

“NINE PICKLE AUSTRALIA’S FUNNIEST PHONE VIDEO” PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents aged 18 years or older.
3. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto 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.
4. Promotion commences 11:00am AEST on 27/09/18 and closes 11:59am AEDT on 09/11/18 (“Promotional Period”).
5. To enter, eligible entrants must, during the Promotional Period, visit <https://pickle.nine.com.au/AFPV>, locate the promotional entry form, complete all requested details including full name, contact number, a valid and current email address, residential suburb and State, and upload a funny video (“Video”), and submit the completed form.
6. Videos must be no longer than 30 seconds in length and must be in MP3, MP4 or Video format. Videos must be recent and have not featured previously on any broadcast of any program on Nine Network Australia.
7. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
8. Incomplete or indecipherable entries will be deemed invalid.
9. Only one (1) entry permitted per person.
10. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
11. The judging will take place at 24 Artarmon Road, Willoughby NSW 2068 on 12/11/18 at 12 midday AEST. The judges may select additional reserve

entries that they determine to be the next best, and record them in order of merit, in case of an invalid entry or ineligible entrant. The winner will be notified by telephone and email and published 01/2/18 on <https://pickle.nine.com.au/AFPV>.

12. This is a game of skill and chance plays no part in determining the winner. Each entry will be individually judged based on humour, artistic and creative merit of the photograph provided by each entrant.
13. The Promoter's decision is final and no correspondence will be entered into.
14. The best one (1) entry as determined by the judges, will win \$1,000.00.
15. If for any reason the winner does not take a prize by the time stipulated by the Promoter, then the prize will be forfeited.
16. If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification.
17. Total prize pool value is \$1,000.00. Prizes are not transferable.
18. Cash prize will be awarded into the winner's nominated bank account.
19. Entrants agree that they are fully responsible for the Videos they submit via the promotion. The Promoter shall not be liable in any way for such Videos to the full extent permitted by law. The Promoter may remove or decline to broadcast any Videos without notice for any reason whatsoever. Entrants warrant and agree that:
 - (a) they will not submit any Video that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for broadcast;
 - (b) their Video shall not contain viruses or cause injury or harm to any person or entity;
 - (c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Video;
 - (d) the Video is the original work of the entrant that does not infringe the rights of any third party, and the entrant will obtain full prior consent from any person who has jointly created or has any rights in the Video to the uses contemplated by these Terms and Conditions, and the Video does not infringe the rights of any third party;
 - (e) they consent to any use of the Video which may otherwise infringe the Video creator's/creators' moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant that they have the full authority to grant these rights; and
 - (f) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy,

publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.

20. As a condition of entering this promotion, each entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their Video for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.
21. It is a condition of entering the promotion that entrants consent to the Promoter (or its agents or licensees) using the entrant's name, as well as the name, likeness, image and/or voice (including any recording, photograph and film of the same) in the event they are a winner, without remuneration during the broadcast of any program on Nine Network Australia for unlimited runs for the purpose of promoting or conducting the competition. The inclusion of any material containing the entrant's name, likeness, images and/or voice (including but not limited to creative control of the feature) will remain with the Promoter at all times and the Promoter is under no obligation to use such material.
22. If this 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, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
23. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
24. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States 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.
25. 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) if any appearance of Charlie Sheen is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a winner or entrant; or (g) use of a prize.

26. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at https://login.nine.com.au/privacy?client_id=9nowweb. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. Personal information collected from entrants will not be disclosed to any entity located outside of Australia.
27. The Promoter is Nine Network Australia Pty Limited, ABN 88 008 685 407 of 24 Artarmon Rd, Willoughby, NSW 2068. You can contact the Promoter in relation to the promotion by mail to this address or by telephone to (02) 9906 9999.