

TERMS & CONDITIONS.

Prepared by John Farrell 20/05/2009 Version v9

1. Information on how to enter forms part of the terms and conditions of entry to this game of skill promotion. Entry into the promotion is deemed acceptance of these terms and conditions.
2. The Promoter is Fox Interactive Media Australia Pty Ltd, Level 7, 241 Commonwealth Street, SURRY HILLS NSW 2010(ABN: 27 122 967 239) (The Promoter).
3. The promotion commences at 12:01pm 2 July 2009 and closes at 11:59am 14th August 2009 ("The Promotion Period").
4. Entry is open residents of Australia aged 13+. ("Eligible Entrants".)
5. Directors, management, employees, officers and immediate families of the Promoter and its related bodies corporate, employees of associated agencies involved in this promotion are ineligible to enter this promotion.
6. To enter the Coke Brrr competition entrants must upload a video with their details via the banner ads or through the MySpace custom community of up to two minutes of original footage of the entrant performing their most creative version of the sound "Brrrrrr". Videos are to be of individuals only- no groups. Video can take up to 48 hours to go live. User can submit up to 3 videos per day.
7. From 1st July 2009 viewers may vote once per day per video at www.myspace.com/cokebrrr for their favourite videos amongst all submitted. The minor prizes will be awarded based on the highest number of total votes. In the event of a tie a panel of judges will judge the creativity of the tied entries and award the minor prize winners. The major prize winners will be judged by the panel of judges based on a combination of numbers of votes (30%) and creativity (70%). Promoter shall have the right to exclude any vote or votes that in the Promoter's opinion are unfair and/or manipulative (include script votes).

In the event of a tie the panel of judges will judge the creativity of the tied entries and award the overall winners.

At the end of the 6 weeks a panel of judges will select two (2) Major prize winners from all Minor prize winners based on creativity.

8. The decision of the judges is final and no correspondence will be entered into. This is a game of skill and chance plays no part in determining the winners.
9. There will be 6 draws.

Winner Selection dates:

Voting period 1 open 2/7/09-10/7/09	Minor and viewer Winners selection 1 10/7/09
Voting period 2 open 10/7/09 – 17/7/09	Minor and viewer Winners selection 2 17/7/09
Voting period 3 open 17/7/09 – 24/7/09	Minor and viewer Winners selection 3 24/7/09
Voting period 4 open 24/7/09 – 31/7/09	Minor and viewer Winners selection 4 31/7/09
Voting period 5 open 31/7/09 – 7/8/09	Minor and viewer Winners selection 5 7/8/09
Voting period 6 open 7/8/09 – 14/8/09	Minor and viewer Winners selection 6 14/8/09

Each voting phase opens at 12.01pm and closes at 11.59am. At the end of each voting period any minor prizes that have not been awarded shall roll over to the following voting period

Minor Prize Winners (video uploads)

There are 70 Minor prizes to be won each week for 6 weeks. Minor prize winners will receive mobile phone credit for their specified carrier valued at AU\$20.00. The promoter will send the winners an SMS/MMS with a code to redeem their credit within a week of minor draw selection.

Total Value: \$ 8400

Major Prize Winners (video uploads)

There are 2 major prizes to be won. Major prize winners will receive phone credit for their specified carrier to the value of AU\$1020, to be distributed to winners over 12 months at AU\$85.00 credit per month (via their specified carrier). The promoter will send the winners an SMS/MMS with a code to redeem their credit within 2 weeks of the promotion period .

Total value \$2040

Viewer Prize Winner

There are 12 viewer winner prizes to be won. To be eligible to win a viewer prize entrants must vote and answer the question "what makes this the best BRRR" in 25 words or less. Each week voters will be judged on creativity and the best two will win a \$20.00 phone credit voucher for their specified carrier.

The promoter will send the viewer prize winners a SMS/MMS with a code to redeem their credit.

Total value: \$240

Total prize pool value is \$10680.00

The Promoter accepts no responsibility for any variation of any aspect of the prize, due to circumstances outside its control. The winners will be required to sign and indemnity form.

These prizes is valid on the dates specified by the carriers validity of the mobile credit and must be taken by the winner only and cannot be transferred to another person, exchangeable for other goods and services or redeemed as cash. Any element of the prize which is unused will be forfeited and no compensation will be paid in lieu of that element of the prize. The prize may be subject to additions conditions which will be passed on to the winner at the time of accepting the prize.

Unless otherwise stated within the description, the prize does not include any other costs, including buying mobile phones. Any expenditure or liability incurred in relation to any of the above items will be the responsibility and liability of the winner.

Winners have 12 months to redeem the mobile credit they have won.

Once credit has been redeemed minor winners will have 30 days to use this credit. Each Major winner will receive their credit over a 12 month period, at \$85 per month, pins will be sent on the first of each month.

10. The Promoter is not responsible for any problem or technical malfunction of any communications network or any late, lost, incorrectly submitted, delayed, ineligible, incomplete, corrupted or misdirected entry whether due to error, transmission interruption or otherwise. The Promoter reserves the right to disqualify any entrant submitting an entry which, 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.
11. If for any reason this competition is not capable of running as planned, including 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. 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. 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. 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.
12. Without limiting the foregoing, Eligible Entrants' personal information provided in connection with this promotion will be handled in accordance with the MySpace privacy policy see www.myspace.com and Coca-Cola South Pacific Pty Ltd privacy policy see <http://www.coca-cola.com.au/csol/>
14. Your entry must not infringe copyrights – so be original and make it up yourself. For example, don't copy other people's music, lyrics, arrangements, soundtracks, videos, performance, art, graphics, words, literature, film, photos etc. If your entry includes any infringing material it will be null and void.
15. All winners will grant to the Promoter and/or Coca Cola South Pacific Pty Ltd a limited, nonexclusive royalty free license to use and reproduce the works in certain promotional activities for a period of 2 years. The Promoter reserves the right to negotiate a renewal of the license inside the 2 year period]
16. Entry for the for [www.myspace.com/cokebrr] Coke Brr, entrants must provide a video up to one minutes of footage within the formats of .avi, .asf, .dv, .wmv, .mov, .qt, .3g2, .3gp, .3gp2, .3gpp, .gsm, .mpg, .mpeg, .mp4, .m4v, .mp4v, .cmp, .divx, .xvid, 264, .rm, .rmvb, .flv, .mkv, .ogm, up to the max file size of 199mb of themselves delivering a their interpretation of Coke brr. The footage must be of the entrant but can be shot and edited with the support of friends and family. Entrants must note that submissions which include rights protected music will not be accepted or published to the profile.