

Malvern Star – Tour de France 2010 Promotion

Updated on 01/03/2010 to include a new prize in NZ

1. Information on how to enter and prizes form part of these Conditions of Entry. Participation in this promotion is deemed acceptance of these Conditions of Entry. 2. This Promotion commences at 00.01am AEST on 01/02/10 and ends at 11.59pm AEST on 30/04/10 ("Promotion Period"). 3. Entry to this competition is open to Australian and New Zealand residents only. Employees of the Promoter and the Promoter's suppliers and agencies associated with this Promotion (and those employees' immediate families) are ineligible. 4. To enter the major prize promotion, entrants must: a. purchase any 2010 model Malvern Star Oppy branded carbon frame bike (Oppy PRO, Oppy C7, Oppy C6, Oppy C5) from a participating legend dealer during the Promotion Period; and b. complete an entry form, including providing the entrant's details, the retailer's details and an answer (in 25 words or less) to the question "Tell us your own legend about Malvern Star?" and submit the entry form, together with a copy of their invoice for the required purchase, to the promoter, by no later than close of business on Friday 7 May 2010. For clarity, where a product is purchased via layby or other similar means, the full purchase price must be paid during the promotion period in order for it to be regarded as an eligible purchase under this promotion. 5. The participating legend dealers are listed on the Malvern Star website at www.malvernstar.com.au/legend. 6. Entrants may only submit one entry for each 2010 model Malvern Star Oppy branded carbon frame bike (Oppy PRO, Oppy C7, Oppy C6, Oppy C5) purchased. 7. All entrants are also eligible to receive free Malvern Star clothing and a Giro Atmos helmet. Purchasers of the Oppy PRO or Oppy C7 are eligible to receive a complete Malvern Star clothing kit, including Top (Jersey), Bottom (Knicks) and Socks, as well as a Giro Atmos helmet. Purchasers of the Oppy C6 are eligible to receive a free Malvern Star Jersey and a Giro Atmos helmet and purchasers of the Oppy C5 are eligible to receive a free pair of socks and the Giro Atmos helmet. Colours of the clothing kit available are Red/Black. Sizes of the clothing kit available are S, M, L, XL. Colours of the Giro Atmos helmet available are Blue/White, Red/Black, White/Silver and Pink/White. Sizes of the Giro Atmos helmet available are S, M, L. The Promoter will endeavour to meet any requests for particular sizes and colours from those available but cannot guarantee availability of any particular size or colour. Eligible entrants must complete the clothing and helmet request on the entry form and return it by post to the Promoter, together with a copy of their invoice for the required purchase, by no later than close of business on Friday 7 May 2010. Entries received after that time will be ineligible. The relevant clothing and helmet will be sent to eligible entrants within 4 weeks of the end of the Promotion Period. 8. One winner from each of Vic/Tas, SA, QLD, WA, NSW/ACT and NZ will be selected from the entries lodged (being 6 major prize winners in total). This is a game of skill. Chance plays no part in determining the winners. Each entry will be individually judged by representatives of the Promoter based on the literary and creative merit of the entry. The best entry in each of Vic/Tas, SA, QLD, WA, NSW/ACT and NZ, as determined by the judges in their absolute discretion, will win a trip for themselves to the 2010 Tour de France with Phil Anderson's Cycling Down Under comprised of: a. An economy flight for the winner from their nearest capital city to Brussels Airport and a returning from Charles de Gaulle Airport, Paris to their nearest capital city) and 5 nights accommodation at Hotel La Royale, Leuven, Belgium for the winner. Flights and accommodation will be organized by the Promoter with an airline of the Promoter's choice to enable the winner to attend the trip from Thursday 1 July to Tuesday 6 July 2010. b. Breakfast daily, all dinners and transfers between Brussels Airport or Charles de Gaulle Airport and the accommodation will be included. c. Full details of the trip are available at www.philanderson.com.au/CyclingDownUnder-Tour1.pdf Travel insurance (which is compulsory for attendees), passport or travel visa requirements, bikes and bike insurance, lunches and transfers from the winners' point of residence to their point of departure are not included, and any additional costs incurred are the responsibility of the winners. 9. The potential prize value per trip is up to AUD \$4000. Prize values are correct at the time of printing. The Promoter accepts no responsibility for any variation in prize values. Prizes (or any unused portion of a prize) are not transferable or exchangeable and cannot be taken as cash. 10. Winners will be notified individually by telephone and email and their details published at the Malvern Star website (www.malvernstar.com.au) on 15 May 2010. 11. In the event that a prize is not available, the Promoter reserves the right to substitute prizes, in their sole discretion, to the same or greater recommended retail value and/or specification, subject to any written directions from any relevant authority. 12. The Promoter reserves the right, at any time, to verify the validity of entries and entrants. The Promoter's decision in relation to all aspects of the promotion is final and no correspondence will be entered into. 13. If the winner of a prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian. 14. If for any reason a winner is not capable of flying at the times booked or does not otherwise redeem a prize (or part thereof) by the time stipulated by the Promoter, then the prize or that element of the prize will be forfeited. 15. If for any reason this Promotion is not capable of running as planned, including but not limited to tampering, unauthorised intervention, fraud or any other causes beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter reserve the right in its sole discretion, subject to any written directions given by the gaming authorities in each State and Territory, to cancel, terminate, modify or suspend the Promotion. 16. The Promoter may, in its sole discretion, disqualify all entries from, and prohibit further participation in this Promotion by, any person who tampers with or benefits from any tampering with the entry process or with the operation of the Promotion 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. 17. The Promoter accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, receipts, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction or otherwise. 18. The Promoter and associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits or tax liabilities), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Promotion or accepting or using any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law). The Promoter may require the winners, as a condition of accepting a prize, to sign a release of liability in respect of the Promoter. 19. Entrants consent to the Promoter using the entrant's name and image in the event they are a winner for the purpose of promoting, publicising or marketing this Promotion, including any outcome. 20. All entries will be the property of the Promoter. Entries will not be returned to any entrant. As a condition of entering into this promotion, each entrant assigns all of their rights, title and interest (including copyright) in and to their entry to the Promoter from the time of entry. Each entrant warrants to the Promoter that each entry submitted is an original literary work of the entrant that does not infringe the rights of any third party. The entrant agrees to indemnify the Promoter against all costs and claims by third parties arising from a breach of this warranty. Entrants consent to any use of their entry which may otherwise infringe their moral rights pursuant to the Copyright Act 1968 (Cth). 21. The information entrants provide will be used by the Promoter for the purpose of conducting this Promotion and for future direct marketing purposes. The Promoter may disclose Entrants personal information to contractors and agents for direct marketing purposes, to assist in conducting this Promotion, to communicate with Entrants and to State and Territory gaming authorities. Winners' names will be published if required under the relevant lottery legislation. The Promoter is bound by the National Privacy Principles in the Privacy Act 1988. Entrants can access their personal information by contacting the Promoters' Privacy Officer at GPO Box 2370 Hawthorn LPO Hawthorn Victoria 3122 or at privacyofficer@pacbrands.com.au. 22. The laws of Australia apply to this promotion to the exclusion of any other law. Entrants submit to the exclusive jurisdiction of the courts of Australia. 23. The Promoter is Pacific Brands Leisure & Fitness, a division of Pacific Brands Sport & Leisure Pty Ltd of 47-67 Westgate Drive, Altona North VIC 3025. A.B.N. 53 098 742 708.