promoter reserves the right to verify the validity of entries and to disqualify any entrant who tampers with the entry process.
6. Only Western Australia, South Australian, Northern Territory and Victorian residents over the aged 18 years and over are eligible to enter.
7. NSW residents, ACT residents, employees and immediate family of the Promoter and its associated companies are ineligible to enter.
8. The competition will be drawn at 9.00am AWST on Wednesday 4<sup>th</sup> November 2009. The winner will be notified by mail, email or telephone and their name will be published on the Promoter's industry-news website at [www.industry-news.net](http://www.industry-news.net).
9. The first valid entry drawn from all entries received during the promotional period will win an iPod touch 8GB valued at AU\$329.00. The Promoter accepts no responsibility for any variation in the prize value. The prize is not transferable or exchangeable and cannot be taken as cash.
10. Unless expressly stated within these Terms and Conditions, all other expenses become the responsibility of the winner.
11. Once the prize has left the Promoter's premises, the Promoter accepts no responsibility if the prize is damaged, delayed or lost in transit.
12. The Promoter's decision in relation to any aspect of this promotion is final and no correspondence will be entered into.
13. To the full extent permitted by law, the Promoter will not be liable to you in respect of any claim for any loss or damage whatsoever (including, without limitation, any consequential, indirect, special, punitive or incidental damages) or for any personal injury suffered by you as a result of, or in connection with, the promotion.

14. The Promoter may in its absolute discretion suspend, cancel or recommence the promotion if:
  - a) for any reason the promotion is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of the promotion; or
  - b) the determination of the prize winners or the delivery of the prizes is prevented or hindered by any outside agent or event including but not limited to vandalism, power failure, tempest, natural disaster, acts of God, and civil unrest.
15. The Promoter may retain the entrant's contact details for the purpose of sending the entrant information about the business activities, products and services of the Promoter and their associated companies. If entrants no longer wish to receive marketing information, the entrant should contact The Promoter.
16. 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.
17. The Promoter accepts no responsibility for any tax implications that may arise from the prize winning. Independent financial advice should be sought.