

## **“AFL FOOTY SHOW BACK UP THE TRUCK” PROMOTION**

### **TERMS AND CONDITIONS**

1. Information on how to enter and the prize(s) 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 VIC residents aged 18 years and over.
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 1<sup>st</sup> cousin.
4. Promotion commences 8:30pm AEST on 10/08/17 and closes 9:00am AEST on 18/09/17 (“Promotional Period”).
5. To enter, eligible entrants must, during the Promotional Period, visit [www.9now.com.au/afl-footy-show](http://www.9now.com.au/afl-footy-show), locate the promotional entry page, fill-in the entry form including their full name, contact number, age, occupation, valid and current email address, residential address, and an answer to the question in 35 words or less “Why do you deserve a knock on the door from The Footy Show?” and submit the completed entry form.
6. By entering this competition, the entrant represents and warrants that they do not have any criminal convictions or criminal record and have not undertaken any past act or conduct which could affect the reputation of the competition or the Promoter.
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 Level 6, 717 Bourke Street, Docklands VIC 3008. There will be six (6) rounds of judging for this promotion. Entries close for each round at 9:00am AEST each Monday between 14/08/17 and 18/09/17 inclusive. Judging for each round will occur at 9:30am on the same day. The judges will select one additional reserve entry that they determine to be the next best in each round, in case the original entrant fails to complete the process set out in clauses 13 and 14 below. Non-winning entries in each round will be entered into any subsequent rounds.
12. This is a game of skill and chance plays no part in determining the winners. Each entry will be individually judged based on literary and creative merit of the answer provided to the promotional question.
13. The Promoter's decision is final and no correspondence will be entered into.
14. The best valid entry in each round, as determined by the judges, will receive a surprise knock on the door at their residence and will be given the opportunity to answer three (3) questions ("Promotional Visit"). Each Promotional Visit will take place between 8:30pm – 10:00pm each Thursday between 17/08/17 and 21/09/17 inclusive, during the broadcast of the AFL Footy Show ("Program"). The three (3) questions to be answered will be based on the Program broadcast that evening, and the entrant will have to answer all three (3) questions correctly in order to be awarded the prize.
15. The entrant must be home during the above hours and on the above dates to be eligible to receive the Promotional Visit. In the event the entrant does not answer the door, or does not answer the questions correctly, they will be disqualified and the Promoter will then attempt a Promotional Visit on the reserve entrant, who will be subject to the same process.
16. In the event the reserve entrant does not answer the door, or does not answer the questions correctly, the prize will not be awarded for that round and may, in the absolute discretion of the Promoter, be included in the next round's prize.
17. Each entrant that successfully completes the process outlined above will win a prize package. The exact contents of the prize package will be determined by the Promoter in its absolute discretion and will have a minimum total value of \$5,000 and a maximum total value of \$15,000 in each round.
18. All prizes must be taken as is, and will not include installation or any set up, where applicable. Prizes are subject to the terms and conditions of individual prize and service providers, where applicable.
19. In addition, each entrant that successfully completes the process outlined above will also receive the opportunity to attend the filming of the Program on 28/09/17 and participate in a game ("Game") for the chance to win a 2017 MY Lexus CT 200h F Sport, with automatic CTV transmission valued at \$53,500 at the time of this agreement including registration, compulsory third party

insurance, stamp duty and dealer delivery charges (which may vary from State by State). Additional insurance, options, petrol and all other ancillary costs are the responsibility of the winner. The vehicle cannot be substituted for cash.

20. Participants in the Game must follow the reasonable directions of the Program producers at all times. The details of the Game will be communicated to all participants prior to the start of the Game to ensure they understand the rules and requirements. If any participant elects not to participate in the Game they forfeit their opportunity to win the vehicle prize.
21. Total prize pool value is up to \$143,000.00.
22. Each entrant warrants that their entry is an original literary work of the entrant that does not infringe the rights of any third party. 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 entry 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.
23. 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) without remuneration during the broadcast of any Program for unlimited runs by the Nine Network Australia for the purpose of conducting the competition and/or broadcasting the Program. The inclusion of any material containing the entrant's name, likeness, image 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.
24. It is a condition of accepting a prize that a winner agrees to be interviewed, photographed and filmed at any time by the Promoter or their agents during the acceptance of their prize or participation in the Game for a story or feature on this promotion to be developed and featured on the Nine Network (or any other form of media it deems suitable) without further remuneration or reference to the entrant. Details may feature on Nine Network on a date to be determined by the Promoter. The inclusion of any such feature (including but not limited to creative control of the feature) will remain with the Promoter at all times.
25. 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.

26. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
27. 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.
28. 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; (f) if any Program broadcast is cancelled or rescheduled due to any reason beyond the control of the Promoter; or (g) use of any prize.
29. The Promoter will collect entrants' personal information in connection with this promotion and will use and handle the personal information in accordance with these Terms and Conditions and the Promoter's Privacy Policy at [https://login.nine.com.au/privacy?client\\_id=9nowweb](https://login.nine.com.au/privacy?client_id=9nowweb).
30. 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.