



# TERMS AND CONDITIONS

The following terms and conditions apply for the 'RSVP's Hottest Tradie™' competition. By submitting an entry into this competition, entrants warrant that they have read, understand and agree to be bound by these terms and conditions.

**PROMOTER:** The promoter of this competition is RSVP.com.au Pty Ltd ABN 86 067 935 737 (RSVP.com.au).

**ELIGIBILITY:** Entry is open to permanent residents of Australia only. Minimum age is 18. Employees and their immediate families of the promoter are ineligible to enter.

**DURATION:** Opening time and date: 17:00:00 hrs, Wednesday 25 November 2009. Closing time and date: 23:59:59 hrs, Wednesday 27 January 2010.

**HOW TO ENTER:** Entrants must upload the following details to the site [www.hottesttradie.com.au](http://www.hottesttradie.com.au):

Name, email address, state, age, trade, marital status, mobile phone number, photograph and RSVP name, where applicable. Entrants do not need to be members of RSVP.com.au. Should an entrant's contact details change during the competition period, it is the entrant's responsibility to notify the promoter.

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. All photographs will be reviewed and removed if considered inappropriate.

#### Photo upload disclaimer

By submitting an entry, each entrant warrants that the photograph submitted is a genuine and accurate representation of themselves and that photo is recent (taken in the last 2 years).

**LIMITATIONS ON ENTRY:** One entry per person. Persons may not enter or participate in the competition on behalf of any third party.

**VOTING:** Votes may only be cast by logging on to the site [www.hottesttradie.com.au](http://www.hottesttradie.com.au). There is no limit to the number of votes cast per person, but the use of automated or bulk voting software or functionality that affects the fairness, integrity or proper conduct of the competition may result in those votes and/or the entry being disqualified. Limit of 1 honk (vote) per IP address per tradie per day (00:00:00 – 23:59:59). Entrants may not vote for themselves. Votes should be cast based on the individual that the voter finds most appealing. Votes may be cast online only. If RSVP has reasonable evidence to show that an entrant was involved in practices contravening the terms & Conditions, RSVP has the right to terminate that entrant.

**SELECTION OF WINNERS:** On Thursday 28th January 2010 at 9:30am, the judges will choose twenty-five (25) regional winners, (5 per region) based on the number of votes received by entrants throughout the voting duration of the competition. Chance plays no part in determining the winners and votes should be cast based on the individual that the voter finds most appealing.

**CONDITIONS OF WINNING:** There will be twenty-five (25) regional finalists in total made up of 5 per region. The regions are VIC/TAS, QLD, NSW/ACT, SA/NT and WA. Each of the five regions will have one (1) regional first place winner and four (4) regional runners up who will be announced at the regional events. The five regional first place winners will be the national finalists and will go through to the finale event in Sydney at which the one (1) national first place winner and the four (4) national runners up will be announced.

All of the twenty-five (25) regional finalists must be available to participate at their regional event in February 2010. Events as follows; the VIC/TAS event will be held in Melbourne on Tuesday 9th February, the NSW/ACT event will be held in Sydney on Wednesday 10th February, the QLD event will be held in Brisbane on Thursday 11th February the SA/NT will be held in Adelaide on Tuesday 16th February and the WA event will be held in Perth on Thursday 18th February. The regional finalists must participate at their regional event from 6-11pm and must be available to participate in media duties during this time and maybe called upon to do media duties the next day.

All of the twenty-five (25) regional finalists will receive a prize pack on the night of their regional event or it will delivered by courier or post.

The five (5) national finalists must be available to arrive in Sydney on Tuesday 23rd February 2010 (am) to participate in a photo shoot and on Wednesday 24th February 2010 to participate in media duties and then attend the finale event and after-party from 6pm -11pm. The 5 national finalists will receive their prizes on the night of the finale event or it will be delivered by courier or post. If a finalist is not available to participate in the regional event, photo shoot, media duties and finale event, the promoter reserves the right to select the next winner based on number of votes cast. The judges' decision is final and no correspondence will be entered into.

#### PRIZES:

First prize, national winner: The national first prize winner will receive a black Toyota Hilux Ute valued at \$20,686 including on road costs, dealer delivery and government charges (The vehicle may have up to 100km on the odometer at the time of delivery), a Pioneer Studio 3 Home Audio Pack including a BDP320 Bluray Player, VSXLX52 Receiver & 3 Series Speakers (\$4,999), a \$500 King Gee workwear voucher, 2 x G-Shock watches – G1500-1 (\$499) & G900MX-4 or G900MX-2 (\$259), a 'Carlton Natural Blonde Pack' worth \$330 containing 2 x cartons of Carlton Natural Blonde each month for 3 months and a Carlton Natural Blonde cap, a Nivea for Men pack (\$40) and a \$58 PPS Haircare pack, plus return economy flights from their nearest capital city to Sydney (maximum \$800 for return flights) and two (2) nights' accommodation\* (room & breakfast only) at The Marque Hotel Sydney, (worth \$560).

2nd, 3rd, 4th, 5th national runners up will receive a Pioneer BDP120 Bluray Player worth \$599, a \$500 King Gee workwear voucher, 2 x G-Shock watches – G1500-1 (\$499) & G900MX-4 or G900MX-2 (\$259), a 'Carlton Natural Blonde Pack' worth \$330 containing 2 x cartons of Carlton Natural Blonde each month for 3 months and a Carlton Natural Blonde cap, a Nivea for Men pack (\$40) and a PPS Haircare pack (\$58), plus return economy flights from their nearest capital city to Sydney (maximum \$800 for return flights) and two (2) nights' accommodation\* (room & breakfast only) at The Marque Hotel Sydney, (worth \$560).

All 25 regional finalists will receive a prize pack each including; a \$100 King Gee voucher, a \$50 Universal Get Music voucher, a Matinee Idol Trucker Hat (\$30), a Nivea for Men pack (\$19) and a PPS Haircare pack (\$17).

The 20 regional runners up (that is, except the 5 national finalists) will also receive a Casio G-shock watch GLX5600A-2 or GLX5600A-3 or G9000MX-4 or G9000MX-2 worth (\$259).

Total Prize pool = \$52,366. Prize values are based on the recommended retail value as provided by the suppliers, are in Australian dollars, are inclusive of GST and are correct at time of printing.



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Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.

^The Promoter and the prize suppliers encourage consumers to enjoy responsibly. Legal aged consumers are advised to consider the safe drinking levels recommended in the National Health & Medical Research Council Australian Alcohol Guidelines. A full version of the guidelines is available at [www.health.gov.au/nhmrc/publications/pdf/ds9.pdf](http://www.health.gov.au/nhmrc/publications/pdf/ds9.pdf). If a winner is a resident of QLD or NT, alcohol will not be given as a prize and an alternate prize of equal or greater value will be awarded.

The Promoter and the prize suppliers will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), damage or personal injury suffered or sustained in relation to this promotion or the acceptance or use of any prizes (whether or not arising from any person's negligence) except for any liability which cannot be excluded by law, in which case it will be excluded to the minimum allowable by law.

The promoter does not warrant the merchantability, suitability and/or fitness for purpose of any goods and/or services awarded as a prize. The promoter will not be responsible or liable if for any reason beyond their reasonable control any element of any prize is not provided or becomes unavailable. In the event that a prize is unavailable, the promoter reserves the right to substitute a prize of equal or greater value. The promoter is not responsible for any lost, late, damaged, illegible or misdirected mail or couriered prize items. The prizes are not transferable or redeemable for cash or other variations.

Prize components may alter at the discretion of the Promoter. The Promoter reserves the right to substitute with an alternative vehicle of equal or greater value. Any change in the value of the prize between the publishing date and the date prizes are claimed is not the responsibility of the Promoter.

The Promoter reserves the right to request winners to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity in order to claim a prize. Proof of identification, residency and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

**PRIZE NOTIFICATION:** The 25 prize winners will be notified by phone or email by Thursday 28th January. In the event a potential winner cannot be contacted or does not respond within 1 working day (cut-off date and time is Monday 1st February) an alternate winner will be selected based on the votes received. The title of Australia's Hottest Tradie will be announced at the finale event on Wednesday 24th February 2010.

**MEDIA PARTICIPATION:** It is a condition of entry that the promoter has the right to publicise the names, characters, likenesses or voices of any entrants for any promotion or matter incidental to the competition. Entrants may be required by the promoter to participate in photo, recording, video and/or film sessions (the 'publicity materials') and acknowledge that the promoter has the right to use such publicity materials in any medium (including the internet and Facebook) and in any reasonable manner.

By accepting the prize, the winner agrees to participate in and co-operate as required with all reasonable media editorial requests relating to the prize, including but not limited to, being interviewed and photographed, filmed and/or chaperoned throughout the duration of the prize.

**COPYRIGHT:** By entering this competition, all entrants (1) assign to the promoter all rights (including present and future copyright) in their entry and the publicity materials in all media (including the internet) and whether now in existence or created in the future; (2) agree not to assert any moral rights in respect of their entry and the publicity materials against the promoter, its assigns, licensees and successors in title; and (3) undertake to the promoter that their entry does not breach any third party intellectual property rights.

**RELEASE AND INDEMNITY:** All entrants release from, and indemnify, the promoter against all liability, costs, loss or expense arising out of acceptance of any prize(s) or participation in the competition, including but not limited to any loss of income, loss of opportunity, personal injury or death or damage to property, whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise, except for any liability that cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).

**TAMPERING AND OTHER MATTERS:** If for any reason this competition is not capable of running as planned as a result of any (including but not limited to) technical failures, unauthorised intervention, computer virus, mobile network failure, tampering, fraud or any other causes beyond the control of the promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this competition, the promoter reserves the right (subject to State regulations) to disqualify any individual who (whether directly or indirectly) causes the same and/or to cancel, terminate, modify or suspend the competition, subject to the approval of the gaming authorities in each state and territory, where required.

The promoter accepts no responsibility for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries or votes including but not limited to electronic messages not received by the promoter due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure, technical disruptions, network congestion or any other reason. The promoter is not liable for any consequences of user error including (without limitation) any costs incurred.

**PERSONAL INFORMATION AND PRIVACY:** The personal information supplied by entrants when entering this competition will be used for the purpose of conducting this competition and otherwise used by the promoter in accordance with its privacy policy, which can be found on [www.rsvp.com.au](http://www.rsvp.com.au). All entrants may have their personal information removed from the promoter's database by sending an email to [support@rsvp.com.au](mailto:support@rsvp.com.au). If an entrant's details are removed prior to the conclusion of the competition and/or award of the prizes, the entrant will forfeit their right to claim any prizes.