

Frontier Advertising Pty Ltd
Drawn to Life Competition - Win a Nintendo DSi for You and Your Class!
Terms and Conditions of Entry

1. Information on how to enter forms part of the terms of entry. Entry into the competition is deemed acceptance of these terms and conditions.
2. The Promoter is Frontier Advertising Pty Ltd, ABN: 43 472 546 037 of 2/30 Inkerman Street St Kilda VIC 3182 Australia. The Released Parties are THQ Asia Pacific Pty Ltd (THQ) ABN: 76 092 170 806 of Level 8, 606 St Kilda Road, Melbourne, VIC Australia 3004 and THQ Inc., 29903 Agoura Road, Agoura Hills, California 91301.
3. Entry is open to residents of Australia between the ages of 6 - 14. However, employees and their immediate families of Frontier Advertising Pty Ltd, Be.interactive Pty Ltd, THQ and their associated agencies and companies are not eligible to enter.
4. The competition commences on 8th October 2009 at 09:00 (AEDT) and concludes on 19th November 2009 at 23:59 (AEDT).
5. To enter, participants must either go to www.drawntolife.com.au and use the online tool to draw their ultimate hero and the tools needed to complete a task presented on the website (Online Entries), or draw their ultimate hero on the entry form by hand and send it in to the Post Office Box address supplied on the entry form (Mail Entries). All entries must include the name and contact details of the entrant.
6. This is a game of skill and chance plays no part in determining the winner.
7. **MAIL ENTRY:** Each entry form/coupon must be sent in a separate, stamped, standard sized envelope. Envelopes with multiple entry forms/coupons will be treated as a single entry. Only original entry form/coupon will be accepted, no photocopies allowed.
8. Entrants must obtain the prior permission of a parent or guardian over the age of 18 to enter.
9. Incomprehensible and illegible entries will be deemed invalid.
10. Entrants (including winners) in the competition may only enter once. Only one prize is available and therefore only one prize will be awarded.
11. The Promoter reserves the right to request winners (or their guardians) to provide proof of identity and proof of residency at the nominated prize delivery address in order to claim a prize. Proof of identification and residency considered suitable for verification is at the discretion of the Promoter. In the event that a winner (or their guardian) cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
12. The Promoter reserves the right to verify the validity of entries and to disqualify any entry which, in the opinion of Promoter, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these Terms & Conditions of Entry or who has, in the opinion of Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter. This includes, but not limited, to entrants and households using multiple email addresses, postal addresses or PO Box addresses to register single or multiple purchases. The Promoter reserves the right to disqualify a winner if the Promoter becomes aware that the winner and/or the winner's entry is of a type described in this clause.

13. Entries must be received by 23:59 (AEST) on 19th November 2009. Mail entries must be received by the last mail delivery on 19th November 2009. The Promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, mail delays or for any other reason.
14. Entry into the promotion is free of charge. The cost of accessing the promotional website will be dependant on the entrant's individual Internet Service Provider.
15. The Major Prize includes:
 - 30 x Nintendo DSi handheld games consoles valued at \$299.95 each (including GST) for the winner and their classmates
 - 1 x Copy of Drawn to Life: The Next Chapter game for Nintendo DSi valued at \$59.95 (including GST)
16. The Minor Prize is an Art Pack for the Minor Prize winner's school valued at \$200 each. There are 10 packs available.
17. Total prize value is up to = \$11,058.45 (including GST)
18. Prizes cannot be transferred and cannot be redeemed for cash.
19. Consent and prize delivery forms will be sent to the winning entrant along with their part of the major prize. Winning entrant will need to distribute the consent and prize delivery forms to 29 of their classmates. This form will state that their classmate is the winning entrant in the Frontier Advertising Be a hero – Win a Nintendo DSi for You and Your Class! Promotion and for them to receive part of the major prize – one Nintendo DSi Handheld game console, they must complete the form which will collect information such as name, mailing address, and guardian consent, along with information on how to claim the prize. Forms must be returned to promoter within 30 days of initial winning entrant delivery.
20. Unless expressly stated in these terms and conditions all other expenses become the responsibility of the winner (or their guardian).
21. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State Regulation.
22. The promoter reserves the right to refuse to allow a winner to take part in any or all aspects of the prize, if the promoter determines, in their absolute discretion, that a winner is not in the mental or physical condition necessary to be able to safely participate in the prize. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the promoter in its absolute discretion.
23. Once prizes have left the Promoter's premises, the Promoter takes no responsibility for prizes damaged, delayed or lost in transit.
24. 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.
25. In consideration for the Promoter awarding the prize to the winner, the winner hereby assigns to the Promoter all right, title and interest in and to all copyright in any material created pursuant to the winner's participation in any aspect of the prize (Works). The winner acknowledges that the Promoter is free to use the Works and to exercise its rights in relation thereto and the winner will not be entitled to any fee for such use.

26. In consideration for the Promoter awarding the prize to the winner, the winner hereby permits the winner's image and/or voice, as recorded, photographed or filmed during the winner's participation in the prize to appear in connection with THQ or the advertising or marketing thereof, in any media whatsoever throughout the world and the winner will not be entitled to any fee for such use.
27. In the event that for any reason whatsoever a winner does not take an element of the prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that element of the prize.
28. Prize values are based upon the recommended retail prices at the time of printing (inclusive of GST). The promoter accepts no responsibility for change in prize value between now and the ultimate prize redemption date.
29. Each valid entrant who has entered the competition over the duration of the promotional period will be considered and judged based on creativity and originality. One (1) valid entrant will be judged to become the Major Prize winner and ten (10) entrants will be judged to become the Minor Prize winners. The judging will take place at Frontier Advertising Pty Ltd, 2/30 Inkerman Street St Kilda Vic, 3182, on 26th November 2009 from 09:00 (AEDT).
30. The winners will be notified by telephone within 2 days of the draw and will also be sent a letter advising them of their prize. The Major Prize winner will be published in the Public Notices section of The Australian newspaper on 3rd December 2009.
31. Prizes will only be awarded to the account holder of the entry mechanism used to submit their entry (i.e. mobile phone account holder or land line account holder). The winner will therefore be, in each case, the account holder.
32. Should an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to Promoter.
33. If the winner does not claim their prize within one (1) calendar month, a new winner will be selected by a judging panel at Frontier Advertising Pty Ltd, 2/30 Inkerman Street St Kilda Vic, 3182, on 4th January 2010 from 09:00 (AEDT). The Major Prize winner's details will be published in the public notices section of the Australian on 11th January 2010.
34. The promoter's decision is final and the promoter will not enter into correspondence regarding the Competition result.
35. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements.
36. It is a condition of accepting the prize that the winner (or their guardian) may be required to sign a legal release in a form determined by the promoter in its absolute discretion.
37. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to any directions given under State Regulation.

38. The Promoter and the Released Parties shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law. The Promoter and the Released Parties are 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 satellite network failure, theft or destruction or unauthorised access to or alteration of entries.
39. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
40. The Released Parties, Be.interactive Pty Ltd and their associated agencies and companies assume 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, and reserves the right to take any action that may be available.
41. If for any reason this competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the competition, subject to any direction given under State Regulation.
42. All entries become the property of the Promoter. The Promoter collects personal information about you to enable you to participate in this promotion but no further use of this information will be made without prior consent.
43. Frontier Advertising Pty Ltd is collecting the entrant's personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying winner). The entrant's personal information may be disclosed to Frontier Advertising Pty Ltd for this purpose. If you are not willing for this to occur you cannot participate in the Promotion.
44. Entrants' personal information may be disclosed to State and Territory lottery departments and winners' names published as required under the relevant lottery legislation. A request to access, update or correct any information should be directed to the Promoter.