"TODAY SHOW IKEA" 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. Entrants under the age of 18 must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion.
- 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 5:30am AEST on 16/09/19 and closes 9:00am AEST on 20/09/19 ("Promotional Period").
- 5. To enter, eligible entrants must, during the Promotional Period, visit <u>www.todayshow.com.au</u>, locate the promotional entry form, complete all requested details including, full name, contact number, a valid and current email address, postcode, and send in a photo of their bedroom and "tell us in 25 words or fewer why it needs a makeover thanks to IKEA?" and submit the completed form.
- 6. 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.
- 7. Incomplete or indecipherable entries will be deemed invalid.
- 8. Multiple entries permitted. Entries must be unique.
- 9. 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.

- 10. The judging will take place at 24 Artarmon Road, Willoughby NSW 2068 on 20/09/19 at 9:30am 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 winners will be notified by telephone or email.
- 11. 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 to the promotional question and photo provided by each entrant.
- 12. The Promoter's decision is final and no correspondence will be entered into.
- 13. The best five (5) valid entries, as determined by the judges, will each win a \$5,000 IKEA gift card.
- 14. Any ancillary costs associated with redeeming any Gift Card are not included. Any unused balance of any Gift Card will not be awarded as cash. Redemption of a Gift Card is subject to any terms and conditions of the issuer including those specified on the Gift Card. Gift Cards valid for two (2) years from date of issue.
- 15. If for any reason a winner does not take a prize (or an element of a prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
- 16. 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.
- 17. Any prize won by a winner aged under 18 will be awarded to the winner's parent/guardian on their behalf.
- 18. Total prize pool value is \$25,000. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
- 19. 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.
- 20. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any

outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

- 21. 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.
- 22. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
- 23. 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.
- 24. 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.
- 25. 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.
- 26. 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.