

Cabots Foosball Table – Game of Skill Promotion

How to Enter

1. Individuals must, during the Competition Period, go online to www.cabots.com.au, follow the Promotional link to the competition entry page, fill in their details as required, upload a photo of their deck ("Image"), and submit their entry ("Eligible Entry").
2. No purchase is required to enter. Images uploaded must be in a compatible format (i.e. .jpg, .gif etc) and the Promoter reserves the right to remove any offensive Images at their discretion. Each Image submitted must be original and must have been taken by the entrant who submits the entry.
3. Any cost associated with accessing the Promotional website is the entrant's responsibility and is dependent on the Internet service provider used.

Terms and Conditions

4. Information on how to enter and Prizes form part of these Terms and Conditions. Participation in this Promotion is deemed acceptance of these Terms and Conditions of Entry.
5. The Promotion is only open to "Eligible Entrants". Subject to clause 6, an "Eligible Entrant" is a person who (a) is a resident of either Victoria, Tasmania, New South Wales, Queensland, South Australia and/or Western Australia; (b) is at least 18 years of age at the date of entry; (c) submits each entry into this Promotion in accordance with these Terms and Conditions; (d) enters this Promotion for himself or herself exclusively and not on behalf of any other person or group of persons, including any syndicate of persons; and (e) does not in any way tamper with the Promotion and/or the entry process for the Promotion.

(d) Without in any way limiting the foregoing, if the Promoter is of the opinion, acting reasonably, that a person has submitted an entry to this Promotion as part of a syndicate or otherwise in any manner designed to increase the likelihood of the Entrant winning a Prize, the Promoter may, in its absolute discretion, declare that all entries submitted by that Entrant are invalid. The Promoter incurs no liability to the excluded Entrant for any loss or damage he or she may suffer if such a declaration is made.
6. Employees of the Promoter and their immediate families, employees of the Promoter's related companies and their immediate families and employees of any agencies involved in this Promotion and their immediate families are ineligible to enter.
7. The Promotion commences at 00:01am (AEDST) on 19/11/2009. Final entries close and must be received by 11:59pm (AEST) on 30/04/2010 ("Competition Period")
8. Multiple entries permitted, provided that each entry is submitted separately and in accordance with the entry requirements.
9. This is a game of skill and chance plays no part in determining the Winners. Each Image submitted must be the entrant's own original work. The Promoter's judging panel will select their favourite Images, based on the originality, creativity and ingenuity exhibited in the Image, and those entrants will be deemed the Winners and will receive the Prize in their respective Region.
10. Incomplete, indecipherable or illegible entries will be deemed invalid.
11. The judges' decision is final and no correspondence will be entered into.
12. The Promoter reserves the right, at any time, to verify the validity of entries and entrants as required (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. Suitable forms of verification are at the discretion of the Promoter. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
13. The use of any automated entry software or any other mechanism or electronic means that allows an Entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that Entrant invalid. The Promoter may, in its sole discretion, disqualify all entries from, and prohibit further participation in this competition by, any person who tampers with or benefits from any tampering with the entry process or with the operation of the competition or acts in violation of these conditions, acts in a disruptive manner or acts with the intent to annoy, abuse, threaten or harass any other person.
14. Judging will commence at 10am (AEDST) on 10/05/2010 at the office of the Promoter - 1956 Dandenong Road, Clayton VIC, 3186. All eligible entries received throughout the Competition Period will be divided into the following "Regions" prior to judging: (i) VIC/TAS; (ii) NSW; (iii) QLD; and (iv) SA/WA. The best entry selected in each Region, as determined by the Promoter's judging panel in their sole discretion, will be deemed the winning entry and a Prize will be awarded to the entrant who submitted each winning entry. Each Winner will be notified by telephone and in writing and published online at www.cabots.com.au

15. Each Winner will receive a Cabots branded Deck Chair, valued at RRP \$400 ("Prize"). The Prize value in each Region is \$400 Any costs in excess of the (GST inclusive) value of the Prize which may be associated with redeeming the Prize are not included and are the sole responsibility of the Winner.
16. Total Prize value is \$2000
17. All Prize values stated are the recommended retail value in Australian dollars and include GST (where applicable). The value of all Prizes stated are accurate at the time of printing. The Promoter accepts no responsibility for any variation in the value of the Prizes after that date.
18. If the Prize (or any part thereof) is unavailable, the Promoter, in its discretion, reserves the right to substitute the Prize (or any part thereof) with a Prize of equal value and/or specification, subject to any written directions from a State and/or Territory regulatory authority.
19. The Prize is not transferable or exchangeable and cannot be taken as cash unless otherwise specified.
20. Winners must allow up to 60 days for delivery of their Prize. The Promoter and their associated agencies, and companies associated with this Promotion will take no responsibility for a Prize damaged or lost in transit. Once the Prize has left Promoter's premises, the Promoter will not be responsible for any delay in delivery, or failure of safe delivery of the Prize.
21. If the Promoter determines that any Winner was under 18 years of age at the time of entry, their entry will be deemed invalid and the next best entry in that Region will be deemed as the winning entry.
22. If the original Winner in any Region does not claim their Prize by 10am (AEDST) on 10/09/2010 they will automatically forfeit their right to the Prize and the next best entry in that Region will be deemed as the winning entry. This process will continue until the Prize has been claimed or entries are exhausted, whichever occurs first.
23. The Promoter and any of their employees, contractors and agents or employees of their contractors and agents, accept no responsibility for late, lost or misdirected entries. All entries are deemed to be received at the time of receipt in the Promotional database and NOT time of transmission by the Entrant.
24. The Promoter assumes no responsibility for any error, omission, communications line failure, theft, destruction or unauthorised access to, or alteration of entries. Any entry that is deemed incomplete, indecipherable or illegible by the Promoter will be deemed invalid. The Promoter is not responsible for any problems or technical malfunction of any equipment, software, failure of any email or entry to be received by the Promoter on account of technical problems or traffic congestion on the Internet or any website, mobile network or any combination thereof, including any injury to or damage to entrants or any other person's computer or mobile phone related to or resulting from participation or downloading in materials in relation to this Promotion.
25. The Winner accepts their Prize at their own risk. To the full extent permitted by law neither the Promoter, and/or any of its employees, contractors and agents or employees of its contractors and agents, and/or companies providing Prizes for the Promotion, will be liable for any liability/cost/loss/damage/expense/death/personal injury suffered or incurred or any dispute (including, but not limited to, direct/indirect/consequential loss) arising out of, or in connection with this Promotion, any omission to enter a person into the draw, the provision of Prizes, use or participation in such Prizes or Promotion of this competition.
26. All winning entries will be entered into a database. The Promoter may use the Winner's full name, likeness, image and/or voice and any other details for any Promotional, marketing and publicity purposes in any media worldwide without any fee being paid to the Winner.
27. The Promoter, and any of its employees, contractors and agents or employees of its contractors and agents, accepts no responsibility for any tax implications that may arise from the Prize winnings. Independent financial advice should be sought by the Winner. The Promoter and its related bodies corporate make no warranties and accept no liability in relation to any Prize, its condition or fitness for any purpose.
28. If for any reason the Promoter, and any of its employees, contractors and agents or employees of their contractors and agents, determines in good faith and its sole discretion that this Promotion is not capable of running safely as planned, including but not limited to events such as infection by computer virus or bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of the Promoter, including but not limited to vandalism, power failures, tempests, natural disasters, Acts of God, civil unrest and strikes, which might corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter reserves the right and may in its absolute discretion cancel the Promotion and recommence it on similar Terms and Conditions, subject to State and/or Territory regulations (as required).
29. Each Image submitted by an entrant as part of their entry becomes property of the Promoter. As a condition of entry into this Promotion, each entrant irrevocably grants to the Promoter a non-exclusive perpetual worldwide license to use and exploit all intellectual property rights (including without limitation, copyright) in and to the Image and consents to the Promoter doing (or omitting to do) any acts in respect of the Image which may otherwise constitute an infringement of the entrant's moral rights (as defined in the Copyright Act 1968 (Cth)). For the avoidance of doubt, the Promoter may use all or any part of an entrant's Image for any purposes at its discretion,

including, without limitation, using the entrant's Image for Promotional, marketing or publicity purposes, whether in respect of this competition, the Promoter, or otherwise. Each entrant warrants to the Promoter that the Image submitted is their original literary work which does not infringe any rights of any third party. A breach of the warranty set out in this condition will result in the entrant's entry being deemed invalid. In addition, each entrant indemnifies the Promoter against all loss, damages and costs incurred by the Promoter arising from that entrant's breach of the warranty set out in this condition. Entrants can opt-out from receiving marketing material by contacting the Promoter.

30. Should any entrant's contact details change during the Competition Period, it is the entrant's responsibility to notify the Promoter.
31. Caution: Any attempt to cause damage to any website or the information on any website associated with this Promotion or to otherwise undermine the fair and legitimate operation of this competition may be a violation of criminal and civil laws. The Promoter reserves the right to seek damages to the fullest extent permitted by law in the event that any such an attempt is made, whether or not that attempt results in any such damage, interference or undermining.
32. The Promoter is DuluxGroup Pty Ltd of 1956 Dandenong Road, Clayton VIC, 3186. ABN 67 000 049 427.