

Fairfax Media Limited
Highest Fundraisers Cole Classic
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 Media Limited, their associated agencies and companies are not eligible to enter.
3. The competition commences on October 26, 2009 at 00:01 (AEST) and concludes on February 8, 2010 at 12noon (AEST).
4. Participants must be registered for the Cole Classic race. Registration is available through the Cole Classic website at www.coleclassic.com.
5. To enter the fundraising competition, after registering to enter the race, participants must:
 - a. Log onto www.everydayhero.com.au/event/cole_classic10
 - b. Create a fundraising account with Everyday Hero
 - c. Raise funds for the Manly Life Savers ClubThe funds are tracked by Everyday Hero and are on a cumulative tally.
6. Entrants under the age of 18 must obtain the prior permission of a parent or guardian over the age of 18 to enter.
7. Incomprehensible and incomplete entries will be deemed invalid.
8. Entrants in the competition may only register one fundraising account per person.
9. The Promoter reserves the right to request the winner to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity (including proof of registration) in order to claim a prize. Proof of identification, residency and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
10. The Promoter reserves the right to verify the validity of entries and to disqualify any entry which, in the opinion of Promoter, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, 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.

11. All raised funds must be registered by 12noon (AEST) on February 8, 2010. The time the raised fund is registered is the time the information is received on the Everyday Hero online fundraising database. The Promoter accepts no responsibility for any late, lost or misdirected registrations including details registered not received by the Promoter or delays in the delivery of the information due to technical disruptions, network congestion or for any other reason.

12. The cost of accessing the promotional website will be dependant on the entrant's individual Internet Service Provider.

13. Prize:

- The winner will win

* 2 Ex-Tax return air ticket Sydney-Nadi-Sydney on Air Pacific

* 2 Return transfers from and to Nadi airport/Resort

* 4 Nights Accommodation Plantation Island Resort

valued at \$4500.

- The prize must be taken on dates specified - from 8 to 10 October 2010 for the Fiji Ocean Swim.

14. Prizes can not be transferred or be redeemed for cash.

15. The winner is responsible for all other expenses including spending money (unless stated above), meals (unless specified), drinks, transfers (unless specified), laundry charges, activities (unless specified), incidentals, taxes (including departure taxes), energy surcharges, gratuities, services charges, passports, visas, travel insurance and all other ancillary costs. Travel insurance is highly recommended to protect against the additional costs incurred in the event of unforeseen circumstances.

16. Government taxes are an additional cost to the winner and are required prior to ticketing.

17. Air tickets are available on the regular scheduled services of the airline and are subject to seasonal embargos. Flight itinerary may have to be adjusted depending on the airlines departure city and their current flight schedule. Frequent Flyer points are not available from any airline.

18. It is the traveller's personal responsibility to ensure that they have valid documentation, including but not limited to valid passports and visas, which meet the requirements of immigration and other government authorities at every destination. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be the sole responsibility of the traveller/s.

19. Fairfax Media makes no representation as to the safety, conditions or other issues that may exist at any destination. International travel advice can be obtained from various sources, including government, local consular offices and the web site of the Australian Department of Foreign Affairs and Trade.

20. 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.

21. 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.

22. Once prizes have left the Promoter's premises, the Promoter takes no responsibility for prizes damaged, delayed or lost in transit.

23. By accepting the prize, the winner agrees to participate in and co-operate as required with all reasonable media editorial requests relating to the prize, including but not limited to, being interviewed and photographed, filmed and/or chaperoned throughout the duration of the prize.

24. 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.

25. 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 Media Limited 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.

26. 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.

27. 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.

28. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.

29. The top individual with the highest total of funds on their online fundraising page as at 12noon (AEST) on February 8, 2010 will be determined on February 8, 2010 at The Promoter's premises. All decisions of the Promoter are final and no discussions or correspondence will be entered into. Should there be a draw with more than one person having the highest total of funds, then the winner will be picked randomly from the top individuals with the highest fund total who have drawn.

30. The winner will be notified by phone within 2 days of the winner determination and will also be advised of their prize in writing. The winner will be published online on www.coleclassic.com on February 12, 2010 and in the Public Notices section of The Sydney Morning Herald newspaper on February 12, 2010.

31. The prize will only be awarded to the registered individual Everyday Hero account holder.

32. 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.

33. The prize must be claimed by May 8, 2010 and if the prize remains unallocated or unclaimed, then the prize will be forfeited and cash will not be awarded in lieu of the prize. The prize will be re-allocated to the entrant that has submitted the entry which best meets the winner selection criteria after excluding the entrant that has failed to claim the prize. The re-allocation will take place on May 11, 2010 at 12noon at Fairfax Media, 1 Darling Island Road, Pyrmont NSW. 2009.

34. The promoter's decision is final and the promoter will not enter into correspondence regarding the Competition result.

35. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements.

36. 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.

37. 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 directions given under State Regulation.

38. 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 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, network failure, theft or destruction or unauthorised access to or alteration of entries.

39. Fairfax Media Limited and their associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.

40. 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 direction given under State Regulation.

41. 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.

42. Entrants' personal information may be disclosed to State and Territory lottery departments and winner's name published as required under the relevant lottery legislation. A request to access, update or correct any information should be directed to the Promoter.

43. The Promoter is Fairfax Media Ltd, (ABN: 33 003 357 720) of Level 5, 1 Darling Island Road, Pyrmont, NSW 2009.

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