

**27<sup>th</sup> July 2007**

**“THE MINT” – Terms and Conditions**

**ENTRY DETAILS**

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents who are aged 18 years or over and who call from lines within Australia. Employees (and their immediate families) of the Promoter and all companies and agencies associated with this promotion are ineligible to enter.
3. To enter, participants must watch The Mint program (aired on Monday, Tuesday, Wednesday, Friday and Saturday nights) during the promotional period, and, when requested call 1902 558 855. Maximum 190 entry cost per call is 55c including GST. Calls from mobiles may attract a higher rate. 190 provider is Legion (Belong). Any calling or spending limits that apply to an entrant's particular telephony or mobile service provider are the responsibility of the entrant. Multiple entries are accepted.
4. The Promotion commences 30/07/07. Entries for each program will open and close in accordance with the times and dates specified in the annexed schedule (“Broadcast Schedule”), but, due to the live nature of the program, may change. No responsibility accepted for late, lost or misdirected entries. Incomplete, inaudible or indecipherable entries will be deemed invalid. Valid entries will only be for the night's program during which they are received and will not be entered into any subsequent program. Entrants must ensure that entries are submitted during the broadcasted time of a particular program. Entries received outside of a particular broadcast will be deemed void.
5. Valid entrants will either be placed into a telephone queue for the opportunity to compete on the program for a prize or will be entered into that night's supplementary draw. The presenter will make it clear to all entrants prior to the opening of the lines that entrants will be charged for each call, regardless of whether they are placed in the queue or placed in a supplementary draw.

**PROGRAM GAMES**

6. From the selected callers who are placed in the telephone queue, The Mint program producer will select, at random, a caller (“Selected Caller”) to put on air to play the particular game (“Game”). If the Selected Caller provides the correct answer (as determined by the Promoter and in accordance with that particular question's criteria) to the particular Game then they will win the prize corresponding with that Game as advised by the presenter. Prize values will be determined in accordance with the corresponding difficulty of the particular Game as determined by the Promoter and/or producer in their sole discretion and advised to potential entrants at the time that the particular Game is explained and offered for entry. The Promoter reserves the right to discontinue a particular Game, and not award any prize for that Game in the absolute discretion of the Promoter, including but not limited to, if a correct answer to a particular Game has not been given within a reasonable amount

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of time or due to program scheduling. Winners of Game prizes will be notified immediately on the phone and will be sent their prize by mail within 28 days of the program broadcast.

7. Potential individual Game prize values will be between \$1 and \$10,000 as specified by the presenter at the time of the particular Game. Game prizes will be in the form of a cheque made out to the winner only. If there is a dispute as to the identity of a winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the winner.
8. The total prize value for all prizes to be distributed by all Games within all programs broadcast within a particular week commencing Monday and concluding Saturday, in accordance with the Broadcast Schedule will not exceed \$24,500. The total prize value for all Games combined in a single night during a particular week will not exceed \$10,000.

### THE VAULT

9. In the event that less than \$24,500 is awarded at the conclusion of a Saturday program in a particular week, the remainder of the amount that is not won ("Remainder") will be added to the value of "the Vault". The Vault is an additional jackpot prize that requires the Selected Caller to correctly identify a 3-digit code ("the Code") in order to 'unlock' the Vault.
10. At various times during a program broadcast, selected Games, determined by the Promoter in its absolute discretion, will be nominated as Games in which a Selected Caller will be awarded the opportunity to guess the Code to the Vault ("Vault Game"). Selected Callers who provide the correct answer to a Vault Game will be allowed the opportunity to identify the Code. The Vault will commence the promotional period with a value of \$5,000, but will potentially increase each week with the Remainder, if any, being added to it.
11. If a Selected Caller correctly identifies the Code, they will become a member of the "Vault Syndicate". Vault Syndicate members will be awarded an equal share in the final amount held in the Vault as at the end of final Saturday program of each month, in accordance with the Broadcast Schedule. In the event that, at that time, there is only one (1) Vault Syndicate member, that member will be awarded the entire amount held in the Vault. Each time a Code is correctly identified, a new Code will be selected.
12. Subject to the operation of Condition 14, in the event that at the conclusion of the final Saturday program of each month in accordance with the Broadcast Schedule the Code is not identified by any Selected Caller, a new Code will be selected and the entire amount held in the Vault at that time will roll over into the Vault for the following month in accordance with the Broadcast Schedule.
13. Selected Callers who win a share of an amount held in the Vault may, in the absolute discretion of the Promoter, be required to attend the studio to collect their prize. The Promoter, in consultation with the Selected Caller, will provide any necessary travel arrangements including, but not limited to, airfares or accommodation as deemed by the Promoter in its absolute discretion to be reasonable expenses for the purposes for the collection of the prize.

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14. In the event that after the broadcast of the final Saturday program after 3 months, in accordance with the Broadcast Schedule, the Code has not been correctly identified by any Selected Caller, then all Selected Callers who were selected to identify the Code during that 3 month period will be entered into a random draw to be held at 2pm AEST (or AEDST as the case requires) at belong Pty Ltd, Level 8, 155 George Street, Sydney NSW 2000 on the next business day following the conclusion of the last Saturday program broadcast for that 3 month period. The first valid entry drawn will win the entire amount held in the Vault.
15. In the event that the amount held in the Vault is awarded in accordance with the processes above, at either the conclusion of the final Saturday program of the month or the end of a 3 month period in accordance with the Broadcast Schedule, whichever the case may be, then at the commencement of the following program broadcast in accordance with the Broadcast Schedule, the amount held in the Vault will be reset at \$5,000.

**SUPPLEMENTARY DRAWS**

16. Valid entrants who are not successfully placed into a telephone queue for the opportunity to compete on the program for a prize will be entered into that night's supplementary draw.
17. The supplementary prize draw will take place on the next business day after each program airs, in accordance with the Broadcast Schedule, at 2pm AEST (or AEDST as the case requires) at belong Pty Ltd, Level 8, 155 George Street, Sydney NSW 2000 during the promotional period. The winner in each supplementary draw will be contacted by phone to verify their address and will be sent their prize by mail within 28 days of the draw.
18. The first valid entry drawn in each supplementary draw will win a The Mint Merchandise Pack valued at \$100.00.

**GENERAL**

19. The total prize value for each The Mint program in any particular week commencing Monday and concluding Saturday, in accordance with the Broadcast Schedule, will not exceed \$25,000. The total maximum prize pool for the promotional period will not exceed \$1,255,000.\*
20. The first initial, surname and State/Territory of winners of prizes valued at over \$100 (from the previous fortnight in the promotional period) will be published in The Australian fortnightly during the promotional period commencing 07/08/07 to 03/07/08 inclusive. Prizes are not transferable or exchangeable.
21. Entries not completed in accordance with the Terms and Conditions or received after close of entry will not be considered. The Promoter's decision in relation to any aspect of the promotion is final and binding on every person who enters. No correspondence will be entered into.
22. Entrants must ensure that all care is taken when dialling the promotional number. It is the complete responsibility of the entrant to ensure that they dial the correct number, in the event that an error occurs the Promoter accepts no responsibility for either costs incurred, responses received or all other

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consequences. Entrants must have the permission of the telephone or mobile bill payer before calling. The bill payer of the telephone account that the entrant uses to enter a Game must demonstrate an ability to settle that account if required by the premium rate telephone operator and/or the Promoter and/or the producer. Inability to settle a telephone account may result in the Promoter withholding winning payments. The winner's of prizes must notify the Promoter if their contact details change during the promotional period.

23. The use of any automated entry software or any other mechanical or electronic means that permits the entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
24. The Promoter and/or the program producer reserve the right, to terminate any entrant's call if, in their sole discretion, they believe that the entrant is being in any way impolite, abusive or offensive and to prohibit any such entrant from future entry to the Promotion during the entire promotional period. Any such entrant's prior entries on that particular night will also be deemed invalid.
25. The Promoter reserves the right to verify the validity of entries (including but not limited to verifying an entrant's age) and to disqualify any entrant who tampers with the entry process (including but not limited to tampering by way of the utilisation of techniques designed to avoid the payment of call costs or the utilisation of automated entry software) or who submits an entry that is not in accordance with these conditions of entry. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
26. Subject to all the requirements under any relevant state and territory regulations and any written directions from any regulatory authority, the Promoter may conduct such further draws at the same place as the original draws as are necessary at 2pm AEST on 03/10/08 in order to distribute any prizes unclaimed by that date. In the event of any winners of prizes valued at over \$100, their names will be published in The Australian on 08/10/08. Any unclaimed prize draw will only be made up of entrants from the original night's program from which the unclaimed prize was originally awarded.
27. It is a condition of entry that all entrants agree acknowledge that by virtue of participating, their voices may be recorded and put live on air during The Mint program and consent to such recording and airing. Further, entrants agree that they may be interviewed, photographed and/or filmed at any time during their participation in the promotion. Entrants acknowledge that although there is no obligation upon the Promoter to use such recording(s), images or footage, if the Promoter elects to do so, the winner consents to the Promoter using their name, image, likeness and/or voice in any media for the purpose of promoting this competition, (including any outcome), The Mint program or the Promoter itself, for an unlimited period of time without remuneration.
28. The Promoter is not responsible for any incorrect or inaccurate information, either caused by the phone user or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or

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satellite network failure, theft or destruction or unauthorised access to or alteration of entries.

29. If this competition is not capable of running as planned due to any reason whatsoever, including but not limited to, programming changes, technical failures (either in the administration of the promotion or the broadcast of the television program), unauthorised intervention, fraud or any causes beyond the control of the Promoter which corrupt or affect the conduct, administration, security, fairness or integrity of the promotion, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law and subject to any written directions given by a regulatory authority, to: (a) modify, suspend, terminate or cancel the promotion; and/or (b) disqualify any entrant, as appropriate, including banning an entrant from participating in future Games or promotions conducted by the Promoter, for any reason including, but not limited to, behaving in any manner that is, as determined by the Promoter in its absolute discretion, deemed to be inappropriate or contrary to any broadcast codes, regulations or any applicable laws including mentioning or promoting any product, service, venture or item or using inappropriate language or saying anything that may in the producer's reasonable opinion be abusive, rude, threatening, offensive, harmful or hurtful to any other third party.
30. Neither the Promoter nor the producer is under any obligation to release information relating to Game answers or methods of solution, other than the information given by the presenter at the on air conclusion of each Game. Any such information subsequently released is released at the producer or the Promoter's absolute discretion.
31. To the fullest extent permitted by law, the Promoter and Nine Network Australia exclude all liability however so arising (including all liability arising from negligence on the part of the Promoter, Nine Network Australia or their respective officers, employees or agents) for any loss or damage whether direct, indirect, special or consequential or for personal injury which is suffered or sustained, by entrants or the winners, arising in any way of out of or in connection with the promotion. Certain legislation may imply warranties or conditions or impose obligations (collectively Provisions) in relation to the Promoter's provision of services which cannot be excluded, restricted or modified except to a limited extent. If those Provisions apply, to the extent that the Promoter is entitled to do so, the Promoter limits its liability in respect of any claim under those Provisions to, at the Promoter's option, the supply of the relevant services again or the payment of the costs of having the services supplied again.
32. Liability for any tax arising out of participation in this promotion (including acceptance of a prize) is the sole responsibility of the entrant. Entrants should seek independent financial advice in this regard.
33. All entries remain the property of the Promoter. The Promoter collects entrants' personal information in order to conduct the promotion. If the information requested is not provided, the entrant may not participate in the promotion. By entering the promotion, unless otherwise advised, each entrant also agrees that the Promoter may use this information, including the entry itself, in any media for future promotional, marketing and publicity purposes without any further reference, payment or other compensation to the entrant, including sending the entrant electronic messages. Entrants' personal

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information may be disclosed to State and Territory lottery departments in the course of conducting the promotion and winners' names published as required under the relevant lottery legislation, and may also be provided to State and Territory police departments, if required in the course of an investigation of any complaints or suspected unlawful activity, or where requested by the telephony provider in connection with the billing arrangements for a Game. A request to access, update or correct any information should be directed to the Promoter at their address set out below.

34. The Promoter is Nine Network Australia of 24 Artarmon Road, Willoughby NSW 2068. ABN 65 001 549 560.

NSW Permit No. LTPS/07/22436 ACT Permit No. TP07/02551 VIC Permit No. 07/2541 SA T07/2744

\*For the information of the Lottery Departments only, the total maximum prize pool for the entire promotional period will not exceed \$1,255,000. This calculation is based upon the possibility that a maximum of \$25,000 worth of prizes (which shall include Game prizes and supplementary draw prizes) are awarded each week (48 in total) and the Code to the Vault is correctly identified every month, which will result in an additional \$5,000 per month (11 in total) being added to the prize pool.

## **THE MINT – BROADCAST SCHEDULE**

“The Mint” will be broadcast on Monday, Tuesday and Wednesday nights between Midnight and 3am AEST (or AEDST as the case requires), and Friday and Saturday nights between Midnight and 4am AEST (or AEDST as the case requires). Entries for each program broadcast will open and close at the times specified above on each night. Prizes to be awarded via Games and supplementary draws each week commencing Monday and concluding Saturday will not exceed \$25,000.

The first program will be broadcast on 30 July 2007. The final Saturday program of each month will be broadcast on the following dates:

Saturday 25 August 2007  
Saturday 29 September 2007  
Saturday 27 October 2007  
Saturday 24 November 2007  
Saturday 29 December 2007  
Saturday 26 January 2008  
Saturday 23 February 2008  
Saturday 29 March 2008  
Saturday 26 April 2008  
Saturday 31 May 2008  
Saturday 28 June 2008.

The final program will be broadcast Saturday 28 June 2008.