Terms and Conditions – New Idea Puzzles (2019 – Issues 28- 52)

General

1. Information on how to enter and prizes form part of the Terms and Conditions. Entry into this competition deems acceptance of these Terms and Conditions.
2. To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.

Who can enter

3. 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, defacto spouse, child or step child (whether natural or by adoption), parent, step parent, grandparent, step grandparent, uncle, aunt, niece, nephew, brother, sister, step brother, step sister or 1st cousin. The Promoter is Pacific Magazines Pty Ltd, 8 Central Ave, Eveleigh NSW 2015 (ABN 16 097 410 896).
4. All entrants under the age of 18 must obtain the prior permission of their legal parent or guardian over the age of 18 to enter. The parent or guardian of the entrant must read and consent to all Terms and Conditions. The parent or guardian may be called to verify consent and may be required to sign a release at the discretion of the Promoter. The release will require the winner's parent or guardian to accept responsibility for the acts and forbearances of the winner. The release will include the full name, address and telephone number of the winner's legal guardian. Failure to provide such proof, particulars or releases will immediately invalidate the winner's entitlement to the prize, subject to State and Territory legislation.
5. Any entrants under the age of 18 must obtain the prior permission of the bill payer and their legal parent or guardian over the age of 18 to enter. The parent or guardian may be called to verify consent and may be required to sign a release at the discretion of the Promoter. The release will also require the winner's parent or guardian to accept responsibility for the acts and forbearances of the winner. The release must include the full name, address and telephone number of the winner's legal guardian. Failure to provide such proof, particulars or releases will immediately invalidate the winner's entitlement to the prize, subject to State and Territory legislation.

How to enter

6. Enter as many times as you wish, by mailing in the original entry form; or
7. Enter online at https://www.newidea.com.au/win
8. Entries must include all requested contact details to be eligible to win. Entrants may only enter in their own name. Inaudible, incomprehensible, illegible, and incomplete entries will be deemed invalid. All entries become the property of the Promoter and cannot be returned.
9. All entrants may enter as many times as they like but only one prize will be awarded per household, however minor prize winners will also have a chance at winning the major prize. Residents of South Australia may be awarded one prize per entry.
10. Only one entry permitted per copy of New Idea magazine purchased. 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.

Open, Close, Draw and Publish dates

11. The competition **commences 08/07/19 at 0900 AEST** and **closes 05/01/20 at 1700 AEDT**. Entries must be received by the Promoter prior to the competition close date and time.
12. The weekly competitions commence on [refer to date schedule at Clause 13] at 9am AEST/AEDT and close on [refer to date schedule at Clause 13] –at 5pm AEST/ AEDT.
13. Each draw of mail entries and online entries will begin at the Promoter's premises from 08.30 AEST/AEDT on **[refer to date schedule at Clause 13]**. **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.

NEW IDEA PUZZLE SCHEDULE 2019 - 28 - 52										
COVER DATE	PUZZLE /ISSUE NUMBER	AUSTRALIA LOCKED BAG	NEW ZEALAND LOCKED BAG	START	CLOSE	DRAW DATE	COVER DATE FOR WINNERS	ON SALE DATE FOR WINNERS	3 MONTH REDRAW	3 MONTH PUBLISH
15-Jul-19	28	PO BOX 72	RESPONSE BAG 500129	8-Jul-19	21-Jul-19	26-Jul-19	26-Aug-19	19-Aug-19	22-Nov-19	23-Dec-19
22-Jul-19	29	PO BOX 70	RESPONSE BAG 500127	15-Jul-19	28-Jul-19	2-Aug-19	2-Sep-19	26-Aug-19	29-Nov-19	30-Dec-19
29-Jul-19	30	PO BOX 71	RESPONSE BAG 500128	22-Jul-19	4-Aug-19	9-Aug-19	9-Sep-19	2-Sep-19	6-Dec-19	6-Jan-20
5-Aug-19	31	PO BOX 72	RESPONSE BAG 500129	29-Jul-19	11-Aug-19	16-Aug-19	16-Sep-19	9-Sep-19	13-Dec-19	13-Jan-20
12-Aug-19	32	PO BOX 70	RESPONSE BAG 500127	5-Aug-19	18-Aug-19	23-Aug-19	23-Sep-19	16-Sep-19	20-Dec-19	20-Jan-20
19-Aug-19	33	PO BOX 71	RESPONSE BAG 500128	12-Aug-19	25-Aug-19	30-Aug-19	30-Sep-19	23-Sep-19	27-Dec-19	27-Jan-20
26-Aug-19	34	PO BOX 72	RESPONSE BAG 500129	19-Aug-19	1-Sep-19	6-Sep-19	7-Oct-19	30-Sep-19	3-Jan-20	3-Feb-20
2-Sep-19	35	PO BOX 70	RESPONSE BAG 500127	26-Aug-19	8-Sep-19	13-Sep-19	14-Oct-19	7-Oct-19	10-Jan-20	10-Feb-20
9-Sep-19	36	PO BOX 71	RESPONSE BAG 500128	2-Sep-19	15-Sep-19	20-Sep-19	21-Oct-19	14-Oct-19	17-Jan-20	17-Feb-20
16-Sep-19	37	PO BOX 72	RESPONSE BAG 500129	9-Sep-19	22-Sep-19	27-Sep-19	28-Oct-19	21-Oct-19	24-Jan-20	24-Feb-20
23-Sep-19	38	PO BOX 70	RESPONSE BAG 500127	16-Sep-19	29-Sep-19	4-Oct-19	4-Nov-19	28-Oct-19	31-Jan-20	2-Mar-20
30-Sep-19	39	PO BOX 71	RESPONSE BAG 500128	23-Sep-19	6-Oct-19	11-Oct-19	11-Nov-19	4-Nov-19	7-Feb-20	9-Mar-20
7-Oct-19	40	PO BOX 72	RESPONSE BAG 500129	30-Sep-19	13-Oct-19	18-Oct-19	18-Nov-19	11-Nov-19	14-Feb-20	16-Mar-20
14-Oct-19	41	PO BOX 70	RESPONSE BAG 500127	7-Oct-19	20-Oct-19	25-Oct-19	25-Nov-19	18-Nov-19	21-Feb-20	23-Mar-20
21-Oct-19	42	PO BOX 71	RESPONSE BAG 500128	14-Oct-19	27-Oct-19	1-Nov-19	2-Dec-19	25-Nov-19	28-Feb-20	30-Mar-20
28-Oct-19	43	PO BOX 72	RESPONSE BAG 500129	21-Oct-19	3-Nov-19	8-Nov-19	9-Dec-19	2-Dec-19	6-Mar-20	6-Apr-20
4-Nov-19	44	PO BOX 70	RESPONSE BAG 500127	28-Oct-19	10-Nov-19	15-Nov-19	16-Dec-19	9-Dec-19	13-Mar-20	13-Apr-20
11-Nov-19	45	PO BOX 71	RESPONSE BAG 500128	4-Nov-19	17-Nov-19	22-Nov-19	23-Dec-19	16-Dec-19	20-Mar-20	20-Apr-20
18-Nov-19	46	PO BOX 72	RESPONSE BAG 500129	11-Nov-19	24-Nov-19	29-Nov-19	30-Dec-19	23-Dec-19	27-Mar-20	27-Apr-20
25-Nov-19	47	PO BOX 70	RESPONSE BAG 500127	18-Nov-19	1-Dec-19	6-Dec-19	6-Jan-20	30-Dec-19	3-Apr-20	4-May-20
2-Dec-19	48	PO BOX 71	RESPONSE BAG 500128	25-Nov-19	8-Dec-19	13-Dec-19	13-Jan-20	6-Jan-20	10-Apr-20	11-May-20
9-Dec-19	49	PO BOX 72	RESPONSE BAG 500129	2-Dec-19	15-Dec-19	20-Dec-19	20-Jan-20	13-Jan-20	17-Apr-20	18-May-20
16-Dec-19	50	PO BOX 70	RESPONSE BAG 500127	9-Dec-19	22-Dec-19	10-Jan-20	27-Jan-20	20-Jan-20	24-Apr-20	25-May-20
23-Dec-19	51	PO BOX 71	RESPONSE BAG 500128	16-Dec-19	29-Dec-19	10-Jan-20	3-Feb-20	27-Jan-20	1-May-20	1-Jun-20
30-Dec-19	52	PO BOX 72	RESPONSE BAG 500129	23-Dec-19	5-Jan-20	17-Jan-20	10-Feb-20	3-Feb-20	8-May-20	8-Jun-20

14. The winners' will be notified by mail and names of all winners excluding Issue 47 will be published in New Idea magazine on-sale [refer to date schedule at Clause 13] respective. Issue 47 will be available online via www.newidea.com.au by **09/12/2019**
15. Prizes will be sent within 6 weeks of being published.
16. The Promoter may conduct such further draws [refer to date schedule at Clause 13] 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 in New Idea magazine on sale [refer to date schedule at Clause 13].

Prize on offer

17. **Total competition prize value is $25,000.**
18. Total prize value is $1,000 each week, in **25 weekly draws**. Each weekly draw comprises of **6 x $100 cash and 8 x $50 cash.**
19. 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.
20. 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

21. The Promoter (subject to State and Territory Legislation) reserves the right to amend, cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affect the administration security, fairness, integrity or proper conduct of this competition. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition.
22. The Promoter and their associated agencies and companies is not liable or responsible for any problems or technical malfunction of any telephone network or lines, computer on line systems, servers, or providers,

computer equipment, software, technical problems of the phone or of any phone network, or any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur during the draw; whilst undertaking any travel won on or connected with their entry into the draw; in the participation in any prize; as a consequence of late, lost or misdirected mail, email or phone call; 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; any injury or damage to entrant's or any other person's computer software or phone; or any combination thereof, related to or resulting from participation or sending or receiving of any communication or of any materials in this competition.

23. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
24. All competition entries must be able to be posted to and received at the post office box address supplied for the particular competition. No hand delivered or bulky entries will be accepted upon receiving at the Promoters premises for any competition, unless otherwise stated herein. Mail entries that contain any objects that have not been requested by the Promoter (such as backing cards or excess paper) will not be accepted. Any entries that do not follow these requirements will be deemed invalid and will not be received by the Promoter or its agents. The Promoter and its agents take no responsibility whatsoever for such entries that do not follow these prescribed guidelines. The Promoter advises entrants not to send entries to the Promoter's street address as these entries may be deemed invalid.
25. The promoter highly recommends a DL-sized (business) envelope is used in submitting postal entries. Entries sent via Registered mail will not be guaranteed entry into the competition due to increased sorting, handling and storage required by Australia Post. Entries sent in smaller unique envelopes are known to have issues when being sorted electronically by Australia Post. The Promoter also encourages competition entrants to clearly write on their envelope the full name and address of the competition they are entering for ease of processing by Australia Post and therefore entry into the competition.
26. 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.
27. 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.
28. 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.
29. 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.
30. 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.
31. The Promoter reserves the right to request winners to sign a winner's deed of release or any other relevant forms or agreements that the Promoter deems necessary, to provide proof of identity, proof of age, proof of residency at the nominated prize delivery address and/or proof of entry validity (including phone bill) in order to claim a prize. Proof of identification, residency, age and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
32. The Promoter reserves the right to redraw in the event of an entrant, claiming to be a winner, being unable to satisfy these Terms and Conditions.
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.

Copyright, Statutory guarantees, Waiver and liability

34. 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.
35. In participating in the prizes, the winners agree to participate and co-operate as required in all editorial activities relating to the Competition, including but not limited to being interviewed and photographed. The winners (and their companions) agree to granting the promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide, including online social networking sites, and the winners (and their companions) will not be entitled to any fee for such use.
36. Prize winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of that prize.
37. 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.
38. 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.

39. **Authorised under**
NSW Permit No. LTPS/19/34397; ACT Permit No. TP 19/03262; SA Licence No. T19/703.