

THE SMART PARROT DRAW

TERMS AND CONDITIONS

1. INTRODUCTION

Parrot Australia & New Zealand (the "Promoter"), an Australian company with ABN 69 145 675 341, having its headquarters located at Level 10, 1 Margaret St Sydney NSW 2000, Australia, organizes from 01/11/2011 until 30/01/2012, a prize draw entitled "THE SMART PARROT DRAW" (the "Promotional Operation") concerning the Parrot MINIKIT Smart, in Australia, for permanent residents of Australia aged 18 years or over.

The operation consists in awarding a Parrot AR.Drone to the participants to the Promotional Operation that have been selected through a prize draw.

The following terms and conditions apply for the Promotional Operation and by submitting an entry into this Promotional Operation, entrants warrant that they have read, understand and agree to be bound by them.

These terms and conditions can be downloaded from Parrot website www.parrot.com/au ("the website").

2. ELIGIBILITY

Entry is available to permanent residents of Australia aged 18 years or over. Employees and the immediate families of the Promoter are ineligible to enter. Employees and the immediate families of all associated sponsors and participating stores/companies are also ineligible to enter.

Entrants must have purchased a Parrot MINIKIT Smart product at any participating store between 01/11/2011 and 30/01/2012 to be eligible for the prize draw. The list of retail shops participating to the Promotional Operation can be found at www.parrot.com/au.

3. METHOD OF ENTRY

(a) Contestants will be directed to enter the competition by stickers attached to each Parrot MINIKIT Smart product during the life of the promotion. They will have to specify their names, first names, postal address and email on a blank piece of paper and send it back by post to the following address "P.O. BOX 4315 Doncaster Heights Vic 3109", before 06/02/2012 inclusive (midnight - postmark being the proof), with the following documentary evidences:

- copy of the proof of purchase (purchase invoice or receipt) of the Parrot MINIKIT Smart;
- copy of the bar code of the Parrot MINIKIT Smart

(b) At the end of the Promotional Operation, the Promoter will randomly draw five (5) winners.

(c) Incomplete or incomprehensible entries (whichever is applicable) will not be eligible and will be disqualified. The Promoter reserves the right to disqualify any entry which in the opinion of the Promoter includes any content which may be unlawful, profane, inflammatory, defamatory and/or damaging to the goodwill or reputation of the Promoter.

(d) Contestants are allowed to enter the Promotional Operation once (same name, same postal address and email). Any person who is discovered to have entered more than the allowed limit will be disqualified from participating in the Promotional Operation and/or redeeming a prize.

(e) No person may enter the Promotional Operation or participate on behalf of any third party.

(f) All entrants acknowledge that the Promoter may rely on clauses 5(d) and 5(c) even after the Promoter has awarded or appeared to have awarded the prize to a person or after a person is announced as the prize winner. The Promoter reserves its rights to require return of the prize or payment of its value to the Promoter if this occurs.

(g) Should an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.

4. JUDGING

(a) The prize draw will take place on 28/02/2012 at 3PM, at the following address: Brightstar, Level 5, 607 Bourke St Melbourne, Vic, Australia 3000. The draw will be a manual random draw, organized jointly by Parrot and Telstra Judging will take place in accordance with 5(b) (at the Promoter's discretion).

5. PRIZE

(a) All prize values are the recommended retail value as provided by the supplier, are in Australian dollars and are correct at the time of printing.

(b) The five (5) winners will each receive the following:
A Parrot AR.Drone, with a unit value of 349 AUD.

(c) The total Prize pool value is 1,745.00 AUD (including GST).

6. PRIZE CONDITIONS

(a) The Promoter does not warrant the merchantability, suitability and/or fitness for purpose of any goods and/or services awarded as a prize.

(b) No other costs will be included and all expenses will be at each winner's cost.

(c) All prizes are subject to availability, non transferable and non exchangeable, the

prize is not redeemable for cash unless cash is specified.

(d) If a prize winner does not take any element of a prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that prize or any part of it.

7. NOTIFICATION

All prize winner(s) will be notified at the time of winning by email. No notification will be sent to losers.

8. PRIZE COLLECTION

(a) Prize winners will be sent their Parrot AR.Drone by registered post, within 30 days since the date of the prize draw.

The Promoter reserves the right to request winners to provide proof of identity, proof of residency and/or proof of entry validity (for example, a phone bill or store receipt for purchase requirement) in order to claim a prize. Proof of identity, residency and/or entry validity considered suitable for verification is at the Promoter's discretion. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

(b) All prize winners must sign these terms and conditions in a form prescribed by the Promoter in order to receive their prize.

(c) Entrants proposing to redeem prizes involving or participating in the Promotional Operation where it involves, travel, stunts or challenges may at the absolute discretion of the Promoter first be required to: submit to a medical examination by a medical practitioner approved by the Promoter and obtain relevant medical clearance to participate in the Promotional Operation and/or redeem the prize; and/or – execute a Deed of Release and Indemnity in a form prescribed by the Promoter in order to participate further in the Promotional Operation and/or redeem the prize.

9. PRIZE AVAILABILITY

(a) The Promoter will not be responsible or liable if for any reason beyond their reasonable control any element of any prize is not provided. The Promoter may, subject to State regulations, substitute a different prize of equivalent value in place of any prize referred to in these terms and conditions.

(b) The Promoter will not be responsible for any changes in times or dates, or cancellations or rescheduling of events that may prevent the prize winner from redeeming the prize or any part of it.

10. TAXES

Any tax payable as a result of a prize being awarded or received will be the responsibility of the winner. Winners should seek independent financial advice prior to accepting a prize if this is a concern.

11. UNCLAIMED PRIZES

Prizes unclaimed after a period of three (3) months will be forfeited subject to State regulations.

A redraw will take place three (3) months after the initial draw, i.e. on 28/05/2012, at 3PM, at the following address: Brightstar, Level 5, 607 Bourke St Melbourne, Vic, Australia 3000.

The redrawn winner will be notified directly in writing by email at the time of winning. No notification will be sent to losers.

12. PUBLICITY MATERIALS

(a) It is a condition of entry that the Promoter has the right to publicise the names, characters, likenesses or voices of any entrants for any promotion or matter incidental to the Promotional Operation.

(b) Entrants may be required by the Promoter to participate in photo session(s) (the "publicity materials") and acknowledge that the Promoter has the right to use such publicity materials in any medium (including, without limitation, the internet) and in any reasonable manner it sees fit, unless that person advises the Promoter at the time of entering the Promotional Operation that he/she wishes to retain his/her anonymity.

(c) Entrants also acknowledge that the publicity materials may be provided to the prize provider for the purposes of promotional display.

13. COPYRIGHT

By entering this Promotional Operation all entrants: – assign to the Promoter all rights including present and future copyright in their entry and the publicity materials in all media (including, without limitation, the internet) and whether in existence now or created in the future; – agree not to assert any moral rights in respect of their entry and the publicity materials (wherever and whenever such rights are recognised) against the Promoter, its assigns, licensees and successors in title; – undertake to the Promoter that their entry is not in breach of any third party intellectual property rights.

14. RELEASE AND INDEMNITY

To the extent permitted by law, all entrants release from, and indemnify the Promoter against all liability, cost, loss or expense arising out of acceptance of any prize(s) or participation in the Promotional Operation including (but not limited to) loss of income, loss of opportunity, personal injury and damage to property, whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise.

15. TAMPERING AND OTHER MATTERS

(a) If for any reason this Promotional Operation is not capable of running as planned as a result of any (including but not limited to) technical failures, unauthorised intervention, computer virus, mobile phone failure, tampering, fraud or any other causes beyond the control of the Promoter which corrupts or affects the

administration, security, fairness, integrity or proper conduct of this Promotional Operation, the Promoter reserves the right (subject to State regulations) to disqualify any individual who (whether directly or indirectly) causes the same and/or to cancel, terminate, modify or suspend the Promotional Operation.

(b) The Promoter accepts no responsibility for any late, lost or misdirected entries including but not limited to electronic messages not received by the Promoter due to technical disruptions, network congestion or any other reason.

(c) The use of any automated entry software or any other mechanical or electronic means that permits any person to enter the Promotional Operation repeatedly is prohibited.

16. LINE DROP OUT AND INABILITY TO CONTACT

(a) If in the course of a telephone call related to participation or entry in the Promotional Operation, the telephone line drops out or breaks up the Promoter may proceed to another caller. In such event, the Promoter will not be responsible for the awarding of any prize to the caller whose line dropped out or broke up.

(b) If a contestant or winner is not successfully contacted in a telephone call or attempted telephone call by the Promoter related to participation or entry in the Promotional Operation (including where a third party answers the telephone on the contestant or winner's behalf) that person will be disqualified and a replacement contestant or winner (whichever is applicable) will be selected by the Promoter.

17. LEAVE FOR PARTICIPATION

Obtaining time off work and/or study or related activities to participate in the Promotional Operation and/or a prize will be the sole and absolute responsibility of each contestant.

18. EXCLUSION OF PARTICIPANTS

The Promoter reserves the right to exclude any person from participating in the Promotional Operation or a prize for any reason, including but not limited to, that person's medical condition or history, the preservation of the safety of the Promoter's staff members or any other person or because the Promoter deems that the behaviour of a person may bring the Promoter's brand into disrepute.

19. TERMINATION/CHANGES OF PROMOTIONAL OPERATION

The Promoter may (subject to State Regulations), vary the terms of or terminate this Promotional Operation at any time at its absolute discretion without liability to any contestant or other person. The Promoter will not award the prize if the Promotional Operation is terminated.

Any changes to the Promotional Operation or to the present Terms and Conditions (including amendments, cancellation or suspension of the Promotional Operation) is subject to the approval of all relevant State and Territory Lottery Departments.

20. PERMIT

In accordance with the relevant regulations of New South Wales Australia and Australian Capital Territory, the Promotional Operation requires a lottery permit before taking place. Such lottery permit shall be delivered by the relevant lotteries department and will have to be issued before the starting date of the Promotional Operation.

New South Wales Lotteries Commission Approval No: LTPS/11/09903

Australian Capital Territory Lotteries Commission Approval No: ACT TP 11/04501

21. DECISIONS FINAL

All decisions and actions of the Promoter relating to the Promotional Operation and/or redemption of the prizes are exercised according its absolute discretion and are final. No discussions or correspondence with entrants or any other person will be entered into.

22. FAILURE TO ENFORCE TERMS AND CONDITIONS

A failure by the Promoter to enforce any one of these terms and conditions in any instance(s) will not give rise to any claim or right of action by any other person or contestant.

23. PERSONAL INFORMATION AND PRIVACY

The personal information supplied by entrants when entering this Promotional Operation will be used by the Promoter in accordance with its Privacy Policy. Please refer to the Privacy Policy by visiting the website for more information as entry in this Promotional Operation is an agreement to be bound by that policy. All entrants may have their details removed from the Promoter's database by simply contacting the Promoter. If details are removed prior to the conclusion of the Promotional Operation and/or award of prize(s), entrants will forfeit their right to claim any prizes.