

**Fairfax Media Publications Pty Ltd**  
**Mr & Ms Average Cole Classic Swimming Competition**  
**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 to the competition is open to all residents of Australia who enter the 2km race and compete on the day.
3. Fairfax Media employees, their immediate families and their associated agencies and companies are not eligible to enter.
4. Mr Average and Ms Average winners will be based on the computer calculation of the overall average race time done in the 2Km race by a male and a female. Should there be more than one finalist with the same average time calculation, then the winner will be picked randomly from those finalists.
5. The competition commences on 26/10/09 at 09:00 (AEST) and concludes on 06/02/10 at 12:00 (AEST).
6. . The method of entry can be via:
  - a. The website, [www.coleclassic.com](http://www.coleclassic.com), or
  - b. Completion of an entry form and mailing to Cole Classic Swimming, GPO Box 5031, Sydney NSW 2001 .
7. Entrants must be 18 years of age or older.
8. Entrants to the 2km race and competition may only enter once.
9. The Promoter reserves the right to request the winners to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity (including phone bill or store receipt for purchase requirement) 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 the 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. The Promoter accepts no responsibility for any late, lost or misdirected entries due to postal errors or technical disruptions, network congestion or for any other reason..
12. The prize for 2km races for Mr Average and Ms Average includes:
  - \* 1 Ex-Tax economy return air ticket Sydney-Vila-Sydney
  - \* 4 nights accommodation at Melanesian Port Villa
  - \* 1 Ex-Tax economy return air ticket Vila-Santo-Vila
  - \* 3 nights accommodation at Aore Resort

13. Total prize value is up to \$6500 (including GST) - \$3,250 for each winner.
14. The prize must be taken on dates specified - to be advised – week commencing 6 June, 2010.
15. Prizes can not be transferred or be redeemed for cash.
16. 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.
17. Government taxes are an additional cost to the winner and are required prior to ticketing.
18. 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.
19. A credit card imprint or cash deposit may be required from the winner at check-in to the hotel, for all incidental charges. Once accommodation vouchers are issued they are non-changeable.
20. 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.
21. 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.
22. 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.
23. 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.
24. 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.
25. 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.
26. 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 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.
27. 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.

28. 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.
29. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
30. The draw will take place at Fairfax Media, 1 Darling Island Road, Pyrmont NSW 2009 on February 8, 2010 at 5pm.
31. The winner will be notified by telephone within 7 days of the draw and will also be sent a letter advising them of their prize. The winner will be published in the Public Notices section of The Sydney Morning Herald newspaper on Friday, February 12, 2010.
32. *The prize will only be awarded to the account holder of the entry mechanism used to submit their entry (i.e. online or by mail). The winner will therefore be, in each case, the account holder.*
33. 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.
34. Subject to any written direction from state Lottery and Gaming Authorities departments, an unclaimed prize draw will take place at Fairfax Media, 1 Darling Island Road, Pyrmont, NSW 2009 on 10/5/2010 at the same time and place as the original draw, to distribute any prizes that remain unclaimed on that date. Winners of any unclaimed prizes will have their details published in the Public Notices section of the Sydney Morning Herald on 14/5/10.
35. The promoter's decision is final and the promoter will not enter into correspondence regarding the Competition result.
36. It is a condition of accepting the prize that the winners must comply with all the conditions of use of the prize and the prize supplier's requirements.
37. It is a condition of accepting the prize that the winners may be required to sign a legal release in a form determined by the promoter in its absolute discretion.
38. 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.
39. 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 website 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 telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.

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 written 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. The Promoter is collecting the entrant's personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying winners). If you are not willing for this to occur you cannot participate in the Promotion.
43. 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.
44. The Promoter is Fairfax Media Publications Pty Ltd, (ABN: 33 003 357 720) of 1 Darling Island Road, Pyrmont. NSW 2009.

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