

Terms and Conditions of Entry Friend-Get-Friend Promotion

1. Information on how to enter forms part of the terms and conditions of entry. Entry into the promotion is deemed acceptance of these terms and conditions.
2. The promoter is Solstice Media (ABN 63 105 598 187) of Suite 4 Cinema Place, Adelaide, SA, 5000 (Promoter).
3. The promotion consists of two competition periods that will run between 12.00am (Adelaide time) on Monday 7 June 2010 and 11.59pm (Adelaide time) on Friday 30 July 2010 with a break of two weeks in between each period.
 - (i) Prize 1 will be given away to those who enter the competition between 12.00am (Adelaide time) on Monday 7 June 2010 and 11.59pm (Adelaide time) on Friday 25 June 2010.
 - (ii) Prize 2 will be given away to those who enter the competition between 12.00am (Adelaide time) on Monday 12 July 2010 and 11.59pm (Adelaide time) on Friday 30 July 2010.
 - (iii) Subscribers will be unable to refer 'Friends' between the period of 12.00am (Adelaide time) on Saturday 26 June 2010 and 11.59pm (Adelaide time) on Sunday 11 July 2010 and all website and email links will be disabled during this time.
4. Entry is open only to Australian residents with a valid email address (Eligible Entrants). Directors, management, employees (and their immediate families) of the Promoter, its related bodies corporate and agencies associated with this promotion are not eligible to enter this promotion.
5. To enter, Eligible Entrants must refer a friend(s) to Indaily AM by following a link from an email that will be sent to Indaily subscribers. Depending on the number of friends referred the entrant will go into different prize draws within the time frame of Prize 1 or Prize 2. Referred friends will then be sent an email encouraging them to subscribe to Indaily. The first 500 referred friends who then subscribe to Indaily instantly receive a prize. Total prize value \$27,700.00.
 - (i) For Prize 1:

Refer 1 plus x Friend - Dinner for two at Shiki Restaurant (value \$250.00)

Refer 3 plus x Friend - Two night suite weekend at the InterContinental Adelaide including daily service breakfast for two people. (value \$950.00)

Refer 5 plus x Friend - Two night weekend stay at the InterContinental Melbourne including breakfast and return economy flights ex-Adelaide for two people (value \$1400.00).
 - (ii) For Prize 2:

Refer 1 x Friend - Dinner for two at Shiki Restaurant (value \$250.00)

Refer 3 plus x Friend - Two night suite weekend at the InterContinental Adelaide including daily room service breakfast for two people. (value \$950.00)

Refer 5 plus x Friend - Two night weekend stay at the InterContinental Sydney including breakfast and return economy flights for two people ex-Adelaide (value \$1400.00)
 - (iii) The first 500 referred friends who subscribe to Indaily receive a two-for-one lunch or dinner voucher for Riverside Restaurant, InterContinental Hotel Adelaide (value \$45.00) (Total = \$22,500).

- i. Not to be used in conjunction with any other offer. Two-for-one is for an equal or lesser value. Valid 07 June 2010 to 31 August 2010, Monday – Wednesday evening only and subject to availability.
 - ii. Referred friends can only subscribe once thus receiving one voucher per subscription. Vouchers will be numbered from 001-500 and thus identifiable. The InterContinental Hotels Group reserves the right to refuse vouchers they believe have already been used.
 - iii. Subscription to receive a two-for-one voucher will end after the first 500 subscribers or at 11.59pm (Adelaide time) on Monday 30 August 2010, whichever is the earlier.
6. Entrants may be required to provide their residential or mailing address, if requested, to provide to gaming authorities.
7. Should an entrant's contact details change during the Promotion 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 the promoter.
8. The Promoter is not responsible for any lost, late, incorrectly entered or misdirected entries. The Promoter reserves the right to verify the validity of entries and to disqualify any entrant who tampers with the entry process or who submits an entry that is not in accordance with these terms and conditions.
9. 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 e-mail 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.
10. The prize(s) will be as described in the prize description (section 5. of this document). Drawing of Prize 1 will take place on Monday 28 June 2010 at 3.00pm. Drawing of Prize 2 will take place on Monday 2 August 2010 at 3.00pm. All draws will be by a Random Electronic Drawing System.
 - (i) Some prizes carry additional terms and conditions. Refer to the prize for details.
11. The draw will take place at the offices of Solstice Media Suite 4 Cinema Place Adelaide, 5000, on the dates and times as mentioned in clause 10.
12. The results of the draws are final and no correspondence will be entered into.
13. The total prize value is based on the recommended retail value. The Promoter accepts no responsibility for any variation in the value of the prizes. All prize values are in Australian Dollars.
14. The prize must be taken as stated and no compensation will be payable if a winner is unable to use their prize as stated. The prize is not exchangeable or redeemable for cash or other goods or services.
15. The Promoter and its related bodies corporate and their respective officers, employees and agents will not be liable for any loss, damage or personal injury whatever (including but not limited to direct, indirect and consequential loss) suffered or sustained in connection with this promotion, the promotion of this promotion or the use of the prize, except for liability which cannot be excluded by law.
16. The winners will be notified by email within 2 days of the draws. The winner's names of 5(i) and 5(ii) will be announced on Indaily and in The Independent Weekly newspaper. The names of the Prize 1 winners will be published in the Independent Weekly newspaper on Friday 2 July 2010. The names of the Prize 2 winners will be published in the Independent Weekly newspaper on Friday 6 August 2010.
17. The Promoter reserves the right to redraw in the event of an entrant being unable to satisfy these terms and conditions or not claiming the prize. If the prize remains unclaimed by 5.30pm Monday 30 August 2010 a second chance draw will be conducted. The unclaimed prize draw will be conducted Wednesday 1 September 2010. The unclaimed prize draw will occur at the offices of Solstice Media, Suite 4 Cinema Place Adelaide 5000. The unclaimed prize draw winner will be notified by email within 2 days of this draw taking place.

18. The winners of prizes in prize periods one and two will be asked to collect their prize from the office of Solstice Media at Suite 4 Cinema Place Adelaide, 5000.
 - (i) If the winner is unable to collect the prize from the office of the Promoter (from Solstice Media – Suite 4 Cinema Place Adelaide, 5000) any delivery costs associated with delivering the prize to the winner must be covered by the winner.
19. The first 500 referred friends who subscribe to Indaily will receive their two-for-one voucher via email within 1 business day of subscription. This offer is available for those who subscribe within one month of the close of the second prize period. This prize will thus close at 11.59pm (Adelaide time) on Monday 30 August 2010.
20. If for any reason the promotion is not capable of running as planned (for reasons including but not limited to) 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 promotion, the Promoter reserves the right (subject to any written directions given under applicable law) to qualify any individual who tampers with the entry process and to cancel, terminate, modify or suspend the promotion.
21. The prize winners must, on request by the Promoter, be able to provide evidence which, to the reasonable satisfaction of the Promoter, demonstrates that the winner is an Eligible Entrant and has complied with these Terms and Conditions.
22. Entry details remain the property of the Promoter and may be passed on to the InterContinental Hotel Group if entrants opt-in upon subscribing. The name and a photograph of the winners may be used for promotional purposes by the Promoter, unless the winner otherwise notifies the Promoter at the time of accepting the prize. The Promoter will provide the name and address of the winner to State and Territory gaming authorities as required by law. Eligible Entrants consent to the Promoter using personal information provided in connection with this promotion for the purposes of facilitating the conduct of the promotion and awarding of prizes.
23. A failure by the Promoter to enforce any one of these items and conditions in any instance(s) will not give rise to any claim or right of action by any other person or contestant.
24. SA Permit no. T10/1209