

Terms & Conditions

1. Variables

- 1.1 Resident of: Australia
- 1.2 Minimum entry age: 18 years.
- 1.3 Start time: 12:00pm (Sydney time).
- 1.4 Start date: Thursday 1 December 2011.
- 1.5 Closing time: 23:59pm (Sydney time).
- 1.6 Closing date: Wednesday 29 February 2012.
- 1.7 Judging time: 12:00pm (Sydney time).
- 1.8 Judging dates: As set out in the Competition Schedule in Condition 2 below.
- 1.9 The winners will be contacted by phone and/or email using the contact details provided in their entry form within five (5) days of the judging dates.

2. Competition schedule

Round	Entry to round opens		Entry to round closes		Judging date of round		Number of winners
	Time	Date	Time	Date	Time	Date	
1.	12:00pm	1/12/11	23:59pm	07/12/11	12 noon	08/12/11	1 Weekly Winner
2.	12:00am	08/12/11	23:59pm	14/12/11	12 noon	15/12/11	1 Weekly Winner
3.	12:00am	15/12/11	23:59pm	21/11/11	12 noon	22/12/11	1 Weekly Winner
4.	12:00am	22/12/11	23:59pm	28/12/11	12 noon	05/01/12	1 Weekly Winner
5.	12:00am	29/12/11	23:59pm	04/01/12	12 noon	05/01/12	1 Weekly Winner
6.	12:00am	05/01/12	23:59 pm	11/01/12	12 noon	12/01/12	1 Weekly Winner
7.	12:00am	12/01/12	23:59 pm	18/01/12	12 noon	19/01/12	1 Weekly Winner
8.	12:00am	19/01/12	23:59 pm	25/01/12	12 noon	26/01/12	1 Weekly Winner
9.	12:00am	26/01/12	23:59 pm	01/02/12	12 noon	02/02/12	1 Weekly Winner
10.	12:00am	02/02/12	23:59pm	08/02/12	12 noon	09/02/12	1 Weekly Winner
11.	12:00am	09/02/12	23:59pm	15/02/12	12 noon	16/02/12	1 Weekly Winner
12.	12:00am	16/02/12	23:59pm	22/02/12	12 noon	23/02/12	1 Weekly Winner
13.	12:00am	23/02/12	23:59pm	29/02/12	12 noon	1/03/12	1 Weekly Winner
14.	12:00am	01/03/12	23:59pm	07/03/12	12 noon	08/03/12	1 Weekly Winner
15.	12:00am	08/03/12	23:59pm	14/03/12	12 noon	15/03/12	1 Weekly Winner
16.	12:00am	15/03/12	23:59pm	21/03/12	12 noon	22/03/12	1 Weekly Winner

17	09:00am	1/12/11	23:59pm	21/03/12	12 noon	22/03/12	1 Overall Winner
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3. Prizes

3.1 There will be one (1) overall prize Winner ("**Overall Winner**") and sixteen (16) weekly prize winners ("**Weekly Winners**"). There will be one (1) Weekly Winner selected each week in each of the sixteen (16) rounds of the competition, as set out in the Competition Schedule in Condition 2. There will be one (1) Overall Winner selected in the final round of the competition, as set out in the Competition Schedule in Condition 2

3.2 The Overall Winner will receive a Major Prize consisting of:

- A cricket bat autographed by the Australian Twenty20 cricket team (valued at \$2,000);
- An Australian Twenty20 Team shirt autographed by the Australian Twenty 20 team (valued at \$2,000);
- A set of KFC branded stumps used for International Twenty 20 Matches (valued at \$250); and
- \$5,000 cash (valued at \$5,000)

The total value of the Major Prize is \$9,250.

3.3 The sixteen (16) Weekly Winners will each receive a Weekly Prize ("**Weekly Prize**") consisting of either:

- (a) for Weekly winners in rounds 1, 3, 5, 7,9 ,11, 13 and 15 of the competition - a cricket bat signed by each player from a Big Bash League team (to be chosen at the Promoter's discretion) (valued at \$500); and
- (b) for Weekly winners in rounds 2, 4, 6, 8, 10, 12, 14 and 16 of the competition - a cricket playing shirt bat signed by each player from a Big Bash League team (to be chosen at the Promoter's discretion (valued at \$500).

The total value of each weekly prize is \$500.

The total value of the weekly prize pool is \$8,000.

The total value of the entire Prize Pool is \$17,250.

Other Prize Conditions

3.4 The judges' decision is final and no correspondence will be entered into.

3.5 All prize items are valued inclusive of GST and the Promoter takes no responsibility for any variations in item values. The prizes, nor any component thereof, are not transferable, exchangeable or redeemable for cash. In the event that any prize item is unavailable, the Promoter reserves the right to substitute a prize item of equal or greater value. Any taxes (other than GST, if any) which may be payable as a consequence of a winner receiving the prize are the sole responsibility of the winner.

3.6 All prizes will be delivered to each of the Weekly Winners and the Overall Winner by no later than 30 April 2012.

3.7 The Promoter makes no representations or warranties as to the quality/suitability/merchantability of any of the goods/services offered as prizes; and accepts no responsibility for loss or damage to prizes in transit.

- 3.8 For the avoidance of doubt, the prizes do not include any transport, any incidental expenses incurred in claiming or using the prize and anything else not specifically mentioned in the above Condition 3.2.

4. Who may enter

The only persons who may enter and be awarded prizes are residents of the place specified in Condition 1.1, who have attained the age specified in Condition 1.2 (if an age is specified in that condition), who are not (i) employees of, or contractors to, the Promoter or any of its agencies involved with this competition, or (ii) members of the immediate family of such employees and contractors.

"Immediate family" means spouse, de facto spouse, parent, natural or adopted child, and sibling (whether natural or adopted by a parent), whether or not they live in the same household as the employee/contractor.

"Promoter" means *ninemsn Pty Ltd* ABN 33 077 753 461.

5. Entrants bound by conditions

By participating, entrants agree to be bound by these conditions.

6. How to enter

To enter, entrants must:

- (a) Read and accept these terms and conditions;
- (b) Log onto <http://wwos.ninemsn.com.au/cricket/cricketshow/KFCFresh> and follow the prompts to commence playing the KFC Fresh Test Trivia Game;
- (c) Answer as many KFC Fresh Test Trivia questions as possible correctly in a row during the period of the competition. Once an entrant submits an incorrect answer to a trivia question, the entrant will be prompted to register their details (full name, address, state of residence, phone number and email address) and will enter the competition and have the chance to be either a Weekly Winner or the Overall Winner.

7. Selection of winners

- 7.1 At the times and dates specified in the Competition Schedule, the judges will choose one (1) Weekly Winner who is the individual entrant that has registered the highest score on the KFC Fresh Test Trivia game during each of the sixteen (16) weeks of the competition. In the event that multiple entrants attain identical highest scores for a particular weekly round of the competition, the Weekly Winner will be the entrant that registered their contact details first during that week of the competition.
- 7.2 The Overall Winner will be entrant that has registered the overall highest score for the KFC Fresh Test Trivia across all sixteen weeks of the competition. In the event that multiple entrants attain identical highest scores across all weekly rounds of the competition, the Overall Winner will be the entrant that registered their contact details (for their highest score entry) during the competition.
- 7.3 Each entry will be judged by adding up the individual entrant's score received by playing the KFC Fresh Test Trivia. Chance plays no part in determining the Weekly Winners and Overall Winner.
- 7.4 The Promoter reserves the right to disqualify any entrant submitting an entry which infringes a third party's intellectual property rights, or in the opinion of the Promoter,

includes objectionable content, including but not limited to profanity, nudity, potentially insulting, scandalous, inflammatory or defamatory images or language.

7.5 Incomplete or indecipherable entries will be deemed invalid.

8. Special conditions of entry

8.1 All entries must be:

- a. the original independent creation of the entrant;
- b. owned by the entrant; and
- a. free of any claims, including copyright or trademark claims by other parties.

8.2 Entries must not:

- a. have been published previously;
- b. have won prizes or awards in other competitions;
- c. be restricted in any way; or
- d. infringe any third party rights.

8.3 It is a condition of the awarding of each prize that the winner must, if requested to do so by the Promoter, sign and return any Affirmation of Eligibility to Enter, Ownership of Entry, and Release and Compliance statements provided to the winner by the Promoter. The failure to return the signed statements will result in the entitlement to the prize being forfeited and the selection of another winner.

8.4 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 tampers 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.

9. Limitations on entry

9.1 There is no limit to the number of entries per person in each of the sixteen (16) rounds of the Competition subject to the following:

(a) each entry must be submitted separately and in accordance with entry requirements.

9.2 Entries submitted by the same entrant will not be added together. The entrant's highest score entry for each week of the competition and overall will be assessed to determine if they are a Weekly Winner or Overall Winner.

10. Duration

This competition starts at the Sydney time and date specified in Conditions 1.3 and 1.4. Entries must be received by the Sydney time and date specified in Conditions 1.5 and 1.6.

11. No quality, etc, representations/exclusion of liability

The Promoter:

11.1 makes no representations or warranties as to the quality/suitability/merchantability of any of the goods/services offered as prizes;

11.2 accepts no responsibility for loss or damage to prizes in transit;

- 11.3 accepts no responsibility for late, lost or misdirected registrations; and;
- 11.4 is not liable, to the extent permitted by law, for any loss suffered or sustained, to person or property and including, but not limited to, consequential (including economic) loss by reason of any act or omission, deliberate or negligent, by the Promoter, or its servants or agents, in connection with the arrangement for supply, or the supply, of any goods or services by any person to the prize winner and, where applicable, to any family/persons accompanying the winner.
- 11.5 Condition 11 does not affect, and is not intended to affect, any rights a consumer might have, which are not able to be excluded under applicable Australian consumer protection laws. To the fullest extent permitted by law, any liability of the Promoter or its servant or agents for breach of any such rights is limited to the payment of the cost of having the prize supplied again.

12. Winner notification

Each winner will be notified by telephone or email, using the details provided in their entry within two (2) days after each judging date.

13. Use of Headings

Headings and subheadings are inserted for convenience only and shall not be used to interpret the text of these conditions in any way adverse to an interpretation in favour of the Promoter.

14. Ownership of entries

- 14.1 All entries become and remain the property of the Promoter.
- 14.2 The Promoter reserves the right to use the content of winning and runners-up entries for the purpose of future promotions.

15. Internet

- 15.1 If for any reason this competition is not capable of running as planned, including but not exclusively infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration security, fairness, integrity or proper conduct of this competition, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the competition.
- 15.2 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, entries.
- 15.3 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, failure of any email or entry to be received by the Promoter on account of technical problems or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to participant's or any other person's computer related to or resulting from participation or downloading any materials in this competition.
- 15.4 CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR THE INFORMATION ON A WEBSITE, OR TO OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THIS COMPETITION, MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, WHETHER SUCCESSFUL OR NOT,

THE PROMOTER RESERVES THE RIGHT TO SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

16. LIABILITY, INDEMNITY AND RELEASE

- 16.1 In consideration for the Promoter accepting the Entrant's entry, the Entrant releases and forever discharges the Promoter from all claims that the Entrant may have or may have had but for this release arising from or in connection with any entrant's participation in this promotion; the winner's acceptance and use of the Prize, and the winner's guest's acceptance and use of the Prize.
- 16.2 The entrant indemnifies and holds harmless the Promoter to the extent permitted by law in respect of any claim by any person (including but not limited to other entrants in the promotion), arising as a result of or in connection with the entrant's participation in the promotion.
- 16.3 In this Condition 15, "all claims" means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising.

17. Promoter

The Promoter is ninemsn Pty Ltd, ABN 33 077 753 461, Level 7 Tower Building, Australia Square, 264 George Street, Sydney NSW 2000.

18. Entire conditions

These conditions constitute the entire agreement of the parties relating to the entry and the conduct of the competition.