

## **TERMS AND CONDITIONS**

MyFun.com.au is owned and operated by MyFun Pty Ltd (ABN 57 080 185 593), ("MyFun")

You may be asked to provide personal information (ie. information which is collected and identifiable as relating to you personally) before purchasing theme park entry tickets, making bookings, before entering any competition or before registering for our MyFun e-Newsletter on this web site. All personal information collected from this web site will be maintained in accordance with the MyFun Privacy Statement (<http://myfun.com.au/Footer/Privacy.htm>) which is incorporated into these terms and conditions of use.

This campaign is operated by MyFun Pty Ltd ACN 080 185 593 ("MyFun"). As far as is permitted by law, you agree when you use the MyFun web site to indemnify and release MyFun in respect of any claims, loss or damage incurred as a result of any error, omission or misrepresentation in the web site.

MyFun reserves the right to refuse any purchase order, competition entry or booking made via the website.

The promotion begins at 9:00am on 12/04/2010 and closes 11.59pm on 30/06/2010 (AEDT) ("Promotion Period"). All time is in Melbourne times.

To become a valid MyFun member, consumers must:

- (a) Live in Victoria and have a connection to the nominated sporting club
- (b) go to [www.myfun.com.au/sportingclubs](http://www.myfun.com.au/sportingclubs) website (the "Website") and follow the instructions set out on the Website, including:
  - (i) enter their associated sporting club code provided to the club by MyFun
  - (ii) complete the requested personal details

Multiple entries are not allowed and each membership must have a unique email address.

For every sporting club member that joins MyFun as a member, MyFun will donate to their sporting club a \$1.00. Donations are capped at \$500 and therefore MyFun will not donate more than \$500 to any sporting club. However, if a club has 500 members join MyFun the club will receive a bonus entertainment pack valued at over \$500. This pack includes:

- 2 x Double Gold Class Movie Vouchers
- 4 x Kids DVDs
- 4 x Double Adult Movie Vouchers
- 4 x Double Child Movie Vouchers

The bonus entertainment pack is not transferable or exchangeable and cannot be redeemed for cash or any other form of compensation. In the event for any reason the sporting club does not take an element of a the bonus pack at the time stipulated by the Promoter, then that element of the pack will be forfeited by the sporting club and neither cash nor any other form of compensation will be supplied in lieu of that element of the pack. The value of entertainment pack is accurate as at the commencement of this promotion. MyFun accepts no responsibility for any variation in the value of the entertainment pack after that date. If for any reason a prize is not available, MyFun reserves the right to substitute another item for it, in its sole discretion, of equal or higher value, subject to the approval of the gaming authorities in each State/Territory, where relevant.

If for any reason any aspect of this promotion is not capable of running as planned, including by reason of infection by computer virus, mobile network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the control of MyFun which corrupts or affects the administration, security, fairness, integrity or proper conduct of this campaign, the Promoter may in its sole discretion cancel, terminate, modify or suspend the campaign, or invalidate any affected entries, subject to the approval of the gaming authorities in each state and territory, where required.

The Promoter reserves the right, in its sole discretion, to disqualify all entries from any person, and prohibit that person's further participation in this campaign, who tampers with, or benefits from any tampering with, the entry process or the operation of the promotion or acts in violation of these conditions, acts in a disruptive manner, acts with the intent to annoy, abuse, threaten or harass any person, or fails to provide adequate identification to the satisfaction of MyFun.

MyFun, its associated agencies and companies and the agencies and companies associated with this promotion will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) by any person in connection with this campaign, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law)

MyFun accepts no responsibility for any tax implications that may arise from donations to the sporting club. Independent financial advice should be sought. Where the operation of the promotion results in, for Australian GST purposes, supplies being made for non-monetary consideration, entrants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.