

## **Panasonic Rate & Review Promotion - Terms and Conditions**

1. Instructions on how to enter and prizes form part of these Terms and Conditions. Participation in the Panasonic Rate & Review promotion ("Promotion") is deemed acceptance of these Terms and Conditions. This Promotion is not valid in conjunction with any other offer or promotion involving Panasonic products.
  2. The Promotion begins on 11/07/2011 and ends at 11.59pm AEST on 22/08/2011 ("Promotion Period").
  3. This Promotion is open to all Australian residents aged 18 years and over. Employees and directors of the Promoter, the Promoter's related companies or any agencies involved in this Promotion, and the immediate families of each of those persons are ineligible to participate in this Promotion.
  4. To enter, eligible individuals must, during the Promotion Period visit the Rate & Review landing page located at (**www.panasonic.com.au**) and follow the prompts to write their Panasonic product review. To do this, individuals must input the requested details including their full name, email address and contact phone number and then submit the fully completed product review. Product reviews will go directly to the BazaarVoice moderation team where they will be reviewed within seventy two (72) hours. For every one (1) product review that passes moderation and is published online, an individual will receive one (1) entry into the draw.
  5. Multiple entries are permitted, subject to each entry being submitted separately and in accordance with entry requirements.
  6. Incomplete or indecipherable entries will be deemed invalid.
  7. The draw will take place at Handling Matters Pty Ltd, 1/3 Green Street Brookvale NSW 2010 on 24/08/2011 at 3pm AEST. Winners will be notified in writing within two (2) days of the draw and their names will be published online at **www.panasonic.com.au** on 31/08/2011.
  8. The first fifty (50) entries drawn from all entries received will win a Wii Pack. Pack consists of:
    - Wii Console + one (1) controller
    - Wii sports game
    - Avatar game
    - Mario Kart + wheel
- Wii Pack is valued at RRP\$220.00.
9. Prize is not transferable or exchangeable and cannot be taken as or redeemed for cash.
  10. The Promoter's decision is final on all matters in this Promotion and no correspondence will be entered into.
  11. Any cost associated with accessing the promotional website is the claimant's responsibility and is dependent on the Internet service provider used. The use of any automated entry

software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.

12. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of the equal value and/or specification, subject to any written directions from a regulatory authority.
13. When an entrant submits any materials via the promotion including comments, recordings and images ("**Content**"), the entrant, unless the Promoter advises otherwise, licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display such Content for any purpose in any media, without compensation, restriction on use, attribution or liability. Entrants agree not to assert any moral rights in relation to such use and warrant that they have the full authority to grant these rights.

Entrants agree that they are fully responsible for the Content they submit. The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove any Content without notice for any reason whatsoever. Entrants warrant and agree that: (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication; (b) they will obtain prior consent from any person or property that appears in their Content; (c) they will obtain full prior consent from any person who has jointly created or has any rights in the Content, to the uses and terms herein; (d) their Content shall not contain viruses or cause injury or harm to any person or entity; and (e) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.

14. Total prize pool value is up to RRP\$11,000.
15. A draw for any unclaimed prizes may take place on 24/11/2011 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winner, if any, will be notified in writing within two (2) days of the draw and the winner's name will be published online at [www.panasonic.com.au](http://www.panasonic.com.au) on 01/12/2011.
16. The Promoter reserves the right, at any time, to verify the validity of entries and the entrant's details (including the entrant's identity and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry redemption process. Errors and omissions will be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
17. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
18. Any incomplete or indecipherable submission of an entry will be deemed invalid. The Promoter is not responsible for any problems or technical malfunction of any equipment, software or any injury or damage to a claimant's or other person's computer relating to or resulting from participation in or downloading of materials in relation to this Promotion.

19. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
20. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, 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.
21. 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 The Prize.
22. The Promoter shall not be responsible for any delays caused as a result of inbound transportation, disruptions (including but not limited to strikes, weather, postage delays etc) which are caused by events, which are beyond the control of the Promoter and/or the supplier of The Prize.
23. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including, but not limited to, prize suppliers and as required, to Australian regulatory authorities. Entry is conditional on providing this information. If the entrant opts-in at the time of entry, the Promoter may, for an indefinite period unless otherwise advised, use the information for promotional, marketing and publicity purposes including sending electronic messages or telephoning the entrant. Entrants should direct any request to access, update or correct information to the Promoter's Privacy Officer. All entries become the property of the Promoter. The Promoter's privacy policy can be accessed at [www.panasonic.com.au](http://www.panasonic.com.au).
24. The Promoter is Panasonic Australia Pty. Limited (ABN 83 001 592 187) of 1 Innovation Road, Macquarie Park NSW 2113. . All customer service queries should be directed to: Telephone 132 600.

NSW Permit No. LTPS/11/5768 VIC Permit No. 11/1329 ACT Permit No. TP11/2575

SA Permit No. T11/1306