

TERMS AND CONDITIONS – New Idea Royals January 2020 – May 2020

1. Unless otherwise advised, these Terms and Conditions apply to New Idea Royals Promotions. Information on how to enter and prizes for each New Idea Royals magazine promotion form part of these Terms and Conditions. Participation in a New Idea Royals magazine promotion is deemed acceptance of these Terms and Conditions. The Promoter is Pacific Magazines Pty Ltd, 8 Central Avenue, Eveleigh, NSW 2015 (ABN 16 097 410 896).
2. Entry is open to **ALL residents of Australia and New Zealand** except employees and immediate families of the Promoter, associated companies and agencies and participating outlets. Immediate family means any of the following: spouse, ex-spouse, de facto spouse, child or stepchild (whether natural or by adoption), parent, step parent, grandparent, step grandparent, uncle, aunt, niece, nephew, brother, sister, step brother, step sister or first cousin. Entrants under the age of 18 years, as of the date of entry, must seek the prior permission of their parent or guardian aged over the age of 18 to enter.
3. Unless indicated otherwise, entrants may enter by purchasing New Idea Royals magazine:
 - a. **ONLINE ENTRY:** Enter online at www.newidea.com.au/win
4. Multiple entries are permitted, provided each entry is associated with a separate purchase of the respective issue. However:
 - a. Each entry must be submitted separately and in accordance with the entry requirements outlined above. Each entry must be submitted on a separate entry form and only one entry will be permitted per email address online.
 - b. Only ONE prize will be awarded per person (except for SA residents). After provisional winners are drawn for all prizes, the Promoter will remove any duplicate provisional winners ensuring clause 4(ii) is adhered to. For prizes affected by this provision further winners will be drawn immediately to replace earlier provisional winners affected by this process.
 - c. All entrants must retain their original receipts, documents or tags to validate proof of purchase during the promotional period. Such evidence must, on request by the Promoter, be provided to the reasonable satisfaction of the Promoter, which demonstrates that the winner is an eligible entrant and has complied with these Terms and Conditions. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.
5. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. Incomplete, indecipherable, inaudible or illegible entries will be deemed invalid. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to verify the identity of the entrant.

Open, Close, Draw and Publish dates

6. The entire competition **commences 12/12/19 at 09:00AEDT** and **closes 28/05/20 at 16:00AEST**. Entries must be received by the Promoter prior to the competition close date and time.
7. The weekly competitions commence on **[refer to date schedule at Clause 8]** at **09:00 AEST/AEDT** and close on **[refer to date schedule at Clause 8]** –at **16:00 AEST/ AEDT**.
8. Each draw of entries will begin at the Promoter's premises from **10:30 AEST/AEDT** on **[refer to date schedule at Clause 8]**. The Promoter will ensure that all entries have an equal chance of winning the major prize. Unless indicated otherwise, all times are based on Sydney local time.

Issue	On sale date	Comp starts	Start time	AEDT/AEST	Comp ends	End time	AEDT/AEST	Draw date	Draw time	AEDT/AEST	Winner's details published	Unclaimed prize draw date	Draw time	AEDT/AEST	Redraw winner's details published
January	12/12/2019	12/12/2019	9:00	AEDT	30/01/2020	16:00	AEDT	31/01/2020	10:30	AEDT	31/01/2020	30/04/2020	10:30	AEST	30/04/2020
February	9/01/2020	9/01/2020	9:00	AEDT	27/02/2020	16:00	AEDT	28/02/2020	10:30	AEDT	28/02/2020	28/05/2020	10:30	AEST	28/05/2020
March	13/02/2020	13/02/2020	9:00	AEDT	26/03/2020	16:00	AEDT	27/03/2020	10:30	AEDT	27/03/2020	29/06/2020	10:30	AEST	29/06/2020
April	12/03/2020	12/03/2020	9:00	AEDT	30/04/2020	16:00	AEST	1/05/2020	10:30	AEST	1/05/2020	3/08/2020	10:30	AEST	3/08/2020
May	9/04/2020	9/04/2020	9:00	AEST	28/05/2020	16:00	AEST	29/05/2020	10:30	AEST	29/05/2020	31/08/2020	10:30	AEST	31/08/2020

9. The winners' will be notified by email and names of all winners will be published online at www.newidea.com.au/win [refer to date schedule at Clause 8] respectively.
10. Prizes will be sent within 6 to 8 weeks of being published.
11. The Promoter may conduct such further draws [refer to date schedule at Clause 8] at the same time and place as the original draw in order to distribute any prizes unclaimed by this date, subject to State and Territory legislation. Winners of any further draws will be notified by mail and their names will be published online at www.newidea.com.au/win [refer to date schedule at Clause 8].

Prize on offer

12. **Total competition prize value is \$1,000.**
13. Total prize value is \$200.00 each week, in **FIVE (5) monthly draws as of the 20/11/19.**
14. Each weekly draw comprises of **ONE (1) x \$200 cash.**
15. For any cash prizes your name on your entry must be that of an eligible bank account to which a cheque can be cashed. All prize values are in Australian dollars. The Promoter makes all reasonable efforts to send cheques in the names as specified in the original entry. Winning entries with only a family name or reference to a family as the entrant cannot be cashed by banks. If the winner of any prize is under 18 years, the prize may be awarded to the winner's nominated parent or guardian on behalf of the winner, at the discretion of the Promoter.
16. In all draws, the Promoter will conduct a random draw corresponding to the number of Prizes in the draw, from highest to lowest prize value, beginning with the major prize. As entries are opened they are allocated a prize so long as the entrant has answered the associated question correctly. If the associated answer is left blank or is answered incorrectly then the entry is put aside and a new entry is drawn for the purpose of awarding that particular prize. Once that prize is awarded, the as yet unawarded entry will be assigned the next highest value prize for which it has answered the associated answer correctly. This process is continued for each prize on offer in the draw until each prize category is exhausted and all prizes are awarded.

Further Terms and Conditions

17. Unless otherwise stated, all prizes are in Australian dollars. Some prizes may not be available or may be prohibited in New Zealand under New Zealand law. In that case, prizes will be offered to an equivalent New Zealand dollar value either in cash, vouchers or as a prize determined by the Promoter in its absolute discretion.
18. Any ancillary costs associated with redeeming any voucher prize are not included. Any unused balance of a voucher prize will not be awarded as cash. Redemption of any voucher prize will be subject to any terms and conditions of the issuer including those specified on the voucher. The Promoter shall not be liable for any voucher prize that has been lost, stolen, forged, damaged or tampered with in any way.
19. Without limiting the forgoing, unless expressly stated in the terms and conditions all other expenses is the responsibility of the winner. Prizes are subject to the standard terms and conditions of individual prize suppliers. It is a condition of accepting any prize that the winner must comply with all the conditions of use of the prize. If the winner of any prize is under 18 years, the prize may be awarded to the winner's nominated parent or guardian on behalf of the winner, at the discretion of the Promoter. Where the prize involves driving or travel, all winners under 18 years must be accompanied by their legal guardian at all times.
20. Unless otherwise stated, all prizes are valued in Australian dollars. Cash prizes will be awarded in the form of a cheque. Prizes, including any unused portion, are not transferable or exchangeable and cannot be taken as cash, unless otherwise stated. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
21. Entrants consent to 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 without remuneration for the purpose of promoting this competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
22. If any New Idea Royals magazine promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate, postpone or cancel the promotion, as appropriate.
23. Any entrant found to be using any form of software or third-party application to enter multiple times (including scripting software) will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any awarded prize to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.

24. Any entrant found to have used a third party (including online competition entry site) to enter on their behalf will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any awarded prize to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.
25. Any entrant found to be entering incorrect contact details, including incorrect email contact details, will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any awarded to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.
26. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State Regulation. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
27. The Promoter highly recommends a current residential street address be provided when requested for ease of correspondence and potential prize delivery. The Promoter makes all reasonable efforts to deliver prizes to the addresses provided by competition entrants. The Promoter cannot guarantee that any prizes returned to the Promoter due to non-delivery at the provided address will be re-sent to the prize winner.
28. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
29. All entries and any copyright subsisting in the entries become and remain the property of the Promoter who may publish or cause to be published any of the entries received. Pacific Magazines Pty Ltd (ABN 16 097 410 896) and its related entities ("Pacific"), is collecting your personal information for the purpose of conducting and promoting this Competition, including for the purpose of identifying and notifying winners and understanding our audiences. Pacific will otherwise handle your personal information in accordance with Seven West Media's Privacy Policy which is available on our website at <http://www.sevenwestmedia.com.au/privacy-policies> (and which contains information regarding how you can access your personal information, correct it and/or make a complaint about our handling of your personal information). By providing your personal information, you agree to the terms of the Privacy Policy. Without limiting the foregoing, Pacific may disclose the entrant's personal information to its related entities, business partners and external service providers for research and profiling purposes as well as other purposes reasonably related to the entrant's relationship with Pacific. In addition, by entering this competition, you consent to Pacific using your personal information for the purpose of Pacific and its related entities sending you information regarding programs, products and services available through them and/or through their business partners, and to Pacific from time to time sharing your personal information with carefully selected business partners for the purpose of them sending you such information directly. We will always provide you with the ability to opt out of those communications.
30. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or Entrant; or (f) use of a prize.
31. Winners of any age (or the winner's parent/s or guardian/s and any companion/s) may be required to provide satisfactory identification and sign a winner's deed of release or any other relevant forms or agreements that the Promoter deems necessary before a prize may be awarded.

32. In accepting the prize the winner(s) acknowledges that the Promoter may use their name and other personal information for reasonable publicity purposes and agrees to participate in and co-operate with all reasonable media requests, including but not limited to, being interviewed and photographed, and the winner(s) grant the Promoter a perpetual and non-exclusive licence to use and such footage, photographs, interviews and other personal information in all media worldwide, including the right to sub-licence these rights. The winner(s) will not be entitled to any fee for such use.
33. The Promoter's decision in relation to any aspect of the competition is final and binding on each person who enters. No correspondence will be entered into. No responsibility is accepted for late, lost or misdirected entries. Prizes are subject to availability, not transferable or exchangeable and, with the exception of cash prizes, cannot be taken as cash. Prizes will be sent to the winner's nominated address as stated in their original entry. The Promoter and their associated agencies, and companies associated with this promotion will take no responsibility for prizes damaged or lost in transit.
34. Winners of any age (or the winner's parent/s or guardian/s and any companion/s) may be required to provide satisfactory identification and sign a winner's deed of release or any other relevant forms or agreements that the Promoter deems necessary before a prize may be awarded.
35. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including, but not limited to, prize suppliers and as required, to Australian regulatory authorities. Entry is conditional on providing this information. The Promoter may, for an indefinite period unless otherwise advised, use the information for promotional, marketing and publicity purposes including sending electronic messages or telephoning the entrant. Entrants should direct any request to access, update or correct information to the Promoter. All entries become the property of the Promoter.
36. **Authorised under NSW Permit No. LTMP/19/04576.**