

THEVINE.COM.AU

What's your ideal way to survive winter

TERMS AND CONDITIONS

1. Information on how to enter forms part of the terms of entry. Entry into the competition is deemed acceptance of these terms and conditions.
2. Entry is open to all residents of Australia. However, employees and their immediate families of Fairfax Digital Australia & New Zealand Pty Ltd and Lifelounge and its associated agencies and companies are not eligible to enter.
3. The competition commences on Monday, June 29, 2009 at 11:30am (AEST) and concludes on July 13 at 5pm.(AEST).
4. To enter, participants must post in 25 words or less, in the fashion forum "your ideal way to survive winter". Participants can use photos and words, extra points for including an image or video. Entries will be submitted via forum postings within the Community section of www.thevine.com.au. To enter participants must be a member of TheVine, or join as a Vine citizen.
5. Entries (including winner) into the competition is limited to one (1) entry per person. All duplicate entries will be removed prior to the draw.
6. A judging panel will review all entries submitted. The entry that is judged the best and most creative entry will be deemed the major prize winners. The judge's decision is final and no correspondence will be entered into.
7. The judging will take place on 14th July 2009 at TheVine, 285 St Kilda Rd, St Kilda, VIC 3182. The winners will be notified by telephone and email.
8. The Promoter reserves the right to verify the validity of entries and to disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these Terms & Conditions of Entry or who has, in the opinion of Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter. The Promoter reserves the right to disqualify a winner if Promoter becomes aware that the winner and/or the winner's entry is of a type described in this clause.
9. Entries must be received by July 13th, 5pm. (AEDST). The time of entry will in each case be the time the online entry is received by TheVine database. The Promoter accepts no responsibility for any late, lost or misdirected entries due to

technical disruptions, network congestion or for any other reason.

10. The cost of accessing the promotional website will be dependant on the entrant's individual Internet Service Provider.
11. Prize:
 - 1st prize is one Toddy Tuxedo Onesie \$99.90RRP choose between size 8, 10 or 12 and one pair UGG cardy boots in black \$219.95RRP in your shoe size.
 - Second prize is one pair Toddy Redrum Onesie \$89.90RRP choose between size 8, 10 or 12 and one pair UGG cardy boots in black \$219.95RRP in your shoe size.
 - Total prize pool is \$629.70
12. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State Regulation.
13. The promoter reserves the right to refuse to allow a winner to take part in any or all aspects of the prize, if the promoter determines, in their absolute discretion, that a winner is not in the mental or physical condition necessary to be able to safely participate in the prize. 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.
14. In the event that for any reason whatsoever a winner does not take an element of the prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that element of the prize.
15. In consideration for the Promoter awarding the prize to the winner, the winner hereby assigns to the Promoter all right, title and interest in and to all copyright in any material created pursuant to the winner's participation in any aspect of the prize (Works). The winner acknowledges that the Promoter is free to use the Works and to exercise its rights in relation thereto and the winner will not be entitled to any fee for such use.
16. In consideration for the Promoter awarding the prize to the winner, the winner hereby permits the winner's image and/or voice, as recorded, photographed or filmed during the winner's participation in the prize to appear in connection with Fairfax Digital Australia & New Zealand, www.thevine.com.au or the advertising or marketing thereof, in any media whatsoever throughout the world and the winner will not be entitled to any fee for such use.

17. Prize values are based upon the recommended retail prices at the time of printing (inclusive of GST). The promoter accepts no responsibility for change in prize value between now and the ultimate prize redemption date.
18. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
19. Should an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to Promoter.
20. Subject to any written direction given under regulation 37 of the Lotteries and Gaming Act 1993 (SA), the promoter may conduct further draws at the same time and place as the original draw as necessary to distribute the prize. The winner will be notified by telephone and email.
21. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to any written directions given under State Regulation.
22. The Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law. The Promoter is not responsible for any incorrect or inaccurate information, either caused by the phone user or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.
23. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or 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.

24. Fairfax Digital Australia & New Zealand Pty Ltd, Lifelounge and its associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.
25. If for any reason this competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the competition, subject to any written direction given under State Regulation.
26. All entries become the property of the Promoter. The Promoter collects personal information about you to enable you to participate in this promotion but no further use of this information will be made without prior consent.
27. The Promoter is Fairfax Digital Australia & New Zealand Pty Ltd, (ABN: 34 087 887 456) of Level 2, 1 Darling Island Road, Pyrmont NSW 2009.