



NAVMAN MY-ESCAPE 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. Entry is via Internet only.
2. Entry is only open to residents of Australia aged 17 years or older (**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.
3. Entrants aged under 18 years must obtain the consent of their parent or legal guardian to enter the promotion and provide personal information about themselves. All entries of Entrants who are under the age of 18 years and enter the promotion without disclosing (or attempting to conceal) their age (as and where required) and/or do not provide the required parental or guardian consent (as and where required) will be deemed invalid. These Conditions of Entry will bind the Entrants and any parent or legal guardian who gives their consent (for Entrants aged under 18 years). If any prize winner is aged under 18 years, the prize will be awarded to the parent or legal guardian who consented to the winner entering the promotion on behalf of the winner, at the discretion of the Promoter.
4. The promotion starts at 12:01am (AEDT) on **17/10/2011** and ends at 11:59pm (AEDT) on **14/11/2011 (Promotional Period)**. The draw to determine the winners will take place at 9:00am (AEDT) on **21/11/2011** at Navman Head Office, Suite 2, 408 Victoria Road, Gladesville NSW 2111. Winners will be notified in writing and their names and localities will be published in The Australian on **28/11/2011**. All reasonable steps to notify the winners of the results of the draw will be taken by the Promoter. The Promoter's decision is final and no correspondence will be entered into.
5. To enter the promotion, Entrants must, during the Promotional Period, log onto www.navmanstores.com.au/c&m (**Promotional Website**) to fully and correctly complete and successfully submit the online entry form, including providing the Entrant's full name, age, residential address, contact telephone number, mobile telephone number (if applicable) and current and valid email address.
6. Only one (1) entry per person permitted. Any subsequent entry after the first valid entry is received will be deemed invalid.
7. Entries will be deemed accepted at the time of receipt by the Promoter and not at the time of transmission. Entries received will be considered final by the Promoter. Incomplete, inaccurate, erroneous, ineligible or incomprehensible entries will be deemed invalid. The Promoter accepts no responsibility for late, lost or misdirected entries.

8. Costs associated with accessing the Promotional Website remain an Entrant's responsibility and may vary depending on the Internet service provider used. Contact details entered incorrectly on the Promotional Website by an Entrant will deem an entry invalid.
9. The use of any automated entry software or any mechanical, electronic or other means that allows an Entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that Entrant invalid.
10. The first three (3) eligible entries randomly drawn from all entries received will each win one (1) Navman MY-ESCAPE unit, valued at **\$599.00** each. Total of three (3) prizes awarded in this promotion.
11. Total maximum prize pool value is **\$1,797.00**. The prizes are not transferable or exchangeable and cannot be taken as cash (unless otherwise indicated). Prizes must be taken as offered and cannot be varied. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought. The Promoter accepts no responsibility for any variation in prize value. All prize values are the recommended retail price including GST.
12. The Promoter may conduct a further draw at the same time and place as the original draw as is necessary on **22/2/2012** in order to distribute any prizes (if any) unclaimed by that date, subject to any written directions given under applicable State or Territory legislation. In the event of any winner(s) in the unclaimed prize draw, the winner(s) will be notified in writing and the name and locality of winner(s) will be published in The Australian on **29/2/2012**. All reasonable steps to notify the winner(s) of the results of the draw will be taken by the Promoter. The Promoter's decision is final and no correspondence will be entered into.
13. 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 a prize, and any information submitted by the Entrant in entering the promotion, before issuing a prize (including confirming consent of an Entrant's parent or legal guardian and the name, age and address of the parent or legal guardian that gave their consent, where an Entrant is under 18 years of age). 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 then all the entries of that Entrant will be ineligible and deemed invalid.
14. It is a condition of accepting a prize that the winner may be required to sign a legal release or releases in a form determined by the Promoter in its absolute discretion.
15. 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.

16. A prize will only be awarded following any winner validation and verification that the Promoter requires in its sole discretion.
17. Any attempt, deliberate or otherwise, to cause malicious damage or interference with the normal functioning of the Promotional Website or the information on the Promotional Website, or to otherwise undermine the legitimate operation of this promotion may be a violation of criminal and civil laws and, should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law. If the Promoter suffers loss or incurs any costs in connection with any breach of these Conditions of Entry or any other legal obligation by an Entrant, the Entrant agrees to indemnify the Promoter for those losses, damages and costs.
18. 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 or Territory legislation.
19. If this promotion is not capable of running as planned for any reason, including but not limited to war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or anything which corrupts or affects 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 or prizes to the same value as an original prize or prizes, subject to any written directions made under applicable State or Territory legislation.
20. The Promoter, its associated agencies and companies excludes all liability (including negligence) except for any liability that cannot be excluded by law, for any direct or indirect injury, loss and/or damage arising in any way out of the promotion. This includes, but is not limited to: (i) technical malfunctions, delays or failures, including those resulting from accessing any materials related to this promotion and any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this promotion as a result of any technical malfunctions, delays or failures; (ii) theft, unauthorised access or third party interference; (iii) lost or damaged entries, prize claims or prizes; and/or (iv) acceptance and/or use of any prize. Applicable manufacturers and/or distributors should be contacted in regards to all prize warranty claims.
21. As a condition of entering this promotion, an Entrant consents to, in the event they are a 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 a winner, the Entrant will participate in all reasonable promoted activities in relation to the promotion as requested by the Promoter and its agents.
22. 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 to include the Entrant in the promotion and, where appropriate, award prizes. If the personal information requested is not provided, the Entrant cannot participate in the promotion and is deemed ineligible.
23. An Entrant also agrees that the Promoter may, in the event the Entrant is a winner, publish or cause to be published the Entrant winner's name and locality in any media, as required under

the relevant State or Territory 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: noeleen.lechner@navman.com.au. 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.

24. If an Entrant participates in the promotion and also chooses to "opt-in", the Entrant 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 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 and opting-in, an Entrant acknowledges and agrees that the Promoter may use the Entrant's personal information in the manner set out in this condition.
25. **Promoter:** Mitac Australia Pty Ltd (ABN 55 124 265 336) of Suite 2, 408 Victoria Road, Gladesville NSW 2111.

NSW Permit No. LTPS/11/09250. ACT Permit No. TP 11/04094.