

TomTom Christmas 2008 Promotion (Australia)

CONDITIONS OF ENTRY

PARTICIPATION

1. This promotion ("**Promotion**") is conducted by TomTom Sales BV, Australian Branch ABN 14 117 652 712, ("**Promoter**") of Suite 1, Level 5, Building 1, 3 Richardson Place, North Ryde NSW 2113.
2. Entry to the Promotion constitutes acceptance of these Conditions. All entry, instructions and prize information published by the Promoter form part of these Conditions.
3. The Promotion is only open to an "**Eligible Entrant**", being an individual who:
 - (a) is a resident of Australia;
 - (b) is aged 18 years or older as at the date of entry;
 - (c) is not an employee of the Promoter or any of its related corporations or any of their agencies associated with the Promotion; and
 - (d) is not a spouse, defacto spouse, parent, child or sibling (whether natural or by adoption) of such an employee.
4. Promotion entry commences 00:01 AEST Tuesday 4 November 2008 and closes 23:59 AEST Monday 12 January 2009 ("**Entry Period**").

ENTRY TO DRAWS

5. To enter the Promotion ("**Entry**"), the Eligible Entrant must:
 - (a) purchase during the Entry Period any one (1) of the following TomTom products: TomTom ONE 3rd Edition Australia, TomTom ONE Australia, TomTom ONE XL Australia, TomTom XL Australia, TomTom XL Traffic Australia, TomTom GO 720 Australia, TomTom GO 720 Traffic Australia, TomTom GO 730 Australia, TomTom GO 730 Traffic Australia, TomTom GO 930 Australia, TomTom GO 930 Traffic Australia or TomTom RIDER V2 Australia ("**Purchased Product**");
 - (b) visit the Promotion website www.redemptions.com.au/TomTom and enter the requested customer information and the last four digits of the barcode from the Purchased Product;
 - (c) follow the link on www.redemptions.com.au/TomTom to submit the Entry – a confirmation email will be sent to the email address provided in the Entry;
 - (d) send a copy of the confirmation email and the original barcode from the Purchased Product to TomTom Promotion, Locked Bag 6, Mt Waverley, VIC 3149.
6. For an Entry to be valid, the Entry (including the original barcode from the Purchased Product) must be received by the Promoter during the Entry Period.
7. The Eligible Entrant may enter more than once. However, each Purchased Product may be used for only 1 Entry.
8. All claims and entries are the property of the Promoter.
9. The Promoter takes no responsibility for any lost, stolen, damaged, late or misdirected entries or for any delays or failures in any delivery service or equipment.

10. All entries to the Promotion may be subject to verification by the Promoter. The Promoter may disqualify any Eligible Entrant for tampering with the Entry process, or who submits an Entry that is not in accordance with these Conditions. Any Entry made with a stolen, forged, mutilated, unrecognised or tampered with Purchased Product barcode number is void.

DRAWS

11. All valid entries received by the Promoter during the Entry Period will receive:
- (a) 3 month online subscription to the TomTom fixed safety camera subscription valued at \$24.95 if their Purchased Product was a TomTom One or TomTom XL product; or
 - (b) 12 month online subscription to the TomTom fixed safety camera subscription valued at \$49.95 if their Purchased Product was a TomTom GO or Ryder product.

Each Eligible Entrant will be sent an email that will include instructions for how to claim the relevant online subscription. The TomTom fixed safety camera online subscription will be provided to each Eligible Entrant to download the most up to date locations for fixed speed and red light cameras. The TomTom fixed safety camera online subscription does not include information for Western Australia. Eligible Entrants will be required to create a TomTom Home Account to receive the TomTom fixed safety camera subscription. Refer to www.redemptions.com.au/TomTom for further information.

The fixed safety camera subscription codes will be sent to Eligible Entrants after 1 January 2009.

12. All valid Entries received by the Promoter during the Entry Period will be placed in the Major Prize Draw to be held at 16:00 AEST on Monday 9 March 2009 at Crossmark Australia, 1/39 Herbert Street, St Leonards NSW 2065.
13. The first valid Entry drawn in the Major Prize Draw will win the Major Prize ("**Major Prize Winner**").
14. The Major Prize Winner will be notified on Monday 11 March 2009 by email sent to the email address indicated in the Major Prize Winner's Entry. The email will include instructions for how to claim the Major Prize.
15. The name of the Major Prize Winner will be published in The Australian on 16 March 2009.
16. All valid Entries received by the Promoter during the Entry Period will be placed into the next daily draw. An Entry will be deemed to have been received when the Eligible Entrant enters their requested customer information and the last four digits of the barcode from the Purchased Product at www.redemptions.com.au/TomTom ("**Entry Date**"). The Entry will be validated and placed into the daily draw when the Promoter receives the original barcode from the Purchased Product. All Entries received will only be placed into one daily draw.
17. There are 70 daily draws. All daily draws will occur seven (7) days after the Entry Date. The first daily draw will be held on Tuesday 11 November 2008 for the Entry Date of Tuesday 4 November 2008. The final daily draw will be held on Monday 19 January 2009 for the Entry Date of Monday 12 January 2009. For each of the other 68 daily draws, if the seven (7) days after an Entry Date is a Saturday, Sunday or public holiday, the daily draw for that particular Entry Date will occur on the next business day. All draws will be held at Crossmark Australia, 1/39 Herbert Street, St Leonards NSW 2065 at 16:00 AEST.
18. The first valid entry drawn in each daily draw will win a Runner Up Prize ("**Runner Up Draw Winner**").

19. Each Runner Up Draw Winner will be notified by email sent to the email address indicated in the Runner Up Draw Winner's Entry within 2 days of the relevant daily draw. The email will include instructions as to how to claim the Runner Up Prize.
20. The name of each Runner Up Draw Winner will be published in The Australian on the next Monday after the relevant daily draw. The first Monday that the names of each Runner Up Draw Winner will be published is 17/11/08 and the last Monday that the names of each Runner Up Draw Winner will be published is 26/1/09.
21. The Promoter may conduct such further draws at Crossmark Australia, 1/39 Herbert Street, St Leonards NSW 2065 as are necessary at 16:00 AEST Tuesday 9 June 2009 for an unclaimed prize, subject however to any directions given by any applicable gaming authorities. The winner of any unclaimed prize will be notified in writing and details of the winner of any unclaimed prize draw will be published in The Australian on Tuesday 16 June 2009.

THE PRIZES

22. The Major Prize consists of a Mazda CX7 Classic motor vehicle including all on road costs. The motor vehicle will be selected by the Promoter.
23. The Major Prize does not (except as expressly stated) include any insurance or any other ancillary costs which may be incurred by the Major Prize Winner in relation to the Prize.
24. Each Runner Up Prize consists of a Performance Driving Course to be conducted in the capital city closest to the Runner Up Prize Winner.

GENERAL

25. To take the Runner Up Prize, each Runner Up Prize Winner must, if requested by the Promoter, agree to and sign:
 - (i) an eligibility form confirming their compliance with these conditions, eligibility to accept the Runner Up Prize and participate in the Runner Up Prize; and
 - (ii) a liability release and/or indemnity in favour of the Promoter and/or any entity associated with this Promotion in a form to be determined in the absolute discretion of the Promoter.
26. The Major Prize is valued up to \$49,512.50 . The Performance Driving Course is valued at \$320 each. The total runner up prize pool is valued at \$22,400. The total prize pool is \$71,912.50. The value of the Major Prize and the Runner Up Prizes ("**Prizes**") is accurate and based on the recommended retail price as at 1 October 2008. The Promoter takes no responsibility for any variation in prize value.
27. If the Promoter or the management of the Performance Driving Course determine, in their absolute discretion, that a Runner Up Prize Winner cannot safely participate in the Runner Up Prize, the Promoter reserves the right to refuse to award to the Runner Up Prize Winner the Runner Up Prize.
28. The prizes are not transferable or exchangeable and cannot be redeemed for cash. The prizes must be taken as offered and cannot be varied.
29. The Promoter accepts no liability or responsibility for any loss incurred by the Major Prize Winner or the Runner Up Draw Winners or any other person as a result or in connection with the Prizes, or part of either Prize being unavailable for any reason.
30. The Promoter has no control over internet, networks or lines, bugs, viruses and server problems and accepts no responsibility for any problems associated with them, for any reason.

31. If for any reason the conduct or operation of the Promotion is interfered with or disrupted in any way, the Promoter reserves the right in its discretion to modify the terms of the Promotion including the prizes and these Conditions, subject to the approval of the relevant gaming authorities.
32. All of the Promoter's decisions are final and no correspondence will be entered into, including in the event of a dispute.
33. The Promoter accepts no responsibility for any tax liability incurred as a result of an Eligible Entrant participating in the Promotion. Any tax liability arising as a result of accepting a prize is the responsibility of the relevant winner.
34. To the full extent permitted by law, the Promoter, its associated companies and agencies and any of their personnel (the "**Relevant Parties**") exclude all liability for any loss, injury or damage of any nature whatsoever (including any indirect loss, consequential loss, damage, claim, injury, cost or expense) which is suffered or incurred by the Eligible Entrant as a result of or in connection with received, taking or using the Major Prize or the Runner Up Prize.
35. If any act or omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these Conditions, the Promoter will not be liable for any failure to perform or delay in performing its obligation and the Promoter reserves the right (subject to any applicable law) to cancel, terminate, modify or suspend the Promotion.
36. The Major Prize Winner and the Runner Up Draw Winners' agree to participate in any news media activities surrounding the Promotion. The Promoter reserves the right to use the Major Prize Winner's and the Runner Up Draw Winners' name, voice, image and likeness for advertising and publicity purposes in any media in perpetuity without additional compensation.
37. If for any reason this Promotion is not capable of running as planned, the Promoter reserves the right in its discretion to modify the terms of the Promotion including the prizes and these Conditions of Entry, subject to approval of the gaming authorities in each State and Territory where relevant.
38. By entering the Promotion the entrant consents to the Promoter's privacy policy available on request. The Promoter collects the entrant's personal information for the purposes of administering the Promotion, notifying and announcing the Winners and of marketing the Promoter's products and services, including by direct marketing techniques. The Promoter may disclose the entrant's personal information to third parties including those involved in the administration of the Promotion, notifying and announcing the Winners, the supply of prizes, fulfilment houses and advertising agencies. If the entrant does not provide the required personal information to the Promoter, the entrant cannot enter the Promotion. The entrant may access and correct the personal information about the entrant held by the Promoter by writing to the Promoter at the address below. By entering this Promotion the entrant consents to:
 - (1) the collection, use and disclosure of his or her personal information as set out in this paragraph 38;
 - (2) receiving from the Promoter telemarketing calls for an indefinite period of time, notwithstanding any listing of the entrant's telephone number on the Do Not Call Register; and
 - (3) receiving from the Promoter commercial electronic messages, including SMS and email messages, for an indefinite period of time.
39. These Conditions are governed by the laws of Victoria.

40. Authorised under NSW Permit No. LTPS/08/10583; ACT Permit No. TP 08/04388; VIC Permit No. 08/4920; SA Permit No. T08/4929