

Deed of Release

In consideration of being offered the prize as specified in Item 1 of Schedule 1 (“the Prize”) in the promotion specified in Item 2 of Schedule 1 (“the Promotion”) conducted by the promoter as specified in Item 3 of Schedule 1 (the Promoter”), the recipient as specified in Item 4 of Schedule 1 (“the Recipient”) hereby warrants, represents, acknowledges and agrees to the terms of this Deed:

1. This terms and conditions of this Deed are at all times subject to the Recipient’s legal rights under the *Trade Practices Act 1974* and nothing herein shall be construed as attempting to exclude or diminish any such rights.
2. As a condition of accepting the Prize in the Promotion, the Recipient acknowledges and agrees that:
 - a) the Prize is inherently dangerous and may result in injury to, or death of, the Recipient and the Recipient participates in the Prize at his/her own risk; and
 - b) the Promoter, and organisers of the Prize, including without limitation to Granted Worldwide Pty Ltd or their respective servants, officials, employees, representatives or agents (hereinafter collectively referred to as “the Organisers”) shall not be held liable for the Recipient’s death or bodily injury, or any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) by the Recipient as a result of the Recipient’s participation in or use of the Prize.
3. The Recipient releases from, and indemnifies, the Organisers against all liability, cost, loss or expense arising out of the Recipient’s acceptance of the Prize or participation in the Promotion including (but not limited to) loss of income, personal injury and damage to property and whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise.
4. The Recipient undertakes to not engage in any illegal or unsafe behaviour (as determined by the Promoter in its sole discretion) whilst participating in the Prize and the Promoter reserves the right, in its absolute discretion, to withdraw the remaining components of the Prize in such a case. The Recipient agrees to comply with all applicable health and safety directions and requirements, at all times before, during and after taking the Prize, and further to undergo any applicable medical tests and/or training requirements, as specified by the relevant prize supplier. The Promoter reserves the right to refuse to allow the Recipient to take part in any or all aspects of the Prize, if the Promoter determines, in its absolute discretion, that the Recipient is not in the mental or physical condition necessary to be able to safely participate in the Prize.

5. A decision of the Promoter in relation to the conduct of the Promotion is binding and conclusive and may not be challenged on any grounds, including without limitation, the grounds that the Promoter failed to act reasonably, fairly, in good faith or otherwise in accordance with the principles of procedural fairness. The Promoter's decision will remain binding and conclusive notwithstanding that it can be demonstrated that the Promoter made a decision that was wrong, based on a factual error or an irrelevant or irrational consideration.
6. The Promoter accepts no responsibility for any loss incurred by a Recipient in the event that a scheduled Prize is cancelled for any reason beyond the control of the Promoter, including but not limited to any instance where the relevant prize supplier deems that conditions are too dangerous to proceed or continue with the Prize. In this event, the Recipient acknowledges and agrees that the Prize will not be re-scheduled, nor will the Recipient be entitled to receive any compensation from the Promoter in lieu of the Prize (unless otherwise determined by the Promoter in its absolute discretion).
7. The Recipient agrees that the Organisers shall not be responsible for any cancellations, delays, diversions changes resulting from any act or omission whatsoever, by the Recipient or any companion or resulting from any act or omission by any governmental authority with respect to the recipient or their companion(s) and that the Organisers shall have no responsibility to make alternative arrangements.
8. The Recipient agrees that the Organisers shall not be responsible for any cancellations, delays, diversions, substitutions, or any act or omission whatsoever, by performers or events included in the Prize, if any, or by any air carriers or other transportation companies, hotels or other persons providing any travel or event related services or accommodation to passengers, including any changes in services or accommodation necessitated by the same.
9. By accepting the Prize, the Recipient agrees to participate and co-operate as required in all editorial activities relating to the Prize, including but not limited to being interviewed, photographed, filmed and/or chaperoned throughout the duration of the Prize.
10. In consideration for the Promoter awarding the Prize to the Recipient, the Recipient hereby assigns to the Promoter all right, title and interest in and to all copyright in any material created pursuant to the Recipient's participation in any aspect of the Prize (**Works**). The Recipient acknowledges that the Promoter is free to use the Works and to exercise its rights in relation thereto and the Recipient will not be entitled to any fee for such use.
11. In consideration for the Promoter awarding the Prize to the Recipient, the Recipient hereby permits the Recipient's image and/or voice, as recorded, photographed or filmed during the Recipient's participation in the Prize, in

any media whatsoever throughout the world and the Recipient will not be entitled to any fee for such use.

12. The Recipient acknowledges and warrants that the Recipient is an eligible Recipient under the terms and conditions of the Promotion and has not made any false statements or given any false information to the Promoter. The Recipient agrees that the Recipient must forfeit the Prize (and return it if it is already in the Recipient's possession) if the Recipient is subsequently discovered to have been ineligible under the terms and conditions or to have made a false statement or given false information.
13. The Recipient acknowledges that the failure to complete all relevant information and return this Deed by the nominated date and address as specified in Item 5 in Schedule 1 may result in the Recipient's forfeiture of the Prize.
14. The Recipient hereby certifies and represents that they have read this Deed and fully understands the effect thereof, and is intending to be legally bound by the same.

**SIGNED SEALED AND DELIVERED
BY THE RECIPIENT**

Signature of Recipient:

Print name of Recipient:

Signature of Witness:

Print name of Witness:

Date of execution:

SCHEDULE 1

Item 1 – Prize Details:

WA Residents:

- 2 nights accommodation at Forest Rise Eco Retreat
- 3 days car hire
- Australian Gourmet Picnic Hamper

Item 2 – Promotion name:

Telstra's Seven Wonders of Australia Promotion

Item 3 – Promoter's details:

Telstra Corporation Limited
525 Collins Street, Melbourne, VIC 3000
ABN 33 051 775 556

Item 4 - Recipient's details:

Full Name:

Address:

Age:

Item 5 – Deed to be Returned By:

Date: within 5 days of receipt

Address: Granted Worldwide
Attn: Alex Badarau
Email: telstrawinners@grantedworldwide.com.au
Fax: 02 9080 1777