

Show	NRL FOOTY SHOW	Promotion	FOOTY SHOW – KENO MILLION DOLLAR HOT SEAT COMPETITION		
Service Provider	5 th FINGER	Version	2009.01	Date	11/03/09

THE FOOTY SHOW – KENO MILLION DOLLAR HOT SEAT COMPETITION (“THE COMPETITION”)

CONDITIONS OF ENTRY (“THE RULES”)

- 1) Information on how to enter and prizes form part of these Conditions of Entry. Entries not completed in accordance with the Conditions of Entry or received after close of entry will not be considered. Incomplete or inaudible entries will be disregarded. The judge’s decision in relation to any aspect of the promotion is final and binding on every person who enters. No correspondence will be entered into.
- 2) Entry is open to all residents of NSW and QLD, in Australia, aged 18 years and over, except for employees of the Promoter, ACP Magazines Ltd, ninemsn Pty Ltd, Ticketek Pty Ltd, 5th Finger Pty Ltd and their immediate families, and all companies and agencies associated with this promotion.
- 3) At its sole discretion the Promoter may exclude any person(s) with a criminal record. At its sole discretion the Promoter may exclude any person who has appeared on any broadcast Quiz or Game Show within the 6 months prior to the record date.
- 4) Participation in the Promotion is limited to persons who are aged 18 years and over and who have NOT been excluded (whether self-excluded or otherwise excluded) from participation in Keno, or excluded from a Venue in which the Promotion is taking place (“Entrants”).

ENTRY INTO THE COMPETITION

- 5) Entry into the promotion commences 21:30 AEST on Thursday 9th April 2009 and ends on Tuesday 25th August 2009 at 2359 AEST. All Draws will take place at 5th Finger Pty Ltd, 264 George St, Sydney NSW 2000 at the date and time stipulated in TABLE A. All times are in AEST and AEDST during daylight savings periods. Lines will remain open between 21:30 AEST Thursday 9th April 2009 and 2359 AEST Thursday Tuesday 25th August 2009. Any entries received after a particular Draw Period has closed will be entered into the next Draw Period. All winners will be notified via phone, in writing and will be published in the Australian newspaper on the dates stipulated in the table below.
- 6) There are two ways of registering for the Footy Show – KENO MILLION DOLLAR HOT SEAT COMPETITION: To be a valid entrant, entrants must be 18 years and over and must:
 - a) Visit their nearest Keno location to gather the weekly Footy Show code word on the Keno screen and either;
 - i) **1-90 Call:** Participants can call and register the Footy Show codeword current on their date and time of entry, their full name, address and their daytime phone number to **1902 559 888** Maximum 1-90 entry cost per message is 55c including GST. Calls from mobiles and pay phones may attract a higher rate. OR:
 - ii) **SMS:** Participants can text the Footy Show Codeword current on their date and time of entry along with their full name, address and daytime phone number to **199 59 888**. Maximum SMS entry cost per message is 55c including GST. 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 premium promotional SMS

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number. It is recommended that entrants check with their individual service provider in this regard.

- 7) Multiple competition entries are permitted however each entry must be submitted separately and in accordance with the entry requirements.
- 8) No responsibility accepted for late, lost, misdirected, incomplete or inaudible entries.
- 9) **TABLE A – Promotion Schedule – each draw period (20 Minor draws, 1 Major Draw)**

Draw Period	Close Time AEST/AEDST	Close Date Wednesday	Winners Drawn Time AEST/AEDST	Winners Drawn Date	Appearance date on the NRL Footy show	Publication date in the event of winners
1	0930	15/04/09	1000	15/04/09	23/04/09	28/05/09
2	0930	22/04/09	1000	22/04/09	30/04/09	28/05/09
3	0930	29/04/09	1000	29/04/09	07/05/09	28/05/09
4	0930	06/05/09	1000	06/05/09	14/05/09	28/05/09
5	0930	13/05/09	1000	13/05/09	21/05/09	25/06/09
6	0930	20/05/09	1000	20/05/09	28/05/09	25/06/09
7	0930	27/05/09	1000	27/05/09	04/06/09	25/06/09
8	0930	03/06/09	1000	03/06/09	11/06/09	25/06/09
9	0930	10/06/09	1000	10/06/09	18/06/09	23/07/09
10	0930	17/06/09	1000	17/06/09	25/06/09	23/07/09
11	0930	24/06/09	1000	24/06/09	02/07/09	23/07/09
12	0930	01/07/09	1000	01/07/09	09/07/09	23/07/09
13	0930	08/07/09	1000	08/07/09	16/07/09	27/08/09
14	0930	15/07/09	1000	15/07/09	23/07/09	27/08/09
15	0930	22/07/09	1000	22/07/09	30/07/09	27/08/09
16	0930	29/07/09	1000	29/07/09	06/08/09	27/08/09
17	0930	05/08/09	1000	05/08/09	13/08/09	27/08/09
18	0930	12/08/09	1000	12/08/09	20/08/09	15/10/09
19	0930	19/08/09	1000	19/08/09	27/08/09	15/10/09
20	2359	25/08/09	1000	26/08/09	03/09/09	15/10/09
21 Major Draw	All winners from draws 1-20 will be automatically placed within the Major Draw		1000	21/09/09	01/10/09	15/10/09

ROUND 1 GAME OF CHANCE WHEEL

- 10) For each Draw Period (from draw period 1-20), the Promoter will randomly select one (1) entrant from all valid entries received from the close time of the previous draw period up until the close time for that draw period to participate in the Game of Chance wheel. The entrant must be available to attend the filming of the NRL Footy Show in the date specified in Table A at Channel 9 studios at 24 Artarmon Road, Willoughby NSW 2068. (In the event that the Show's broadcast is not hosted at the previous mentioned location, travel will be included as per condition 13). If not, the Contestant forfeits their opportunity to take part. Failure to attend the studio on the Appearance Date at the arranged time for any reason will constitute forfeiture from taking part in the Competition. In such circumstances, a member of the studio

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audience will be randomly selected as the contestant for that draw period. The promoter will endeavor to contact the drawn entrant via the details provided within their entry, In the event that the promoter is unable to contact the winner within 48 hours of being drawn another winner will be drawn.

- 11) The Promoter reserves the right to draw additional reserve entries (and record them in order), in the event that an invalid entry is drawn or an entrant drawn is ineligible or forfeits their prize.
- 12) An entrant is limited to being drawn once during the course of the Competition.
- 13) Keno will provide travel for qualified Contestants only as follows:
 - a) **Queensland Residents:** will receive two return economy airfares (from the winner's nearest airport that provides commercial flights direct to Sydney) and one nights' room only accommodation at a three star hotel in a twin share room for two people for the night of the Appearance Date only.
 - b) **NSW Residents:** will be responsible for all travel and accommodation arrangements necessary to attend the Appearance Date. Residents whose official place of residence is at least 200 kilometers in a circle radius from the Channel 9 Studios as per the address outlined in clause 10 will be provided with two return economy airfares (from the winner's nearest airport that provides commercial flights direct to Sydney) and one nights' room only accommodation at a three star hotel in a twin share room for two people for the night of the Appearance Date only. The decision of booking flights for the contestant will remain with the promoter and cannot be guaranteed.
 - c) Travel must be taken to coincide with the Appearance Date and is subject to the booking and flight availability. Itinerary to be determined by the Promoter at its absolute discretion. Unless otherwise indicated, Contestants are responsible for all costs involved in taking part in the Competition, including but not limited to, travel to and from the Appearance location, accommodation, meals, taxes and any other ancillary costs. No fee will be paid to any Contestant for any attendance in respect of any loss of earnings incurred because of the attendance at the studio on or around the Appearance Date.
- 14) The Promoter reserves the right to request that Contestants provide proof of identity. Identification considered suitable for verification is at the discretion of the Promoter.
- 15) It is a condition of participation that a Contestant will be required to sign legal releases in any form to be determined by the Promoter at its absolute discretion.
- 16) At its absolute discretion the Promoter reserves the right to refuse to allow any person participation in any or all aspects of the Competition if the Promoter determines that a Contestant is not in a mental or physical condition necessary to be able to safely participate in the Competition.
- 17) The Contestant is required to divulge to the Producers any medical device they may require. Contestants who wear a hearing device, or other electronic device or any other medical aide as prescribed by a Medical Practitioner may also be asked to provide proof of their medical requirement of such a device. Such device may be deemed a security risk.

RECORDING THE PROGRAM

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- 18) On all Appearance Dates the Contestants will be met at the studio and will be required to sign a standard form Agreement in relation to the Program. The standard form Agreement will include, amongst other things, confirmation that the Contestant:
- understands and agrees to the Rules;
 - consents to the recording of their contribution to the Program and to the exploitation of the Program in all media worldwide; and
 - consents to a search of their person and belongings to ensure that they do not have any device or other thing that would assist them in the Competition, as deemed necessary by the producers.

Each Appearance Date (from draw periods 1-20) Contest will run as follows:

Round 1 Game of chance wheel

- The Contestant will be able to spin a large chocolate wheel to determine their prize
- The wheel will be divided into 12 sections, with each section representing one of the prizes outlined in Table B.
- The wheel pointer will fall on one number / prize. This will be the prize awarded for round 1 and the contestant will move on to the Multiple Choice Question

TABLE B – Round 1 game of chance prizes

Wheel Sections total of 12 sections	Prizes
2 sections	\$750
4 sections	\$500
5 sections	\$200
1 section	\$0

19) MULTIPLE CHOICE QUESTION

- The Contestant will be asked one question and given four alternative answers. If they answer correctly, they can decide if they are to move onto round 2. If the contestant decides to move on to round 2, all prizes won up until this point will be void and brought to zero. In the event that the contestant decides to not move onto round 2 the prize money which was spun on the wheel within round 1 will be awarded
- If they answer incorrectly, they leave at this point of the competition with the prize money that they were awarded within Round 1. In the event that the contestant decides to leave at this stage of the competition and has spun up \$0 in round 1, the entrant will receive a consolation prize to the value of \$20 including GST.
- The contestant is provided with three “Fatty’s Favours” to assist them in answering the question. These “Fatty’s Favours” can only be used once during the time that the contestant has to answer the question. The “Fatty’s Favours” are as follows:
- “Phone the Falcon” The contestant is able to telephone the Falcon, and has 30 seconds to read out the question and alternative answers to the Falcon and ask him for his answer. The Falcon must answer, if any, within the 30 second period. The contestant is not bound to accept the Falcon’s answer. In the event that the Falcon does not pick up the phone, the contestant will have the opportunity to choose another Member of the NRL Footy show team to assist.
- “Hint from the hosts” The contestant is able to receive a hint from the hosts. The contestant is not bound to accept the hint from the host to determine their answer.

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- f) “Poll the punters” All audience members have coloured cards marked 1, 2, 3, and 4 that correspond to the answer on the screen. The host repeats the question, and gives the four alternate answers, 1, 2, 3 and 4, and the audience is asked to hold up the card that they believe corresponds with the correct answer. From viewing the cards held up the contestant can determine the result of the studio audience. Once again, the Main Contestant is not bound to accept the results of the studio audience.

20) Round 2 Game of skill – Ball Throwing

If the Contestant decides to move onto to Round 2 they forfeit their opportunity to claim the prize offered in Round 1.

- The Contestant will be able to throw an object at a “Keno Face” upon a large grid to determine their prize. The Grid (or alternative item as deemed appropriate by the Promoter in its absolute discretion) will be divided up into 9 sections. Each “Keno Face” represents one of the prizes outlined in Table C.
- Whichever “Keno Face” the Contestant knocks over determines their prize
- The contestant will be awarded the prize monies determined by the “Keno Face”. This will conclude the weekly part of the competition.

TABLE C – Round 2 Game of Skill prizes – Ball Throwing

Grid Sections behind the “Keno Face” 9 sections in total	Prizes
1 section	\$250
1 section	\$750
1 section	\$5,000
2 sections	\$2,000
4 sections	\$1,000

MAJOR PRIZE DRAW - Million Dollar Game of Chance

- All contestants that have participated in either Round 1 or Round 2 will be automatically entered into the Major Draw for the Million Dollar Game of chance. The Major prize draw will take place at 5th Finger Pty Ltd, 264 George St, Sydney NSW 2000 on Monday 21st September 2009 at 10:00 AEST
- For the Million dollar game of chance, the Promoter will randomly draw one (1) entrant from all participants in round 1 and round 2. The drawn participant must be available to attend the NRL Footy Show Grand Final in Sydney on Thursday 1st October 2009. If not, the Contestant forfeits their opportunity to take part in the competition moving forward. Failure to attend the studio on the Appearance Date at the arranged time for any reason will constitute forfeiture from taking part in the Competition.
- The Promoter reserves the right to draw additional reserve entries (and record them in order), in the event that an invalid entry is drawn or an entrant drawn is ineligible or forfeits their right in taking part in the competition.

Million dollar Game of chance

- During the NRL Grand Final Footy show, the Contestant drawn for the Million dollar game of chance will be invited on stage to carry out the following:
 - Contestant will be asked to select one (1) of Eighty (80) Balls (or alternative item as deemed appropriate by the Promoter in its absolute discretion) at random to determine the prize that they will win.

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- b) The balls will be numbered 1 to 80.
- c) Each ball (or alternative item as deemed appropriate by the Promoter in its absolute discretion) will contain or correspond to a key (a total of 80 Keys), one of which opens a security safe placed on stage.
- d) If the Key within or corresponding to the ball (or alternative item as deemed appropriate by the Promoter in its absolute discretion) that the contestant selects opens the safe on stage, the contestant will win the Major prize of \$1,000,000. In the event that the key doesn't open the safe on stage the contestant will win \$10,000.
- 25) The total maximum prize pool value available is up to \$1,100,000 (Based on all 20 participants in round 1 and round 2 winning \$5,000 and the final participant in the Million dollar game of chance selecting the Million Dollar Key)
- 26) In the event that a prize, or part of a prize, is unavailable, the Promoter reserves the right to substitute the prize or part of the prize in its discretion with an alternative prize or part of the prize to the same and equal recommended retail value and/or specification subject to any written directions from the various Lottery Departments.
- 27) Cash prizes will be awarded in the form of a cheque. Prizes are not transferable or exchangeable. Any prizes won by a Contestant will be sent to their last known address within 28 days of broadcast of the episode of the Program.
- 28) In the event that for any reason whatsoever the prize winner does not take the prize or an element of the prize at the time stipulated by the Promoter, then the prize or that element of the prize will be forfeited by the prize winner.
- 29) All prizes must be taken as offered. The prize, or any unused portion of the prize, is not transferable or exchangeable. The prize is valued in Australian dollars. The Promoter accepts no responsibility for any variation in the prize value. Prize winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of their prize.
- 30) By entering the promotion via SMS an entrant consents to the Promoter using their personal details for the purposes of sending one (1) mobile terminated (MT) reply message which includes a confirmation of your entry in the promotion AND details of a special offer made by one of our partners.
- 31) It is a condition of accepting a prize that the winner agrees to be interviewed, photographed and filmed at any time during the acceptance of the prize by the Promoter or their agents for a story or feature on this promotion to be developed and featured on the Nine Network (or any other form of media it deems suitable) without further remuneration or reference to the participant. Details may feature on Nine Network on a date to be determined by the Promoters. The inclusion of any such feature (including but not limited to creative control of the feature) will remain with the Promoter at all times.
- 32) Participants must ensure that all care is taken when dialing or sending messages to the promotional number. It is the complete responsibility of the participant to ensure that they dial or SMS the correct number, in the event that an error occurs the Promoter accepts no responsibility for either, costs incurred, responses received or all other consequences. This is the responsibility of the participant.

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- 33) The Promoter accepts no responsibility for any SMS messages not received by the Promoter or delays in the delivery of the SMS message due to technical disruptions or for any other reason. An entry will only be counted as being received when it has been received by the Promoter's software system, not when it was sent from the handset.
- 34) In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right (subject to all relevant state and territory regulations) to either provide an alternative prize to the same value as the original prize or to cancel, terminate, modify or suspend the promotion.
- 35) The Promoter reserves the right to verify, at any time during or after the closing of the promotion, the validity of all entries and to disqualify any entrant who tampers with the entry process, including techniques designed to avoid payment of call costs or who submits an entry that is not in accordance with these Conditions of Entry. SMS entries via the internet are not valid and will not be accepted. The use of any automated entry software, or any other mechanical or electronic means, that permits the participant to automatically enter repeatedly, are not valid and will not be accepted. Failure of the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 36) The Promoter is not responsible for any error, omission, interruption, deletion, defect in operation or transmission, communications line failure, theft, destruction or unauthorised access to, or alteration of entries occurring in relation to the conduct of the Promotion. Additionally, the Promoter accepts no responsibility for any SMS message not received by the promoter or delays in the delivery of the SMS message due to technical disruptions or for any other reason (including, without limitation, any failure or delay by a carriage service provider in delivery of any SMS sent by you in relation to the Promotion.
- 37) If for any reason this competition is not capable of running as planned (including but not limited to) technical failures, unauthorised intervention, fraud or any other causes beyond the control of the Promoter which corrupts or affect the administration, security, fairness, integrity or proper conduct of this competition, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, and, subject to any written directions given by the various Lottery Departments, to cancel, terminate, modify or suspend the competition.
- 38) All entries become the property of the Promoter. The collection, use and disclosure of personal information in connection with this promotion are governed by the Promoter's Privacy Notice available from Channel 9 and these Conditions of Entry. The Promoter may use information it collects in relation to you to provide you with information regarding further offers, promotions or goods and services provided by the Promoter and/or the Promoter's partners and sponsors. The Promoter may also disclose information about you to its service providers to enable the Promoter to provide you with services. Your personal information may be disclosed to State and Territory lottery departments and winners' names published as required under the relevant lottery legislation. You consent to the Promoter's use and disclosure of information about you as contemplated by this condition. To remove your information from the Promoter's records, please SMS the word "STOP" to the SMS participation number listed above (55c inc GST SMS rate applies), or by sending an email to nine.sms@5thfinger.com with your name, mobile phone number and your request to cancel the service. If you wish to update or modify your details, please email nine.sms@5thfinger.com with your name, mobile phone number and your request to update or modify your details.

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- 39) To the full extent permitted by law, The Promoter will not be liable to you in respect of any claim for any loss or damage whatsoever (including, without limitation, any consequential, indirect, special, punitive or incidental damages) or for any personal injury suffered by you as a result of or in connection with the Promoter's provision of the Service. Certain legislation may imply warranties or conditions or impose obligations (collectively **Provisions**) in relation to the Promoter's provision of services to you which cannot be excluded, restricted or modified except to a limited extent. If those Provisions apply, to the extent that the Promoter is entitled to do so, the Promoter's limits its liability in respect of any claim under those Provisions to, at the Promoter's option, the supply of the relevant services again or the payment of the costs of having the services supplied again.
- 40) The Promoter is Nine Network Australia Pty Limited, ABN 88 008 685 407 of 24 Artarmon Rd, Willoughby, NSW 2068. You can contact the Promoter in relation to the promotion by mail to this address or by telephone to (02) 9906 9999.
- 41) Authorised under Permit number: NSW:LTPS/09/02227

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