



TERMS & CONDITIONS

1. Design Submission Legal Terms & Conditions

By selecting "I Agree" below and in consideration of TGV evaluating your Design (hereinafter the "Design") for its possible use on clothing and wall graphics (the "Items"), you agree to the following terms and conditions ("Design Submission Terms and Conditions"):

If your Design is selected for use by TGV, you acknowledge that you assign to Ipoh Management Services Pty Ltd and its subsidiaries and affiliates (hereinafter collectively "TGV") the entire right, title, and interest in and to the copyright in your Design including the right to sue for past infringement and the right to further sublicense the Design, for its sole and exclusive use on and in connection with the Items. You also acknowledge that you waive all "moral" rights that you may have in and to your Design.

If your Design is selected, TGV may use your Design in any manner on or in connection with the Items, including but not limited to: reproducing the Design on the Items, selling Items bearing the Design, changing or reworking the Design by making color or size changes, making derivative works of the Design, using the Design on the TGV.com.au website and on promotional material for TGV. You agree to provide TGV with minimal information as may be required in order to register the copyright in the Design if TGV so requests, at no cost.

You may use or continue to use the Design for any other purposes, except those described below.

If your Design is selected, you may not use the Design (or derivatives of the Design) or allow others to use the Design (or derivatives of the Design) on any Items, as described above. In addition, by submitting your Design, you may not reproduce, sell, or submit the Design to others for any commercial purpose for ninety (90) days after the date of submission while the Design is being evaluated by TGV. Once the ninety (90) days have passed, if your Design is not chosen for print by TGV, you are free to use the Design for any commercial or non-commercial purpose. However if your Design is used elsewhere, you must notify TGV by email sally_austin@ipoh.com.au about where and when the Design will be used, so that it can be removed from the TGV.com.au website at that time. In addition, if the Design is used or reproduced for commercial purposes elsewhere, you cannot use the TGV blogs to promote the Design or the company using the Design. You further agree not to use the TGV blogs to promote the products and services of any company that operates in competition with TGV.com.au. TGV reserves the right to choose your design after the (90) days have passed, on the condition that the design has not been used for commercial purposes on any Items, as described above.

You acknowledge that the Design you are assigning to TGV.com.au is your own original work, has not been previously published, and does not contain any trademarks, logos, copyrighted material, or any other intellectual property belonging to any third party, or any material, which TGV in its sole discretion, deems to be profane or offensive.

You acknowledge that TGV.com.au reserves the right to decline to select a Design for consideration for any reason.

Participants, who in the opinion of TGV, do not comply with these Design Submission Legal Terms and Conditions, or for any other reason at TGV's sole discretion, can at any time be excluded from consideration without notice.

The People's Choice Awards prizes are valued at a total of \$1,400.00. The first, second and third People's Choice Awards winners will be determined by voting that takes place on the website. The design that receives the most number of votes will be the first prize winner, the second highest number of votes will be second and the third highest number of votes will be third. The first prize winner will receive an exclusive design book pack from Books Kinokuniya valued at \$300, \$650 gift pack from Stefan hairdressing and a \$150 meal voucher from The ArtHouse Hotel. The second prize winner will receive a \$200 gift voucher from Dangerfield. The second prize winner will receive a \$100 gift voucher from Dangerfield.

The overall winner will be judged by a panel of three independent judges. The winner will have their chosen design printed on 1,000 t-shirts by TGV. These t-shirts will be given away as a gift with purchase in a promotion to be held by TGV in August 2008. The winner agrees to have their design reproduced in this way and for the design to be used on all TGV advertising, PR, point of sale and in any other channel they see fit to promote the competition. The winner will also receive a day in the studio of either Blend 34 Creative Services design and website studio, or digArt Graphics, an illustration house, on a date agreed mutually convenient for all parties.

The decisions of TGV are final and binding.





TERMS OF USE

1. Your Acceptance

Ipoh Management Services Pty Ltd and its subsidiaries and affiliates (collectively "TGV") provides service to you subject to the following Terms of Use, which may be updated by us from time to time without notice to you. These Terms of Use constitute a binding agreement between TGV and you governing your use of the Website. By using and/or visiting the TGV Website or any other Websites owned by TGV (collectively the "Website"), you signify your assent to both these Terms of Use and the TGV Privacy Policy, which is specifically incorporated into the TGV Terms of Use. You are only authorised only to use the Website if you agree to abide by all applicable laws and to these Terms of Use. Please read these Terms of Use carefully. If you do not agree to these Terms of Use, please do not use the Website.

2. Website Access

TGV hereby grants you permission to use the Website as set forth in these Terms of Use, provided that: (i) your use of the Website as permitted is solely for your personal, non-commercial use; (ii) you will not copy or distribute any part of the Website in any medium without TGV's prior written authorisation; (iii) you will not alter or modify any part of the Website other than as may be reasonably necessary to use the Website for its intended purpose; and (iv) you will otherwise comply with the terms and conditions of these Terms of Use.

In order to access some features of the Website, you will have to create an account. You are not allowed to use another user's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You may change your password at any time by updating your Account Profile page. In addition, you agree to immediately notify TGV of any unauthorised use of your password or account or any other breach of security. TGV cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 2.

By registering with TGV, you represent that you are of legal age to form a binding contract and are not a person barred by any laws from using the TGV Website. You agree to provide true, accurate, current and complete information about yourself in all required fields of the registration form. If any of your information changes, you agree to update your registration information as soon as possible. If TGV suspects that your registration information is not complete, current, or accurate, or that you have otherwise violated these Terms of Use, your account may be subject to suspension or termination, and you may be barred from using the TGV Website.

You agree not to use or launch any automated system, including without limitation, "robots," "spiders," or similar technological devices or programs, that access the Website in a manner that sends more request messages to the TGV servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, TGV grants the operators of public search engines permission to use spiders to copy materials from the Website for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. TGV reserves the right to revoke these exceptions either generally or in specific cases, in its sole discretion.

You agree not to collect or use any personally identifiable information ("Personal Information") including without limitation account names, email addresses, or other User Submissions (as defined below), from the Website, nor use the communication systems provided by the Website for any commercial solicitation purposes, including without limitation to solicit, for commercial purposes, any users of the Website.

3. The TGV Website

These Terms of Use apply to all users of the Website, including users who contribute information, ideas, and other materials or services on the Website. The Website may contain links to third party websites that are not owned or controlled by TGV. TGV has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. By using the Website, you specifically release TGV from any and all liability arising from your use of any third-party website.





TERMS OF USE

4. Intellectual Property Rights

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5. User Submissions

The interactive nature of postings on TGV makes it impossible for us to assume responsibility for any of the materials posted by users. The ideas, suggestions, opinions, comments, and observations made by TGV users, and any text, data, photographs, video, music, sound, chat, messages, files or other material provided to us by users (all of which are referred to as “User Submissions”) are not endorsed by TGV, and we make no guarantee regarding the reliability, accuracy, or quality of any User Submission that is posted on the Website. You acknowledge that you will evaluate and bear any risks related to your use of any User Submission, including any reliance on the accuracy, completeness, or usefulness of such User Submission. All User Submissions posted to the Website are the sole responsibility of the person who originally posted the User Submission, and your sole recourse for any damage you may suffer as a result of User Submissions shall be to such individual.

You shall be solely responsible for your own User Submission and the consequences of posting or publishing them. You retain all of your ownership rights in your User Submissions. However, by submitting the User Submissions to TGV, you hereby grant TGV a worldwide, non-exclusive, royalty-free, sublicenseable, and transferable right and license to use, reproduce, distribute, prepare derivative works of, display, and perform the User Submissions in connection with the Website and TGV’s (and its successor’s) business, including without limitation for promoting and redistributing part or all of the Website (and derivative works thereof) in any media now known or hereafter developed. The foregoing license granted by you terminates once you remove or delete a User Submission from the Website.

If you choose to post User Submissions on TGV Web pages, we require that you adhere to generally accepted rules of etiquette and standards of behaviour, and that your use of TGV reflects your respect for the legal rights of users connected with TGV. You understand that TGV does not guarantee any confidentiality with respect to any User Submission.

TGV expressly disclaims any and all liability in connection with User Submissions. TGV reserves the right to remove Content and User Submissions in its sole discretion and without prior notice. TGV also reserves the right to terminate a user’s access to the Website at any time in its sole discretion and without prior notice.





TERMS OF USE

8. Copyright Infringement

The following rules of con TGV respects the intellectual property of others, and we ask our users to do the same. Thus, in your use of and interactions with TGV and the Website, you may not post, modify, distribute, or reproduce in any way any User Submission that is copyrighted material belonging to others, without obtaining their prior written consent. This specifically includes the submission of a Design. TGV reserves the right, in its discretion, to remove any User Submission if we believe it may infringe the copyright rights of others, and/or to terminate the accounts of users who we believe to be infringers.

If you believe that your work has been copied or posted on the Website in a way that constitutes copyright infringement, please contact TGV at the postal address below:

1. A physical or electronic signature of a person authorised to act on behalf of the owner of an exclusive right that is allegedly infringed.
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material. Providing URLs in the body of an email is the best way to help us locate content quickly.
4. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorised by the copyright owner, its agent, or the law.
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorised to act on behalf of the owner of an exclusive right that is allegedly infringed.

Such written notice should be sent to:

TGV Centre Management
PO Box Q292
QVB Post Shop
Sydney NSW 1230
Email: admin@tgvpromotions.com.au

9. Modifications to the Website

TGV reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Website (or any part thereof) with or without notice. TGV shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Website.

10. Termination

TGV may, under certain circumstances and without prior notice, immediately terminate your TGV account and access to the Website and any other TGV services. Cause for such termination shall include, but not be limited to: (a) breaches or violations of the Terms of Use other incorporated agreements or guidelines; (b) requests by law enforcement or other government agencies; (c) a request by you (self-initiated account deletions); (d) discontinuance or material modification to the Website (or any part thereof); (e) unexpected technical or security issues or problems; (f) extended periods of inactivity; (g) engagement by you in fraudulent or illegal activities; and/or (h) non-payment of any fees owed by you in connection with the Website or any other TGV product. Termination of your TGV account includes: (a) removal of access to all pages within the Website; (b) deletion of your password and all related information, files and materials, including User Submissions associated with or inside your account (or any part thereof); and (c) barring of further use of the Website. Further, you agree that all terminations for cause shall be made in TGV' sole discretion and that TGV shall not be liable to you or any third party for any termination of your account, any associated email address, or access to the Website.





TERMS OF USE

11. Warranty Disclaimer

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12. Limitation of Liability

IN NO EVENT SHALL TGV, OR ANY PARENT, SUBSIDIARY, AFFILIATE, DIRECTOR, OFFICER, EMPLOYEE, LICENSOR, DISTRIBUTOR, SUPPLIER, AGENT, RESELLER, OWNER, OR OPERATOR OF TGV, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT TGV SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR FOR ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

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TERMS OF USE

13. Indemnity

You agree to defend, indemnify and hold harmless TGV, and any parent, subsidiary, affiliate, director, officer, employee, licensor, distributor, supplier, agent, reseller, owner, or operator of TGV, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Website; (ii) your violation of any term of these Terms of Use; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that one of your User Submissions caused damage to a third party. This defense and indemnification obligation will survive these Terms of Use and your use of the Website.

14. Ability to Accept Terms of Use

You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use, and to abide by and comply with these Terms of Use.

15. Assignment

These Terms of Use, and any rights and licenses granted hereunder, may not be assigned, transferred, delegated, and sublicensed by you, but may be assigned, transferred, delegated, and sublicensed by TGV without restriction.

16. Copyright Notice

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17. Trademarks

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18. General

If any provision of these Terms of Use is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any term of these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and TGV's failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision. TGV reserves the right to amend these Terms of Use at any time in its sole discretion and without prior notice, which shall take effect upon posting to the Website. It is your responsibility to review these Terms of Use for any changes. Your use of the Website following any amendment of these Terms of Use will signify your assent to and acceptance of its revised terms. You agree that any cause of action arising out of or related to the Website must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

19. Violations of These Terms of Use

Please report any violations of the Terms of Use, including objectionable User Submissions or behaviour, to TGV. Please state the reasons for your concern and provide a link to the User Content or, if appropriate, the behaviour in question. Upon receiving such a report of a possible violation, TGV in its sole discretion may investigate the matter and take such action as TGV determines to be appropriate.

20. Updates to Terms of Use

Terms of Use updated 2 June 2008.

