

Electronic Arts Australia Pty Ltd
The Sims™ 3 Project Vote & Win
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 Electronic Arts Australia Pty Ltd (EA) ABN: 20 003 367 824 of Suite 53 Jones Bay Wharf, 26-32 Pirrama Rd, Pyrmont 2009.
3. Entry is open to all residents of Australia. However, employees of EA, Be.interactive Pty Ltd and their associated agencies and companies and their immediate families are not eligible to enter.
4. The competition commences on 26th August 2009 at 00:01 (AEST) and concludes on 29th September 2009 at 23:59 (AEST).
5. To enter, participants must send an SMS to 19779966 to vote for their favourite The Sims 3 clothing design as displayed in Dolly Magazine. Each vote will automatically receive an entry into the competition.
6. The SMS entry mechanic is only open to consumers with a SMS compatible mobile phone connected to a service provider which permits text messaging to the promotional SMS number. It is recommended that entrants check with their individual service provider in this regard.
7. Entrants under the age of 18 must obtain the prior permission of a parent or guardian over the age of 18 to enter.
8. Entrants (including winners) in the competition may enter as many times as they like. However, only one prize per person is permitted (SA residents are entitled to win more than one prize as per the relevant state legislation).
9. 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 (including phone bill or store receipt for purchase requirement) 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.
10. 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. The Promoter reserves the right to disqualify a winner if Promoter becomes aware that the winner and/or the winner's entry is of a type described in this clause.
11. Entries must be received by 23:59 (AEST) on 29th September 2009. The time of entry will in each case be the time SMS message is received by the Promoter's or their service provider's database. The Promoter accepts no responsibility for any late, lost or misdirected entries including SMS messages not received by the Promoter or delays in the delivery of the SMS message due to technical disruptions, network congestion or for any other reason. SMS entries via the internet or computer generation and not attributable to a valid mobile phone account are invalid.
12. Maximum entry cost is AUD\$0.55 (including GST).

13. The prizes include:

	Description	Qty	Value (each)
Major Prize	Samsung Ultra Touch Mobile Phone	5	AUD\$899.99
	Polaroid Bluetooth printer		AUD\$300.00
Second Prize	The Sims Collector's edition PC game	5	AUD\$119.99
Third Prize	EB Games Gift Card	5	AUD\$100.00

14. Total prize value is AUD\$7,099.90 (including GST)
15. Prizes cannot be transferred, exchanged, substituted and cannot be redeemed for cash.
16. Unless expressly stated in these Terms and Conditions of Entry all other expenses (including installation costs of the prizes) become the responsibility of the winner.
17. 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.
18. 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.
19. Once prizes have left the Promoter's premises, the Promoter takes no responsibility for prizes damaged, delayed or lost in transit.
20. 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 and filmed.
21. 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.
22. 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 EA 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.

23. 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.
24. 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.
25. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
26. Each valid entrant who has entered the competition over the duration of the promotional period will be entered into the draw. Fifteen (15) valid entrants will be drawn at random to become the winners. The draw will take place at Be.interactive Pty Ltd, Level 9, 155 George Street, Sydney NSW 2000, on 6th October 2009 at 16:00 (AEDT).
27. 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. Winners of prizes valued over \$250 will be published in the Public Notices section of The Australian newspaper on 13th October 2009.
28. 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.
29. 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.
30. Subject to any direction given under relevant State legislation, an unclaimed prize draw will take place at Be.interactive Pty Ltd, Level 9, 155 George Street, Sydney NSW 2000 on 27th January 2010 at 16:00 (AEDT) and winners of prizes valued over \$250 will have their details published in the Public Notices section of the Australian on 3rd February 2010.
31. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the competition result.
32. 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.
33. 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.
34. 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.
35. The Promoter 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 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 failure, theft or destruction, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.

36. 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.
37. EA, 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.
38. 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.
39. 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.
40. Be.interactive Pty Ltd, on behalf of EA, 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 Be.interactive Pty Ltd for this purpose. If you are not willing for this to occur you cannot participate in the Promotion.
41. 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.

Authorised under NSW permit no: LTPS/09/06543, VIC permit no: 09/2323, ACT permit no: TP09/02838, SA permit no: T09/1734.