

**Condensed terms (for use in advertising):**

**Pinball collectable back glass competition**

Visit [www.manspace.com.au](http://www.manspace.com.au) for full terms and to enter. Max of one entry per person. Open to Australian residents who are 18+. Final competition closes 18/01/16 at 5pm. Winner judged 20/01/16. Chance plays no part in the determination of the winner. Winner notified by email. Total prize valued at \$1600. The Promoter is Silver Spoon Productions Pty Ltd

**Condensed terms (for use in advertising- shorter version):**

Visit [www.manspace.com.au](http://www.manspace.com.au) for full terms and to enter. Max of one entry per person. Open to Australian residents who are 18+. Competition closes 18/01/16 at 5pm. Winner judged 20/01/16 and notified by email.

**Terms and Conditions – Pinball Backglass**

**General**

1. Information on how to enter and prizes form part of the Terms and Conditions. Entry into this competition deems acceptance of these Terms and Conditions.
2. To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.

**Who can enter**

3. Subject to clause 4, entry is open to all residents of Australia over the age of 18, as of the date of entry, who have fulfilled the requirements set out below (**Eligible Entrants**).
4. Employees, and their immediate families, of the Promoter, Silver Spoon Productions Pty Ltd are not eligible to enter this competition. Immediate family means any of the following: spouse, ex-spouse, defacto spouse, child or step child (whether natural or by adoption), parent, step parent, grandparent, step grandparent, uncle, aunt, niece, nephew, brother, sister, step brother, step sister or 1st cousin.
5. The Promoter is Silver Spoon Productions Pty Ltd (49 080 853 381) of Level 1, 450 Malvern Rd, Prahran 3181 (**Promoter**).

**How to enter**

6. Eligible Entrants may enter this competition during the Promotional Period (defined below) by: visiting the website [www.manspace.com.au](http://www.manspace.com.au), entering all requested details and providing a unique answer to the question “Which classic pinball is significant to you and why?”
7. Entries must include all requested contact details to be eligible to win. Each entry must be unique and received by the Promoter prior to the competition close date and time.

**When to enter**

Competition commences on **28/12/15 at 19:00 AEST** and closes on **13/01/16 at 17:00 AEST**

The winner will be the best valid entry as judged by the judging panel (including the program producer Silver Spoon Productions), having regard to skill, creativity and originality,. Chance plays no part in the determination of the winner.

8. The winners will be notified by phone and email by **15/01/2016**.

**Number of Entries permitted**

9. Entrants may enter this competition once only and may only enter in their own name.

**Prize on offer**

10. A set of four original pinball machine back glasses, individually signed by Stern Amusements founder Gary Stern.
11. If the Promoter is unable to contact the winner to claim fulfilment of the promotional prize or if the winner is unable to attend any element of the prize, that winner will forfeit the prize in its entirety and it shall be awarded to the next runner up in the promotion. The Promoter will not be liable for a winner who cannot be contacted and therefore forfeits their prize and no correspondence will be entered into.

**Further Terms and Conditions**

12. The Promoter reserves the right to amend these Terms and Conditions if this competition cannot be run as originally planned. The Promoter may also cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affect the administration security, fairness, integrity or proper conduct of this competition. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition.
13. The Promoter and their associated agencies and companies will not be liable or responsible for any problems or technical malfunction of any telephone network or lines, computer on line systems, servers, or providers, computer equipment, software, technical problems of the phone or of any phone network, or any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur; whilst undertaking any travel won on or connected with their entry; in the participation in any prize; as a consequence of late, lost or misdirected mail, email SMS or phone call; due to the broadcast of any program relating to the competition or the publication of any material, including any statements made by any compere, staff member, journalist, other entrants or any other person; any injury or damage to entrant's or any other person's computer software or phone; or any combination thereof, related to or resulting from participation or sending or receiving of any communication or of any materials in this competition.
14. All entrants must submit **ONLY** their own original answers. Any such answers cannot be previously published in any forum worldwide. All entries become the property of the Promoter and cannot be returned. Entries that are found to have been derived from the designs of a third party will be considered invalid and, if awarded a prize, that prize must be returned to the Promoter. The winner may be required to sign a statutory declaration regarding the originality of the entry. Without limiting the generality, the Promoter reserves the right to take legal action against anyone found to have breached this term. 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 are reserved.
15. 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. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.

16. The Promoter highly recommends a current residential street address be provided when requested for ease of correspondence and potential prize delivery. The Promoter makes all reasonable efforts to deliver prizes to the addresses provided by competition entrants. The Promoter cannot guarantee that any prizes returned to the Promoter due to non-delivery at the provided address will be re-sent to the prize winner.
17. The Promoter reserves the right to request winners to sign a winner's deed of release or any other relevant forms or agreements that the Promoter deems necessary, to provide proof of identity, proof of age, proof of residency at the nominated prize delivery address and/or proof of entry validity (including phone bill) in order to claim a prize. Proof of identification, residency, age 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.
18. The Promoter reserves the right to rejudge in the event of an entrant, claiming to be a winner, being unable to satisfy these Terms and Conditions.
19. The judges' decision in relation to any aspect of the competition is final and binding on each person who enters. Chance plays no part in determining any winner. No correspondence will be entered into. No responsibility is accepted for late, lost or misdirected entries. Prizes are subject to availability, not transferable or exchangeable and, with the exception of cash prizes, cannot be taken as cash. Prizes will be sent to the winner's nominated address as stated in their original entry. The Promoter and their associated agencies, and companies associated with this promotion will take no responsibility for prizes damaged or lost in transit.

**Copyright, Statutory guarantees, Waiver and liability**

20. All entries and any copyright subsisting in the entries become and remain the property of the Promoter who may publish or cause to be published any of the entries received. Silver Spoon Productions Pty Ltd and its related entities collect entrants' personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying winners) and for related purposes which would reasonably be expected without your permission. For example, we may from time to time use your personal information to provide you with information about products and services which we expect may be of interest to you. However, we do respect your right to direct us not to do this if and when any future communication is sent to you by the Promoter. We do not sell personal information to other organisations. We may disclose personal information to essential service providers who provide services in connection with our products and services. You may request access to your personal information by writing to The Privacy Officer, Legal Compliance Department, Silver Spoon Productions Pty Ltd, of Level 1, 450 Malvern Rd, Prahran 3181.
21. In participating in the prizes, the winners agree to participate and co-operate as required in all editorial activities relating to the Competition, including but not limited to being interviewed and photographed. The winners (and their companions) agree to granting the Promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide, including online social networking sites, and the winners (and their companions) will not be entitled to any fee for such use.
22. Prize winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of that prize.
23. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of

Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.

24. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or Entrant; or (f) use of a prize.