ONE HIT WONDER EVENT PTY LTD

FULL TERMS & CONDITIONS

THE ONE HIT WONDER EVENT PTY LTD (ABN 87143541039) Terms and Conditions comprise of two components; 'Audition and Finalist' Terms and Conditions, and the 'Voter Prize' Terms and Conditions.

- AUDITION AND FINALIST TERMS AND CONDITIONS
- VOTER PRIZE TERMS AND CONDITIONS

AUDITION AND FINALIST TERMS AND CONDITIONS

1. ELIGIBILITY

By participating in the ONE HIT WONDER EVENT PTY LTD, each Competitor ("Event Competitor") agrees to be bound by these Official Rules (the "Event Rules"), which are final and binding in all respects.

1.1 To be eligible to Audition for THE ONE HIT WONDER EVENT PTY LTD, Event Competitors must correctly submit high quality video footage to auditions@onehitwonderevent.com via THE ONE HIT WONDER EVENT PTY LTD website www.onehitwonderevent.com.

1.2 Event Competitors must submit their Audition within the Audition Phase Duration; 12th of June 2011 – 20th August 2011.

1.3 View instructions for how to enter, including footage upload instructions www.onehitwonderevent.com/audition.

1.4 Event Competitors agree that THE ONE HIT WONDER EVENT PTY LTD and its major sponsor TOYOTA MOTOR CORPORATION AUSTRALIA LIMITED ('TOYOTA'), has Owners Rights ("Owners Rights") to the Audition footage, including the right to alter, change, modify, edit, repackage, and redistribute the submitted footage in any media, by its Sponsors and without compensation of any kind and without notice, or approval.

1.5 Event Competitors grant THE ONE HIT WONDER EVENT PTY LTD and its major sponsors the perpetual, on-going right to use Event Competitor's name, age, town and Audition footage for the purpose of identifying the Event Competitor, and for promotional activities.

1.6 Event Competitors grant THE ONE HIT WONDER EVENT PTY the rights to use all footage/interviews/images acquired by THE ONE HIT WONDER EVENT PTY camera crew, and this media is owned by THE ONE HIT WONDER EVENT PTY LTD and may be altered, changed, modified, edited, repackaged, and distributed and broadcast to unlimited media sites.

1.7 Employees and Directors of THE ONE HIT WONDER EVENT PTY LTD, and its Sponsors ("SPONSORS"); TOYOTA MOTOR CORPORATION AUSTRALIA LIMITED ('TOYOTA'), THREDBO, PHOENIX HOTEL, VON ZIPPER, GE CAMERAS, SALOMON (and their immediate families—

children, spouse, parents, siblings—and those living in their same households whether or not related) are not eligible to participate in the ONE HIT WONDER EVENT PTY LTD.

1.8 Finalists must be available from Tuesday 6 September 2011 to Saturday 11 September 2011 to compete/filming on the jump feature at Thredbo, attend the wrap after party on the eve of the 11 September, as well as being available for interviews/media commitments.

2. COMPETITION PERIOD:

2.1 THE ONE HIT WONDER EVENT PTY LTD has two phases to its competition. This includes the following:

2.1.1 Audition Phase ("AUDITION PHASE") refers to the period where the Event Competitor is required to submit an Audition ("AUDITION")

2.1.1.1 View 'AUDITION PHASE' entry instructions here www.onehitwonderevent.com/audition.

2.1.1.2 The 'AUDITION PHASE' beings at 0800 AEST on 12th June 2011, and ends 1700 AEST on Saturday 20th August 2011.

2.1.2 Finalists Jump Phase ("FINALISTS JUMP PHASE") refers to the period where selected finalists from the Audition Phase progress and are chosen to compete in a live jump event, held at THREDBO.

2.1.2.1 The Finalists Jump Phase beings from 0800 Tuesday 6th September 2011 to 1700 AEST Saturday 11 September 2010.

3. PROCESSING

3.1 All Audition Entries will be reviewed by THE ONE HIT WONDER judging panel on 21st August 2011.

3.2 The judge's decision in selecting the finalists is final and is not negotiable.

3.3 Finalists selected from the Audition Phase will be notified by email on 25th August 2011.

3.4 There is one Overall Winner ("OVERALL WINNER"), as well as one Riders Choice Winner ("RIDERS CHOICE WINNER").

3.5 The one Overall Winner of THE ONE HIT WONDER EVENT PTY LTD will be selected by the public, via voting through THE ONE HIT WONDER EVENT PTY LTD website.

3.5.1 Voting will commence on 13th September 2011 and end at 1700 AEST Friday 10th October 2010.

3.5.2 The overall decision of the Overall Winners is final and is not negotiable.

3.5.3 Winners will be notified by email and phone on 2nd October 2011.

3.6 There is also one Riders Choice Winner, selected by the riders themselves (called the 'Riders Choice' winner).

3.6.1 Voting will take place on Saturday 11th September immediately after the conclusion of jumping.

3.6.2 The overall decision of the Riders Choice winners is final and is not negotiable.

3.6.3 Riders Choice Winners will be publicly announced at the official after party on the eve of Saturday the 11th September 2010.

3.7 All winners of THE ONE HIT WONDER EVENT PTY LTD will be solely responsible for any and all applicable taxes associated with the relevant prize.

4. **DETAILS OF PRIZE;**

4.1 The Overall Winner will receive the following:

4.1.1 One overall Ski winner will be awarded $10 000 AUD

4.2 The One Riders Choice winner will receive the following:

4.2.1 One Ski rider choice winner will be awarded a NIXON watch valued at $599.95 RRP

4.3 The Winner will be awarded a cheque for the prize amount in Australian Dollars (AUD) within two weeks after the close of voting.

5. **LIABILITY:**

5.1 THE ONE HIT WONDER EVENT PTY LTD and its Sponsors accept no responsibility at any stage of the competition, for any damage, disappointment, loss (including but not limited to indirect or consequential loss), liabilities, injury or death arising from or related to participation in the 'AUDITION PHASE' or the 'FINALISTS JUMP PHASE', or in relation to prizes awarded (including without limitation to that caused by any person's negligence) except for any liability which cannot be excluded by law (in which case liability is limited to the minimum amount allowable by law).

5.2 THE ONE HIT WONDER EVENT PTY LTD and its Sponsors shall not be responsible for any failure to comply with these Terms and Conditions, where such failure is due to events outside THE ONE HIT WONDER EVENT PTY LTD 's reasonable control. Such events shall include, but are not limited to any:

5.2.1 technical malfunction of any telephone network or lines, computer on-line systems, computer equipment, software, technical problems or traffic congestion on the Internet or at any web site, or any combination thereof, including any injury or damage to participants or any other person's computer related to or resulting from participation in or down-loading any materials in this competition; or

5.2.2 act of God or public enemy, war, government act or regulation, fire, flood, labour strike, accident, or severe weather, or any other "force majeure" event.

If the competition is not capable of being conducted due to circumstances beyond THE ONE HIT WONDER EVENT PTY LTD's control, including due to any technical or communications problems, THE ONE HIT WONDER EVENT PTY LTD reserves the right to amend, suspend or cancel the competition subject to approval from any relevant authority.

6. OTHER

6.1 This is a closed filming set – only THE ONE HIT WONDER EVENT PTY LTD camera crew may film athletes and the jump feature unless written permission is given by THE ONE HIT WONDER EVENT PTY LTD.

‘VOTER PRIZE’ TERMS AND CONDITIONS

The promoter for the ‘Voter Prize’ is THE ONE HIT WONDER EVENT PTY LTD, ABN 87143541039.

1. **ELIGIBILITY**

   1.1 THE ONE HIT WONDER EVENT PTY LTD ‘VOTER PRIZE’ DRAW is sponsored by PHOENIX HOTEL, VON ZIPPER, GE CAMERAS, SALOMON and TOYOTA MOTOR CORPORATION AUSTRALIA LIMITED (TOYOTA).

   1.2 To be eligible to win the Voter Prize (“VOTER PRIZE”), Voters must submit a Vote Entry (“VOTE ENTRY”) for one of the Event Finalist Competitors. View instructions for Voting here www.onehitwonderevent.com/vote-win.

   1.3 The Voter Prize draw is open to persons of all ages. If the Voter is under the age of 18, Voters must have approval from their parent or legal guardian over the age of 18 years.

   1.4 There is only one winner for the ‘VOTER PRIZE’.

   1.5 Employees and Directors of THE ONE HIT WONDER EVENT PTY LTD, and its Sponsors; TOYOTA MOTOR CORPORATION AUSTRALIA LIMITED (‘TOYOTA’), THREDBO, PHOENIX HOTEL, VON ZIPPER, GE CAMERAS, and SALOMON (and their immediate families—children, spouse, parents, siblings—and those living in their same households whether or not related) are not eligible to participate in the Voter Prize Competition.

2. **DRAW PERIOD:**

   2.1 The Winner of the Voter Prize will be drawn on 0900 AEST **Monday 3rd October 2011** (the “VOTER PRIZE DRAW DATE”) at THE ONE HIT WONDER PTY LTD head office; Suite 1, 57 Rickard Road, North Narrabeen NSW 2101.

   2.2 There is only one winner for the Voter Prize and this is not negotiable.

   2.3 The Voter Prize winner will be notified by email and phone on the draw period.

   2.4 Details of the Voter Prize winner will be published on THE ONE HIT WONDER EVENT PTY LTD website: www.onehitwonderevent.com at 5pm AEST by 7/10/2011.

   2.5 The Voter Prize winner has three months from the draw date to claim the Voter Prize.

   2.6 If the Voter Prize is not claimed, a redraw will be made on 22/02/2012.

      2.6.1 The redraw will take place at the head office of THE ONE HIT WONDER PTY LTD; Suite 1, 57 Rickard Road, North Narrabeen NSW 2101 on 22/02/2012 and 9am AEST.

      2.6.2 The redraw winner Details of the Voter Prize will be published on THE ONE HIT WONDER EVENT PTY LTD website: www.onehitwonderevent.com on 25/02/2012 at 5pm AEST.

   2.7 All times noted for the Draw is Australian Eastern Standard Time.

3. TO ENTER:

3.1 To enter, the Voter should visit THE ONE HIT WONDER EVENT PTY LTD website and complete the Voter Form ("VOTER FORM"). View instructions on how to enter here www.onehitwonderevent.com/vote-win.

3.2 Voters must provide all mandatory information

3.3 Voter Entries received without the appropriate information will not be accepted.

3.4 Voter Entries must be received and recorded by THE ONE HIT WONDER EVENT PTY LTD during 20/09/2010 – 10/10/2010 ("VOTER PRIZE DRAW PERIOD").

3.5 All Vote Entries submitted to THE ONE HIT WONDER EVENT PTY LTD must comply with these terms and conditions.

3.6 A Voter may submit only one entry.

3.7 Voter Entries will not be acknowledged or returned by THE ONE HIT WONDER EVENT PTY LTD.

4. PROCESSING

4.1 The Voter Prize Winner will be drawn by random selection.

4.2 The Voter Prize Winner will be notified by email and phone on 7/10/2011 at 11am AEST.

4.3 The Voter Prize Winner may not substitute, assign, or transfer a prize or redeem a prize for cash.

4.4 THE ONE HIT WONDER EVENT PTY LTD and its Sponsors reserve the right to substitute an advertised prize with another prize of equal or greater value if advertised prize becomes unavailable. This is subject to the relevant State Authorities who licence this promotion.

4.5 The prizes presented in advertising material may not be an exact replica of actual prizes

4.6 The winner will be solely responsible for any and all applicable taxes associated with the relevant prize.

4.7 By submitting a Voter Entry, the Voter grants THE ONE HIT WONDER EVENT PTY LTD and its Sponsors the right to use the Voter's name, age and town, for the purpose of identifying the Voter as the winner, in any media, and without compensation of any kind and without notice, review, or approval.

5. DETAILS OF PRIZE PRODUCTS, APPROXIMATE RETAIL VALUE ("ARV") AND TERMS OF USE:

5.1 The Voter Prize is provided on behalf of THE ONE HIT WONDER EVENT PTY LTD 'VOTER PRIZE' Sponsors; PHOENIX HOTEL, VON ZIPPER, GE CAMERAS, and SALOMON.

5.2 There are two components to the Voter Prize and includes; 1 X 'Packaged Holiday to Japan', and 1 X 'Equipment Package'.

5.3 The total Voter Prize is valued at up to $10 000 AUD.

5.4 The 'Packaged Holiday to Japan' component is valued in excess of $5 000, and is provided by PHOENIX HOTEL. Prize details and conditions include the following:

5.4.1 Packaged holiday for two people to Hakuba, Japan.

5.4.2 Return economy airfares for two persons to Tokyo ex SYD, MELB, BNE, ADL or PER.

5.4.3 Accommodation for 7 X nights including breakfast (Twin share)

5.4.4 6 day All Mountain Lift lass X 2 people

5.4.5 Return airport transfers from Tokyo to the Phoenix Hotel, Hakuba ski resort X 2 people

5.4.6 Holiday support from PHOENIX HOTEL Office X 2 people

5.4.7 The holiday must be redeemed during the 2011/12 Northern Hemisphere season.

5.4.8 PHOENIX HOTEL reserve the right to choose the airline carrier depending on flight availability, routing and departure city. This is subject to the relevant State Authorities who licence this promotion.

5.4.9 PHOENIX HOTEL reserve the right to supplement accommodation to that of a similar standard depending on availability. This is subject to the relevant State Authorities who licence this promotion.

5.5 The 'Outwear and Equipment Package' component Approximate Retail Value (ARV) is $3 800, and is provided by SALOMON, VON ZIPPER, and GE CAMERAS.

5.5.1 1 X Skis, ski bindings and ski boots, or 1 X Snowboard, snowboard boots and snowboard bindings

5.5.2 SALOMON reserve the right to supply equipment and outerwear most suitable to the requirements of the VOTER PRIZE winner. This is subject to the relevant State Authorities who licence this promotion.

5.5.3 SALOMON reserve the right to substitute an advertised prize with another prize of equal or greater value if advertised prize becomes unavailable. This is subject to the relevant State Authorities who licence this promotion.

5.5.4 VON ZIPPER will provide 1 X goggle valued at $199.95 AUD.

5.5.5 GE CAMERAS will provide 1 X DV1 video camera valued at $199.95 AUD.

6. LIABILITY:

6.1 THE ONE HIT WONDER EVENT PTY LTD and its Voter Prize Sponsors accept no responsibility for any damage, disappointment, loss (including but not limited to indirect or consequential loss), liabilities, injury or death arising from or related to participation in the 'VOTER PRIZE Draw' or in relation to prizes awarded (including without limitation to that caused by any person's negligence) except for any liability which cannot be excluded by law (in which case

liability is limited to the minimum amount allowable by law).

6.2 THE ONE HIT WONDER EVENT PTY LTD and its Voter Prize Sponsors shall not be responsible for any failure to comply with these Terms and Conditions, where such failure is due to events outside THE ONE HIT WONDER EVENT PTY LTD's reasonable control. Such events shall include, but are not limited to any:

6.2.1 technical malfunction of any telephone network or lines, computer on-line systems, computer equipment, software, technical problems or traffic congestion on the Internet or at any web site, or any combination thereof, including any injury or damage to participants or any other person's computer related to or resulting from participation in or down-loading any materials in this competition; or

6.2.2 act of God or public enemy, war, government act or regulation, fire, flood, labour strike, accident, or severe weather, or any other "force majeure" event.

If the competition is not capable of being conducted due to circumstances beyond THE ONE HIT WONDER EVENT PTY LTD's control, including due to any technical or communications problems, THE ONE HIT WONDER EVENT PTY LTD reserves the right to amend, suspend or cancel the competition subject to approval from any relevant authority.

7. PRIVACY:

7.1 THE ONE HIT WONDER PTY LTD is bound by the National Privacy Principles contained in the Privacy Act (Cth) 1988. A copy of THE ONE HIT WONDER PTY LTD'S privacy policy can be viewed at www.onehitwonderevent.com/privacy. To request access to, or to update, personal information THE ONE HIT WONDER EVENT PTY LTD holds about them, entrants can contact the office of THE ONE HIT WONDER EVENT PTY LTD (an administrative fee may be imposed to access personal information)."

8. PERMITS

8.1 THE ONE HIT WONDER PTY LTD has acquired all relevant State based permits for the VOTER PRIZE component of THE ONE HIT WONDER PTY LTD event.

8.2 Permit numbers are as follows:

8.2.1 NSW permit number: LTPS/10/05968

8.2.2 ACT permit number: TP 10/03155.1

8.2.3 VIC permit number: 10/2629

8.2.4 WA permit number: Not required

8.2.5 QLD permit number: Not required

8.2.6 SA permit number: T10/1734

8.2.7 NT permit number: Not required

8.2.8 TAS permit number: Not required