

TO: The Prospect Shop Pty Ltd
DATE: 31 August 2010

IMPORTANT INFORMATION
<ul style="list-style-type: none"> Please find attached final Terms and Conditions for the promotion stated below
<ul style="list-style-type: none"> The timings of the draw and all other Terms and Conditions of the promotion must be strictly adhered to.
<ul style="list-style-type: none"> The permit numbers must be included in the Terms and Conditions.
<ul style="list-style-type: none"> All entrants must be properly advised/directed to the full Terms and Conditions.

NAME OF PROMOTION	2010 AUSTRALASIAN FUNDRAISING FORUM PROMOTION		
PROMOTER DETAILS	The Prospect Shop Pty Ltd ABN 17 099 003 291 357 Riley Street, Surry Hills NSW 2010 CONTACT NAME: Beau Loughhead PHONE: 02 9146 7820 EMAIL: beau@prospectshop.com.au		
START DATE OF PROMOTION	8:00AM (AEST) on 1/9/2010		
CLOSE DATE OF PROMOTION	3:00PM (AEST) on 2/9/2010		
DATE , TIME AND PLACE OF THE DRAW	3:15PM (AEST) on 2/9/2010 at The Australasian Fundraising Forum 2010, Dockside Convention Centre, Cockle Bay NSW 2000		
DRAW SUPERVISION	NOT REQUIRED		
DRAW INFORMATION	MANUAL		
PUBLICATION DETAILS	8/9/2010 on www.prospectshop.com.au		
PERMIT NUMBERS	<table border="1" style="width: 100%; text-align: center;"> <tbody> <tr> <td style="width: 50%;">NSW</td> <td style="width: 50%;">LTPS/10/08307</td> </tr> </tbody> </table>	NSW	LTPS/10/08307
NSW	LTPS/10/08307		

DRAW SUPERVISION – SCRUTINEERING REQUIREMENTS

NSW (WHERE PRIZE VALUE > \$10,000)	<p>An independent person is a person who is not otherwise concerned with the management, conduct or promotion of the lottery for which the permit is issued and is not a director, employee or otherwise employed by or under contract to the Promoter or an associated company or business.</p> <p>Within 21 days after the date of the draw, the independent person must complete the New South Wales Department of Gaming and Racing Scrutineers' Declaration and retain this for 3 months. We will prepare the Scrutineers' Declaration for you. Please advise if you would like us to arrange a scrutineer from our office.</p>
SA (WHERE PRIZE VALUE ≥ \$20,000)	<p>SA Office of the Liquor and Gambling Commissioner requires the scrutineer to be: a commissioner for taking affidavits in the Supreme Court, a justice of the peace, a notary public, a person authorised to take declarations under the Oaths Act 1936 or a person authorised by the Minister to be a scrutineer, e.g. a doctor, lawyer, dentist, nurse, optometrist, psychologist, pharmacist, veterinary surgeon.</p> <p>You must keep a record in writing of the name of the scrutineer and his/her relevant occupation.</p>

WINNER REPORTING REQUIREMENTS	ADVERTISING REQUIREMENTS
<p>PLEASE NOTE: YOU MUST PROVIDE OR FORWARD TO US TO PROVIDE SA GAMING WITH THE NAMES AND ADDRESSES OF WINNERS OF PRIZES VALUED AT OVER \$250 WITHIN 14 DAYS OF THE RELEVANT DRAW.</p>	<p>ALL ADVERTISING MATERIAL MUST CONTAIN THE FOLLOWING INFORMATION:</p>
<ul style="list-style-type: none"> ✓ Confirmation that the draw proceeded in the manner stated in the Terms & Conditions; ✓ The full name, address and phone contact details of the winner; and ✓ Confirmation of the prize awarded to the winner <p>If sending this information directly to SA Office of the Liquor and Gambling Commissioner please:</p> <ol style="list-style-type: none"> 1) Send an email to 'lottery@agd.sa.gov.au'; and 2) Enter the name of the Promotion and the SA permit number into subject line. 	<ul style="list-style-type: none"> ✓ The full Terms and Conditions; Or no less than the following: <ul style="list-style-type: none"> ✓ Any qualifying requirements; ✓ The start and closing date of the Promotion; ✓ The nature and value of the prize(s) ✓ The date time and place of the draw(s); ✓ The method and the date on which the participants will be advised of the results of the lottery; ✓ If premium SMS / 1900 number– a statement that the maximum cost will be 0.55 cents (inc. GST) ✓ How the terms and conditions can be obtained; ✓ The name, ABN and address of the Promoter; and ✓ The permit number for all relevant States and Territories.

PUBLICATION REQUIREMENTS

<p>ACT: when the value of a prize is over \$1000.00, the promoter must advertise the details in a newspaper distributed in a region in which the promotion was conducted</p>	<p>NT: Results to be published in a publication readily available to NT entrants.</p>
<p>NSW: when the value of a prize is over \$500.00, the promoter must advertise the details in a newspaper distributed in a region in which the promotion was conducted.</p>	<p>VIC: when the value of a prize is over \$250.00, the name and address of the winner must be published in a newspaper circulating generally in Victoria. He or she must also be notified in writing.</p>
<p>SA: when the value of a prize is over \$250.00, the name and address of the winner must be published in an SA newspaper within 30 days of the draw (unless winner has requested their details not to be published).</p>	

RECORD RETENTION REQUIREMENTS:

<p>To comply with document retention requirements the following records must be kept after the promotion ends on and from the date the last prizes are claimed.</p>			
ACT & WA	All records - 12 months.	NSW & SA	All records - 3 months.
VIC	<p>The following records must be kept for 3 years after the completion of the lottery:</p> <ol style="list-style-type: none"> a. the manner in which entries to the trade promotion were solicited; b. when and how the trade promotion lottery was drawn; and c. the names and addresses of the winners of any prize valued at \$1,000.00 or more and a description of the prizes won. 		
NT	<p>No express requirement, although compliance must be shown in the event of a dispute/investigation – therefore 12 months would be suggested as appropriate.</p>		
QLD	<p>General gaming records - 5 years.</p>		
<p>If a promotion is a national promotion, we suggest that all records be held for 5 years from the date that all winners are decided and all prizes are claimed, or as otherwise advised by your accountant for tax reasons. If a promotion is a state based promotion, the promoter should comply with the document retention regulations set down by each state, as noted above.</p>			

2010 AUSTRALASIAN FUNDRAISING FORUM PROMOTION**CONDITIONS OF ENTRY**

1. Information on how to enter, mechanics of entry and prizes form part of these Conditions of Entry. Entry into the promotion is deemed acceptance of these Conditions of Entry.
2. Entry is only open to residents of Australia aged 18 years or older who are delegates at the Australasian Fundraising Forum 2010 (**Forum**) during the Promotional Period (**Entrants**). The directors, management and employees (and their immediate families) of the Promoter, its related entities, printers, suppliers, providers and agencies whom are directly associated with the conduct of this promotion are ineligible to enter the promotion. Entry and continued participation in this promotion is subject always to any Terms and Conditions of entry or attendance of the Forum.
3. The promotion starts at 8:00AM (AEST) on **1/9/2010** and ends at 3:00PM (AEST) on **2/9/2010 (Promotional Period)**. The prize draw will take place at 3:15PM (AEST) on **2/9/2010** at The Australasian Fundraising Forum 2010, Dockside Convention Centre, Cockle Bay NSW 2000.
4. To enter, Entrants must, during the Promotional Period, drop one (1) of their own business cards into the promotion entry box provided by the Promoter at the Promoter's stand at the Forum. In order to be a valid entry, business cards must contain an Entrant's full name and, telephone number and current and valid email address.
5. Only one (1) entry per person permitted. Any subsequent entry after the first valid entry is received will be deemed invalid. Entries received will be considered final by the Promoter. The Promoter accepts no responsibility for late, lost or misdirected entries. Incomplete, inaccurate, erroneous, ineligible or incomprehensible business cards will be deemed invalid.
6. The first eligible entry randomly drawn from all entries received will win **\$2,500.00** to be donated by the Promoter to the winner's charity of choice (**Donation**). The winner will be notified by telephone and in writing (mail or email) to nominate their charity of choice, and provide further details as necessary, so that their charity can receive the Donation (**Charity**). Following any winner and Charity validation and verification that the Promoter requires in its sole discretion, the Promoter will complete the Donation to the Charity on behalf of the winner within fourteen (14) days of validation and verification. The winner's name and locality will be published on the website of the Promoter www.prospectshop.com.au on **8/9/2010**. All reasonable steps to notify the winner will be taken by the Promoter. The Promoter's decision is final and no correspondence will be entered into.
7. The Charity must be a licensed charity under the laws of any State or Territory and must have a tax deductible status in Australia to be an eligible charity to receive the Donation. The Charity must confirm in writing their applicable licence, tax deductible status in Australia and that they will accept the Donation, within a time frame nominated by the Promoter. In the event the Charity does not respond within the time frame, does not have an applicable licence, a tax deductible status in Australia or elects not to accept the Donation, the winner will be required by the Promoter to nominate a different charity to receive the Donation. The Promoter will continue the procedure detailed above with any subsequent nominated charity, until a valid and verified charity is nominated by the winner.
8. Total maximum prize pool value is **\$2,500.00**. The Donation is not transferable or exchangeable and cannot be taken as cash. The Donation must be taken as offered and cannot be varied. The Promoter accepts no responsibility for any tax implications that may arise from the Donation. Independent financial advice should be sought.
9. The Promoter may conduct a further draw as is necessary on 3:00PM (AEDT) on **10/12/2010** at The Prospect Shop Pty Ltd, 357 Riley Street, Surry Hills NSW 2010, in order to distribute the prize if unclaimed by that date, subject to any written directions given under applicable State legislation. In the event of a winner in the unclaimed prize draw, the winner will be notified by telephone and in writing (mail or email) to confirm the details of their Charity. Following any winner and Charity validation and verification that the Promoter requires in its sole discretion, the Promoter will complete the Donation to the Charity on behalf of the winner within fourteen (14) days of validation and verification. The winner's name and locality will be

10. Entrants can only enter in their own name. Entrants who provide incorrect, misleading or fraudulent information are ineligible to participate in the promotion and all entries of an Entrant who is deemed by the Promoter to have provided incorrect, misleading or fraudulent information may, at the discretion of the Promoter, be deemed invalid. The Promoter reserves the right to request the Entrant produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the Entrant's identity, age, residential address, eligibility to enter and claim the prize, and any information submitted by the Entrant in entering the promotion, before issuing the prize. If the documentation required by the Promoter is not received by the Promoter (or its nominated agent) or an Entrant or entry has not been verified or validated to the Promoter's satisfaction, including verification of the charity nominated, then the entry of that Entrant will be ineligible and deemed invalid.
11. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
12. It is a condition of entering the Promotion, that an Entrant obtains official admission into the Forum and is a delegate at the Forum. The Promoter and the prize supplier(s) in their absolute discretion reserve the right to refuse to allow an Entrant to take part in the Promotion if they reasonably believe the Entrant did not obtain official admission into the Forum.
13. If a prize or element of a prize becomes unavailable, for any reason beyond the Promoter's reasonable control, then a comparable prize or prize element of equal or greater value will be awarded in lieu, subject to any written directions made under applicable State legislation.
14. The Promoter and its associated agencies and companies are not liable for any loss (including, without limitation, indirect or consequential loss), damage, personal injury or death which is suffered or sustained (including but not limited to that arising from any person's negligence) in connection with taking any prize or using any prize, except any liability that cannot be excluded by law (in which case that liability is limited to the minimum allowable by law). The Promoter and its agents associated with this promotion take no responsibility for a prize (or part of a prize) damaged or lost in transit (if relevant).
15. The Promoter will not be responsible for any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this promotion if the deficiency is occasioned by any cause outside the reasonable control of the Promoter including but without limitation technical malfunctions or failures.
16. If, for any reason, this promotion is not capable of running as planned for any reason beyond the reasonable control of the Promoter including because of war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or any which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the promotion and/or if necessary to provide an alternative prize to the same value as an original prize or prizes, subject to any written directions made under applicable State legislation.
17. The Promoter reserves the right to verify the validity of any and all entries and reserves the right to disqualify any Entrant for: (a) tampering with the entry process; (b) submitting an entry which is not in accordance with these Conditions of Entry; or (c) if the Entrant is engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved. The prize will only be awarded following any winner and Charity validation and verification that the Promoter requires in its sole discretion.
18. As a condition of entering this promotion, an Entrant consents to, in the event they are the winner, the Promoter using the Entrant's name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period of time without further notification, remuneration or compensation for the purpose of promoting, publicising or marketing the promotion (including any outcome), and/or promoting any products or services manufactured, distributed and/or supplied by the Promoter. The Entrant

agrees that, in the event they are the winner, the Entrant will participate in all reasonable promoted activities in relation to the Promotion as requested by the Promoter and its agents.

19. An entry and any copyright subsisting in an entry irrevocably becomes, at time of entry, the property of the Promoter. The Promoter collects personal information about an Entrant in accordance with the Promoter's privacy policy, to include the Entrant in the promotion and, where appropriate, award the prize. If the personal information requested is not provided, the Entrant cannot participate in the promotion and is deemed ineligible.
20. An Entrant also agrees that the Promoter may, in the event the Entrant is a winner, publish or cause to be published the Entrant's name and locality in any media, as required under the relevant State lottery legislation. An Entrant can gain access to, update or correct any personal information held by the Promoter by contacting the Promoter's Privacy Officer at: The Privacy Officer, The Prospect Shop Pty Ltd, 357 Riley Street, Surry Hills NSW 2010. All personal information will be stored at the office of the Promoter. A copy of the Promoter's Privacy Policy in relation to the treatment of personal information collected may be obtained by contacting the Promoter.
21. By participating in the promotion, an Entrant also acknowledges that a further primary purpose for collection of the Entrant's personal information by the Promoter is to enable the Promoter to use the information to assist the Promoter in improving goods and services and to contact the Entrant in the future with information on special offers or to provide the Entrant with marketing materials via any medium including mail, telephone and commercial electronic messages (SMS (Short Message Service), MMS (Multimedia Message Service), IM (Instant Messaging) and email) or any other form of electronic, emerging, digital or conventional communications channel whether existing now or in the future. The Promoter may share information with its Australian related companies or promotional partners who may contact the Entrant with special offers in this way. By entering the promotion, an Entrant acknowledges and agrees that the Promoter may use the Entrant's personal information in the manner set out in this condition.
22. **Promoter:** The Prospect Shop Pty Ltd (ABN 17 099 003 291) of 357 Riley Street, Surry Hills NSW 2010.

NSW Permit No. LTPS/10/08307