

**ALLURE MEDIA**  
**KOTAKU.COM.AU PROTOTYPE COMPETITION**  
**TERMS & CONDITIONS (Game of skill)**

1. Information on how to enter and prizes forms part of these Conditions of Entry.
2. Entry is open to all Australian residents who visit [www.kotaku.com.au](http://www.kotaku.com.au) during the promotional period. Employees and their immediate families of the Promoter and its agencies associated with this promotion are ineligible.
3. The Promoter reserves the right to verify the validity of entries and to disqualify any entrant who tampers with the entry process or who submits an entry that is not in accordance with these Conditions of Entry.
4. No responsibility accepted for late, lost or misdirected entries.
5. The promotion commences 12pm AEST on May 25, 2009 and closes at 12am AEST on May 29, 2009 ("the Promotional Period"). All entries must be received by 12am AEST on each competition day, to be eligible for that day's prize. Final day entries must be received by 12am AEST on May 29, 2009. The promoter may in its absolute discretion end the promotion prior to the conclusion date.
6. The judging will be by way of a daily draw, commencing at 9am AEST on May 26, 2009 and closing at 9am AEST on June 1st. Judging will take place at the Allure Media office, 401/177-185 William St, Darlinghurst NSW 2010.
7. Only entries completed submitted using the comments form at [www.kotaku.com.au](http://www.kotaku.com.au) will be accepted. Judges' decision is final and no correspondence will be entered into. This is a game of skill and chance plays no part in determining the winner. Each entry will be individually judged based on literary and creative merit. The winner will be notified by mail and/or email and/or phone.
8. To enter, entrants must post a comment relating to a specific entry on [www.kotaku.com.au](http://www.kotaku.com.au), along with a valid email address.
9. The best entries, as determined by the Judges, will win a prize. This is a game of skill and chance plays no part in determining the prize winners.
10. The prizes are 5x Prototype game on Xbox 360 and 5x Prototype game on PlayStation 3, each game to the value of \$109.95 [Total Prize Pool \$A1,099.50].
11. The winner of the prize will be contacted via phone and/or email and/or mail in order to arrange delivery. If the winner cannot be contacted within three months of the close of the competition, then the winner will have forfeited the prize. Delivery is only available to physical addresses i.e. no post office boxes. If the prize cannot be delivered to the specified delivery address, then the winner of the prize is responsible for any additional delivery charges.
12. The prize is not transferable or exchangeable and cannot be taken as cash. No responsibility is accepted for any variation in the value of the prize.

13. In the event the prize is not available, the Promoter reserves the right to substitute the prize in its discretion to the same and equal recommended retail value.
14. The Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) of for personal injury which is suffered or sustained, as a result of taking the prize, except for any liability which cannot be excluded by law. Certain legislation may imply warranties or conditions which cannot be excluded, restricted or modified except to a limited extent. These terms and conditions must be read subject to those statutory conditions. If those statutory provisions apply, The Promoter limits its liability in respect of any claim under those provisions to, at the Promoter's option: (i) the replacement of the goods or the supply of equivalent goods; (ii) the repair of the goods; (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or (iv) the payment of having the goods repaired.
15. The Promoter accepts no responsibility for any tax implications that may arise from taking the prize. Independent financial advice should be sought.
16. The Promoter collects entrants' personal information in order to conduct the promotion. If the information requested is not provided, the entrant may not participate in the promotion. By entering the promotion, unless otherwise advised, each entrant also agrees that the Promoter may use this information, in any media for future promotional, marketing and publicity purposes without any further reference, payment or other compensation to the entrant, including sending the entrant electronic messages. Entrants' personal information may be disclosed to State and Territory lottery departments and winners' names published as required under the relevant lottery legislation. A request to access, update or correct any information should be directed to the Promoter at their address set out below.
17. In the event of war, terrorism, state of emergency, disaster or (without limitation) any other event outside our reasonable control, the Promoter is entitled to cancel, terminate, modify or suspend the competition.
18. The Promoter is Allure Media Pty Ltd, 401/177-185 William St, Darlinghurst NSW 2010. ABN 48 122 263 352.