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CHANNEL [V] "SOUNDWAVE SOUNDIES" COMPETITION TERMS AND CONDITIONS

ENTRY INTO THE COMPETITION

1. Entry into the Channel [V] "SOUNDWAVE SOUNDIES" competition (the "**Competition**") is open to all residents of Australia. The Promoter is XYZnetworks Pty Limited (ABN: 71 066 812 119) of Level 1, 5 Thomas Holt Drive, North Ryde, NSW 2113 (the "**Promoter**"). It is a condition of entry that all entrants under the age of 18 must have their parent or legal guardian's express permission to enter this Competition in accordance with these Terms and Conditions. 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. The officers, management and employees (or immediate family of an officer, manager or employee) of the Promoter, the agencies associated with this Competition, FOXTEL, AUSTAR, Optus TV and their related bodies corporate are not eligible to enter.
3. Competition begins at 10:00am (AEDT) on Thursday 2 February 2012 and closes at 11:59pm (AEDT) on Wednesday 22 February 2012 (the "**Competition Period**").
4. To enter the Competition and be eligible to win, entrants must:
 - (a) Have purchased at least one (1) x Soundwave Festival ticket; and
 - (b) register for membership online at www.vmusic.com.au;
 - (c) fill out the online entry form; and
 - (d) in 50 words or less answer the following question "**Vote for your favorite artist made Soundwave promo video and tell us why you love it so much**" (the "**Competition Question**").
5. All entries must include all mandatory information as indicated on the form, which includes (not limited to the entrant's name, address, postcode, daytime phone number (including area code), mobile phone number (if applicable), email address and date of birth. All entries must be original and must not incorporate material which has been previously published. Incomplete entries or those which, in the opinion of the Promoter, infringe the intellectual property rights of any third party, contain any objectionable content, profanity or is potentially insulting, inflammatory or defamatory will be ineligible to win the Prize. It is each entrant's responsibility to inform the Promoter if his/her residential address, email address or phone number changes during the Competition Period.
5. Only ONE (1) entry per membership per day will be permitted. The answer to each Competition Question in each entry by the same entrant must be unique and original. The use of any automated software or any other mechanical or electronic means that permits the participant automatically to enter repeatedly is prohibited ("**Repeat Entry Device**"). If the Promoter reasonably believes that an entrant is using any Repeat Entry Device, the Promoter may disqualify that entrant without notice.

PRIZE

6. There is one (1) x **Major Prize** which consists of:
 - I. One (1) x guitar signed by the winning band; valued up to \$700;
 - II. The opportunity to meet and greet with the winning band at Soundwave Festival; subject to the band's availability; money can't buy experience
 - III. One (1) x Aticus clothing pack valued at \$500 inc GST;
 - IV. One (1) x Macbeth branded shoes for the winner only, valued up to \$250 inc GST and;
 - V. One (1) x limited edition signed Soundwave skate deck; valued up to \$250 inc GST.

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(the “Major Prize”)

7. The total maximum Prize pool value is up to \$1700. The Prizes are not transferable or redeemable for cash. The Prize or any element of the Prize cannot be exchanged for any other prize. The contents of the Prize will be at the Promoter's sole discretion. The Prizes are subject to availability and the terms and conditions of the entities supplying the Prizes.
8. Once the Prizes have left the Promoter or the Prize supplier's premises, the Promoter takes no responsibility for any Prizes that are damaged, delayed or lost in transit.
9. Only one Prize per person will be awarded.
10. All ancillary costs and expenses incurred in taking and using the Prizes (including but not limited to, transport to and from the venue/event, spending money, food and accommodation) are the sole responsibility of the Prize winners and their guests.

JUDGING AND AWARD OF PRIZE

12. The Competition will be judged on the basis of creativity and originality at Channel [V], Level 1, 5 Thomas Holt Drive, North Ryde, NSW 2113 on Thursday 23 February 2012 at 10:00am (AEDT). Chance plays no part in the selection of the Prize winners. The Prize winners will be notified via email or phone on Thursday 23 February 2012 and their names will be published on the Channel [V] website from Thursday 23 February 2012. The Prizes must be claimed within 3 days of the publication of the Prize winners' names.
13. If a Prize winner cannot be contacted or does not claim the Prize by the stipulated date, then the Prize will be forfeited and a substitute prize will not be offered in lieu of the Prize.

GENERAL

14. All entrants agree to provide the Promoter or the Promoter's authorised agent with proof of identity, residency, age and/or proof of entry validity if selected as the Prize winner or if reasonably requested by the Promoter or the Promoter's authorised agent. Proof of age, identification, residency and entry considered suitable for verification is at the sole discretion of the Promoter. In the event that a Prize winner cannot provide suitable proof that Prize winner will forfeit the Prize in whole and no substitute will be offered.
15. By entering the Competition, each entrant warrants that their entry is their own original work, and that they own all rights (including copyright) in their entry. Each entrant indemnifies the Promoter for any costs or loss incurred by the Promoter as a result of this warranty being false or incorrect.
16. No responsibility will be taken by the Promoter, Channel [V], FOXTEL, AUSTAR or Optus TV for any changes in dates, times or cancellations or other arrangements that may prevent the Prize winners from winning the Prizes or using the Prizes.
17. The Promoter reserves the right, in its absolute discretion, to disqualify:
 - a) any entry which, in the opinion of the Promoter, includes any objectionable content, profanity or is potentially insulting, inflammatory or defamatory; or
 - b) any individual who tampers with the entry process, submits an entry that is not in accordance with these Terms and Conditions or who has in the opinion of the Promoter, engaged in unlawful or improper conduct that is designed to

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jeopardise the fair and proper conduct of the Competition or is generally damaging to the goodwill or reputation of the Promoter.

18. The Promoter reserves the right, in its absolute discretion, at any time before the awarding of the Prizes to cancel or vary the Competition or to cancel or vary the Prizes in any circumstances, including, without limitation, circumstances where in the Promoter's opinion (which it shall form in its absolute discretion):
 - a) a Prize winner does not satisfy the Competition entry requirements; or
 - b) the Promoter cannot conduct the Competition or award the Prize/s for any reason beyond its control.
19. In the event that the Promoter cancels or varies the Competition or varies or withdraws the Prizes it shall not:
 - a) be liable to any person for any costs, loss or damage (including costs, loss or damage caused by any negligence) arising out of, or in connection with, such cancellation, variation or withdrawal; or
 - b) be required to conduct the Competition at any other time.
20. No responsibility will be accepted by the Promoter for late, lost or misdirected entries and all entries are deemed to be received at the time of receipt of the entry into the Promoter's database and NOT at the time of transmission by the entrant. The Promoter accepts no responsibility for outdated or incorrect contact details or contact details by which the entrant cannot be contacted during business hours on the relevant dates.
21. A decision of the Promoter in relation to the conduct of the Competition is binding and conclusive and no correspondence will be entered into.
22. Entrants enter the Competition at their sole risk. With the exception of liability which cannot be excluded by law, the Promoter shall not be liable for (and the Prize winner and guest agree to release the Promoter from liabilities relating to) any loss or damage which is suffered (including but not limited to indirect or consequential loss) or for personal injury or sickness suffered or sustained as a result of accepting or using the Prize or entering the Competition.
23. The Promoter collects entrants' personal information (as that term is defined in the *Privacy Act 1988* (Cth)) for the purpose of conducting and promoting this Competition (including, but not limited to, determining and notifying winners). Entrants are advised that their personal information may be disclosed to State and Territory lottery departments and their names as the winner may be published as required under the relevant lottery legislation. Entrants are also advised that from time to time, the Promoter may disclose your personal information to third parties (including, but not limited to, third party prize providers) for the purpose of administering prizes or for other purposes contemplated in these Terms and Conditions.
24. By entering the Competition, all entrants agree that their name, image, biography and entries (including, but not limited to, any written answers, photographs/images and audio-visual recordings) may be reproduced, published, communicated, broadcast or shown to the public by the Promoter in any media for its promotional purposes, without compensation to the entrants, subject to the Promoter's privacy policy which is available at www.vmusic.com.au; for this purpose, each entrant grants to the Promoter a non-exclusive, perpetual, worldwide, and royalty-free licence in any such written answers, photographs /images and audio-visual recordings. Each entrant consents to any act or omission by the Promoter which may infringe any of the entrant's moral rights (within the meaning of the Copyright Act 1968 (Cth)), including: i) failing to attribute (or correctly attribute) the entrant's authorship of the entry; or ii) making any modification, variation or amendment of any nature to the entry, whether or not it results in a material distortion or derogatory treatment of the entry.

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If you require any further entry details please write to XYZnetworks Pty Limited (ABN: 71 066 812 119) at GPO Box 2692 Sydney NSW 2001.