

**ALLURE MEDIA**  
**KOTAKUCOM.AU KOTAKU TRIALS FUSION COMPETITION**  
**TERMS & CONDITIONS (Game of skill)**

This competition is organized by the Promoter and the Promoter is responsible for all aspects of the conduct of this competition. Ubisoft is merely a sponsor of the prizes (i.e. 1x daily Trials Fusion Game Code), and other than the provision of the prizes Ubisoft is not responsible for any other aspect of this competition.

1. Information on how to enter and prizes forms part of these Conditions of Entry.
2. Entry is open to all Australian residents aged over 18 years who visit the daily competition post on [kotaku.com.au](http://kotaku.com.au), race the daily specified Trials Fusion track, and post a link to a photo/screenshot of their score in that post's comments during the promotional period.
3. Employees and their immediate families of the Promoter, Ubisoft and agencies associated with this promotion are ineligible.
4. 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.
5. No responsibility accepted for late, lost or misdirected entries.
6. Round 1 of the competition commences at 6:01PM AEST on Monday 28 April 2014, Round 2 of the competition commences at 6:01PM AEST Tuesday 29 April 2014, Round 3 of the competition commences at 6:01PM AEST Wednesday 30 April 2014, Round 4 of the competition commences at 6:01PM AEST Thursday 1 May 2014 and Round 5 of the competition commences at 6:01PM AEST Friday 2 May 2014 ("the Promotional Period"). The Promoter may in its absolute discretion end the promotion prior to the conclusion date.
7. Round 1 entries close at 3pm AEST on Tuesday 29 April 2014 and judging will commence at 3:01pm AEST on Tuesday 29 April 2014. Round 2 entries close at 3pm AEST on Wednesday 30 April 2014 and judging will commence at 3:01pm AEST on Wednesday 30 April 2014. Round 3 entries close at 3pm AEST on Thursday 1 May 2014 and judging will commence at 3:01pm AEST on Thursday 1 May 2014. Round 4 entries close at 3pm AEST on Friday 2 April 2014 and judging will commence at 3:01pm AEST on Friday 2 April 2014. Round 5 entries close at 3pm AEST on Saturday 3 April 2014 and judging will commence at 3:01pm AEST on Saturday 3 April 2014.
8. Judging will take place at the Allure Media offices, 71 Macquarie Street, Sydney, 2000. Judges will be comprised of Kotaku Australia's editorial team.
9. Only entrants that who visit the daily competition post on [kotaku.com.au](http://kotaku.com.au), race the daily specified Trials Fusion track, and post a link to a photo/screenshot of their score in that post's comments during the promotional period will be accepted. Judges decision is final and no correspondence will be entered into.
10. 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.
11. For each round (day), 1x winning score, as determined by the judges, will win a code for Trials Fusion on either Xbox One or PlayStation 4, valued at \$59.95.
12. Total prize pool: \$299.75

13. The winner will be notified by email and/or phone 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 a prize cannot be delivered to the specified delivery address, then the winner of the prize is responsible for any additional delivery charges.

14. The prize/s are not transferable or exchangeable and cannot be taken as cash.

No responsibility is accepted for any variation in the value of a prize.

15. In the event a prize is not available, the Promoter reserves the right to substitute the prize in its discretion to the same and equal recommended retail value.

16. The Promoter and Intel 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.

17. The Promoter accepts no responsibility for any tax implications that may arise from taking the prize. Independent financial advice should be sought.

18. 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.

19. 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.

20. The Promoter is Allure Media Pty Ltd, Level 4, 71 Macquarie St, Sydney NSW 2000. ABN 48 122 263 352.