

“STABILO STAR IN OUR TV COMMERCIAL” PROMOTION

TERMS AND CONDITIONS

1. 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.
2. Entry is only open to Australian residents aged 18 – 23 years old. Employees (and their immediate families) of the Promoter, participating retailers and agencies associated with this promotion are ineligible to enter.
3. Promotion commences at 9:00am AEST on 17/05/10. Entries close 11:59pm AEST on 16/07/10 (“Promotional Period”).
4. To be eligible to enter, entrants must purchase a specially marked Stabilo Roller set from a participating retailer during the Promotional Period.
5. To enter, entrants must then create a video of themselves (pursuant to the criteria in clause 10) and either:
 - (a) fill in the sleeve found in the specially marked product purchased including their name, date of birth, address, phone number, store of purchase and send, together with their casting video on a disc or USB, to: Stabilo Star Competition, PO Box 135, West Ryde NSW 1685; or
 - (b) visit www.stabilo.com.au, follow the links to the entry form, fill out the entry form; upload their casting video and submit the fully completed entry form.

Online and mail entries must be received by 11:59pm AEST on 16/07/10.

6. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (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. Errors and omissions will be accepted at the Promoter’s discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
7. Incomplete, indecipherable, inaudible or illegible entries will be deemed invalid.
8. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per specified purchase requirement; (b) each entry must be substantially unique; and (c) each entry must be submitted separately and in accordance with entry requirements.

9. Entrants must retain their original purchase receipt(s) for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant's entries and forfeiture of any right to a prize. Purchase receipt(s) must clearly specify the store of purchase and that the purchase was made during the Promotional Period but prior to entry.
10. This is a game of skill and chance plays no part in determining the winners. Each entry will be individually judged based on the entrant's ability to act in front of a camera. When producing their entry, entrants will be required to answer the question *"Tell us what is your favourite colour and what does it say about you?"* in three (3) minutes or less. Winners will be notified by telephone and mail. The Promoter's decision is final and no correspondence will be entered into.
11. The best three (3) valid entries, as determined by the judges, will each win the following prize, valued at up to \$2,730:
 - (a) the opportunity to star in a Stabilo TVC which will be shot on 31/07/10 in Rozelle, NSW ("TVC"). All winners will appear in the same TVC;
 - (b) lunch at the TVC shoot; and
 - (c) a \$1,500 Mastercard gift card;

If required, prize also includes:

- return economy airfares from winner's nearest capital city to Sydney, NSW departing on 30/07/10;
- dinner for one (1) person up to the value of \$80;
- one (1) night accommodation at Novotel Sydney;
- transfers from hotel to shoot location;
- breakfast for one (1) person; and
- airport to hotel transfers.

If the winner is from NSW then the prize does not include airfares, dinner, breakfast and airport/hotel transfers, and these components of the prize are not redeemable for cash. Spending money, additional meals, insurance, transport to and from departure point, additional transfers, items of a personal nature, in-room charges and all other ancillary costs are not included.

12. By accepting the prize, the winners warrant that they will appear at the TVC shoot. Gift card will only be awarded if the winner appears at the TVC shoot.
13. By appearing in the TVC, the winners grant the Promoter, its affiliates and sub-licensees the exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display the TVC or any part of it for any purpose in any media, including without limitation, radio, TV, print and online, without compensation, restriction on use, attribution or liability. Entrants agree not to assert any moral rights in relation to such use.
14. Frequent flyer points will not form part of the prize. Prize is subject to the standard terms and conditions of individual prize and service providers.

Winner may be required to present credit card at time of accommodation check in.

15. Any ancillary costs associated with redeeming the gift card are not included. Any unused balance of the gift card will not be awarded as cash. Redemption of the gift card is subject to any terms and conditions of the issuer including those specified on the gift card.
16. If for any reason a winner does not take a prize or an element of a prize at the time stipulated by the Promoter, then the prize or that element of the prize will be forfeited.
17. If a prize (or part of a prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification.
18. Total prize pool value is up to \$8,190. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
19. All entries submitted become the property of the Promoter. Entries will not be returned to any entrant. By entering this promotion, each entrant agrees to assign all of their rights, title and interest (including copyright) in and to their entry to the Promoter. Each entrant warrants to the Promoter that each entry submitted is an original artistic 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).
20. Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
21. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
22. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
23. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability (including negligence),

for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of a prize or participation in a prize.

24. As a condition of accepting the prize, the winner must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
25. The Promoter collects personal information in order to conduct the promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, and prize suppliers. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to access, update or correct information to the Promoter. All entries become the property of the Promoter.
26. The Promoter is Jasco Pty Limited (ABN 36 008 636 520) of 118-122 Bowden Street, Meadowbank NSW 2114.