

**OH! MAGAZINE GIVEAWAYS
TERMS AND CONDITIONS AS OF 1 AUGUST 2013**

1. Information about prizes and how to enter form part of these Terms and Conditions. Entry into the promotion is deemed full acceptance of these Terms and Conditions.
2. The Promoter of the competitions is All Smiles Creative ABN 96 894 230 774, 13 Leighton Bay Drive Metung VIC 3904.
3. The promotion commences at 9am (AEST) on the first day of the first month as stated on the magazine issue. Entries will be received only until 11.59pm (AEST) on the last day of that same month.
4. 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 tamper with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
5. Entry is open to Australian residents who fulfil the entry requirements. Entrants must be at least 16 years old. Employees, directors, management, licensees and contractors of the Promoter, its related companies and agencies associated with this promotion, the immediate families of the above listed persons and suppliers to the Promoter are ineligible to enter.
6. To enter the promotion, entrants must follow the instructions as stated in the magazine.
7. If the promotion is being run in conjunction with another organisation, additional terms and conditions may be set by that organisation. Full details of these terms and conditions are available from that organisation.
8. 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 Eligible Entrants. Eligible Entrants should direct any request to access, update or correct information to the Promoter. All entries become the property of the Promoter.

PRIZES

9. The recommended retail prize value is as stated in the magazine but may be subject to change without warning.
10. The Prize may not be exchanged. This Prize is also non-transferable and cannot be exchanged or redeemed for cash. If for any reason, a Prize Winner cannot receive or accept any component of the Prize, the Prize will be forfeited and another winner will be selected in the same method.

11. Winners will be selected at 13 Leighton Bay Drive Metung VIC 3904 within seven working days of the closing date of the competition that is specified in the magazine.
12. The winner will be notified by email using the email address supplied by the entrant. If reply confirmation is not received within a week of notification, the winner will be contacted by phone if a phone number has been supplied.
13. If, after fourteen (14) days of choosing a winner, the Promoter has been unable to contact the winner despite making all reasonable attempts, an alternate winner will be chosen in the same manner and the reasonableness of the attempts to contact the winner will be at the discretion of the Promoter.
14. The Promoter's decision is final and no correspondence will be entered into. All entries become the property of the Promoter and may be edited for publishing purposes.
15. If a winner of the prize is aged 16 years or under, the prize will be awarded to the winner's nominated parent or guardian.
16. The Promoter, its contractors, employees and agents, shall not be liable for any claims, losses, damages, injuries, costs and expenses suffered sustained or incurred (including but not limited to indirect or consequential loss) as a result of, arising out of or in any way connected with the promotion and/or its prize, except for liability that cannot be excluded by law. Tax implications may arise from the receipt or use of a prize. Independent financial advice should be sought.
17. The Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of the promotion. The Promoter is not responsible for any problems or technical malfunction of any telephone, network or lines, computer online systems, servers or providers, computer equipment, software, technical problems or traffic congestion on the Internet or at any web site, or any combination thereof, including any injury or damage to entrant's or referral's or any other person's computer related to or resulting from participation in or up/down-loading any material in this promotion.