



## Home and Away and New Idea Competition Terms and Conditions

By entering the “Home and Away and New Idea Competition” (“the Competition”), you are agreeing to the following terms and conditions:

### 1. STANDARD TERMS

1.1 Information on how to enter forms part of the terms of entry.

### 2. WHO CAN ENTER?

2.1 Subject to clause 2.2, entry is open to all residents in Australia 14 years and over.

2.2 Employees and their immediate families of the Seven Network (Operations) Limited, Pacific Magazines and their associated agencies and companies are not eligible to enter.

### 3. HOW TO ENTER

3.1 The Competition commences on **Monday 10<sup>th</sup> December 09:00 (AEDT)** and concludes at **Monday 17<sup>th</sup> December 09:00 (AEDT) on** (“Competition Period”).

3.2 For entry details participants can go to [www.newidea.com.au/homeandawaycomp](http://www.newidea.com.au/homeandawaycomp)

3.3 All entrants in the Competition may enter as many times as they like.

3.4 To enter the draw, participants must go to [www.newidea.com.au/homeandawaycomp](http://www.newidea.com.au/homeandawaycomp) and answer to “Tell us in 25 words or less how you’d spend your Summer by the Bay”.

3.5 The Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process.

### 4. PRIZES

4.1 There will be **Two (2)** Prize Winners who will receive the Prize Package detailed in clause 4.2.

4.2 Prize package details:

PRIZE PACKAGE		
Two (2) x Prize Winners	The Winners will each receive the following prize package: <i>(Refer to clause 4.5 for Prize conditions)</i> <ul style="list-style-type: none"><li>1 x \$100 Voucher for the Home and Away Store, plus a Home and Away tote bag signed by some cast members</li></ul>	\$100.00
	<b>Maximum Total Prize Pool Value</b>	<b>AUD \$200.00</b>

Total Maximum Prize Pool Value is up to **\$200.00** Australian Dollars. Prize value is correct as at the date of printing. The Promoter accepts no responsibility for change in Prize value between now and the ultimate date on which the Prize is taken. The Promoter accepts no responsibility for any printing errors or other quality control matters outside their control and prizes will be awarded to an entrant who has entered into the competition as per these Terms and Conditions.

4.3 In accepting the **Prize Packages**, the winners must abide by the following conditions:

a) Prize winner will be invited to participate in and co-operate with all reasonable media editorial requests, including but not limited to, being interviewed and photographed, and the Winners grant the Promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide and the Winners will not be entitled to any fee for such use

4.4 The Prize Winner agrees they will not sell or otherwise provide their story and/or photographs to any media or other organisation.

4.5 It is a condition of accepting the Prize that the Winner must comply with all the conditions of use of the Prize and the Promoter and Prize Supplier’s requirements.

4.6 Prizes cannot be redeemed for cash and are not transferable or exchangeable.

- 4.11 The Promoter may vary these terms and conditions at its discretion, subject to state regulations.
- 4.12 Full details of the prize can be obtained by telephoning the Seven Network in each state on Sydney 02 8777 7777; Melbourne 03 9697 7777; Adelaide 08 8342 7777; Brisbane 07 3369 7777; Perth 08 9344 0777

## **5. HOW TO WIN**

- 5.1 There will be Two (2) Prize Winners who will win a prize package as detailed in clause 4.2.
- 5.2 The winner will be selected by Seven Network on **Monday 17<sup>th</sup> December 2018 at 13:00 (AEDT)**.
- 5.3 Seven Network will contact the winners by a phone call within two (2) working days and a letter advising the winners of their prize will also be express posted.
- 5.4 The Promoter's decision is final, and the Promoter will not enter into correspondence regarding the result.
- 5.5 The Promoter may in its absolute discretion deem entries invalid subsequently to a Winner being notified or a Winner's name being announced if it is discovered that the Winner did not enter the Competition in accordance with these terms and conditions.
- 5.6 Any entrant found to have (a) be used any form of software or third party application to enter multiple times (including scripting software), (b) used a third party (including online competition entry site) to enter on their behalf or (c) entered incorrect contact details, will have all entries invalidated and any claim to the Prize will be invalidated. If such an entrant is awarded the Prize and then found to have breached this clause, the entrant must immediately return the 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. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 5.7 It is a condition of accepting the Prize that the Winner (and any companions) may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.

## **6. NO LIABILITY**

- 6.1 In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the Competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the Competition and recommence it from the start on the same conditions, subject to state government legislation.
- 6.2 Seven Network (Operations) Limited and its associated agencies and companies will take no responsibility for Prizes damaged or lost in transit, or late, lost or misdirected mail.
- 6.3 Seven Network (Operations) Limited and its associated agencies and companies will not be liable for any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur:
- a) whilst undertaking any travel won on or connected with their entry into the Competition; or
  - b) in the acceptance or participation in any Prize;
  - c) as a consequence of late, lost or misdirected mail;
  - d) due to the broadcast of any program relating to the Competition or the publication of any material, including any statements made by any compere, staff member, journalist, other entrants or any other person.
  - e) in relation to failure of an SMS entry message to be received by the Promoter on account of technical problems or traffic congestion; or
  - f) in relation to any damage or loss to Entrant's or any other person's computer software, computer equipment or internet connection resulting from or related to participation in this Promotion;
  - g) any variation in Prize value to that stated in these Terms and Conditions;
  - h) any technical difficulties, technical error or equipment malfunction (whether or not under the Promoter's control); or any error, omission, interruption, deletion, delay, defect, theft, unauthorised access or third party interference.
- 6.4 Seven Network (Operations) Limited and its associated agencies and companies assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of entries, and reserves the right to take any action that may be available, subject to state government legislation.
- 6.5 If for any reason the Competition is not capable of running as planned, due to causes including but not limited to tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration security, fairness, integrity or proper conduct of the Competition, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the Competition, subject to state government legislation.

- 6.6 By entering the competition, and by participating in a prize, the prize winner acknowledges and accepts that driving, travel and any other activities comprising the prize, are inherently dangerous and may result in death, injury, incapacity, damage to property or other losses. Neither the Promoter is not responsible for any acts of god, such as adverse weather conditions or industrial action or civil commotion that may occur whilst the prize winner is travelling. It is the responsibility of the prize-winner to enquire about local issues and conditions at destinations prior to travel.

**7. PROMOTER AND PRIZE SUPPLIER'S DETAILS**

7.1 The Promoter is Seven Network (Operations) Limited (ABN 65 052 845 262).

7.2 The Prize Suppliers are Seven Network of Media City, 8 Central Avenue, Eveleigh, NSW 2015.

7.3 **PRIVACY POLICY:** Entry details remain the property of the Promoter. Seven Network (Operations) Limited (ABN 65 052 845 262) and its related entities ("Seven"), is collecting your personal information for conducting and promoting this Competition, including for the purpose of identifying and notifying winners and understanding our audiences. Seven will otherwise handle your personal information in accordance with Seven'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 below, you agree to the terms of the Privacy Policy. Without limiting the foregoing, Seven 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 Seven. In addition, by entering this competition, you consent to Seven using your personal information for the purpose of Seven and its related entities sending you information regarding programs, products and services available through them and/ or through their business partners, and to Seven from time to time sharing your personal information with carefully selected business partners for the purpose of them sending you such information directly. Entrants may be added to the 7Travel database to be emailed offers in the future. We will always provide you with the ability to opt out of those communications. [www.sevenwestmedia.com.au](http://www.sevenwestmedia.com.au)