**KIDS WB**

**ARTWORK – GAME OF SKILL**

**Terms and Conditions**

By entering the Kids’ WB Artwork competition (“the Competition”), you are agreeing to the following terms and conditions:

1. Information on how to enter forms part of the terms and conditions. Entry into this Competition is deemed acceptance of these terms and conditions of entry.

**WHO CAN ENTER?**

1. The Competition is open to all residents of Australia, except employees of the Promoter and their immediate families and all companies and agencies associated with this Competition. Entrants under the age of 18 must seek parental or legal guardian consent to enter.

**HOW TO ENTER**

1. The Competition commences on 8th January 2018 at 09:00 AEDT and concludes on 31st December 2018 at 09:00 AEDT (“the Competition Period”).
2. To enter entrants must post in a creative piece of artwork (including, but not limited to letter, poem, story, joke, drawing, painting, craft activity, or other similar creative piece) to the Kids’ WB show. The entry must be sent during the Competition Period to:

KIDS WB

Artwork

GPO Box 9,

Melbourne VIC 3001.

Entrants must also supply their full name, age, address, and daytime contact number.

AND the entry must not be, without limitation:

1. late;
2. delayed;
3. incomplete;
4. incomprehensible;
5. unlawful;
6. obscene;
7. defamatory;
8. discriminatory;
9. libellous;
10. threatening;
11. pornographic;
12. harassing;
13. hateful;
14. racially or ethnically offensive;
15. capable of encouraging of conduct that would be considered a criminal offence;
16. capable of violating any law;
17. capable of giving rise to civil liability.
18. Entries must be received within the Competition Period.
19. All entries are deemed to be received at the time of receipt by the Promoter and NOT at the time of transmission by the entrant.
20. Multiple entries permitted, subject to the following: each entry must be submitted separately and in accordance with entry requirements and must be substantially unique.
21. Entry details remain the property of the Promoter and will not be returned to the entrant. Entrants agree to grant the Promoter a perpetual and non-exclusive licence to use, distribute, broadcast and sub-licence their entries in all media worldwide and acknowledge that they will not be entitled to any fee for such use. The promoter is entitled to amend, edit, select, crop, retouch, add to or delete from any part of the submitted entry.
22. All entries must be:
    1. the original independent creation of the entrant;
    2. owned by the entrant; and
    3. free of any claims, including copyright or trade mark claims by other parties.
23. The entrant warrants to the Promoter that the entry submitted is an original artistic work of the entrant that does not infringe the rights of any third parties. If the entry or any part of the information provided to the entrant in relation to the entry was provided by a third party, the entrant warrants that they have obtained the relevant copyright permission to submit the entry for the purposes of this promotion. The entrant agrees to indemnify the promoter against all claims and costs by third parties arising from a breach of the warranty set out in this condition.
24. If entering a clip/ photograph/ entry which includes an individual who is not the entrant, the entrant agrees that they have obtained permission from the individuals appearing in the clip (including if the individual is a child – the child’s parent or legal guardian).
25. The Promoter reserves the right to verify the validity of entries at anytime during or after the Competition Period, and reserves the right to disqualify any entrant who tampers with the entry process (including but not limited to tampering by way of the utilisation of techniques designed to avoid the payment of postage costs) or who submits an entry that is not in accordance with these Terms and Conditions. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
26. The Promoter is neither responsible nor liable for late, lost or misdirected entries, or entries not received by the Promoter for any reason whatsoever. No responsibility will be taken by the promoter in the event that the original entry is lost or damaged in editing.

**PRIZES**

1. For each Judging Period, there will be one (1) major prize winner and three (3) minor prize winners. Winners will receive the relevant prize packages detailed below.

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| **Number** | **Full Details** | **RRP incl. GST**  **($AUS)** |
| 1 | 1 x Major Prize will be awarded to the major prize winner | up to $100 |
| 3 | 1 x Minor Prize will be awarded to each of the 5 minor prize winners | up to $20 |
| **TOTAL MAXIMUM PRIZE POOL VALUE IN EACH JUDGING PERIOD** | | up to $200 |

1. The total maximum prize pool for the entire Competition is valued at up to $10,000 (which may vary depending on the prizes chosen for the Individual Competition Periods by the Promoter).
2. The prize values of the Major Prizes and Minor Prizes may vary between Judging Periods depending on the prizes chosen for each particular Judging Period by the Promoter.
3. If an element of the prize consists of travel, an event, concert or other similar prize outlined above is, for any reason, cancelled, postponed, rescheduled or not available, that element of the prize will be considered as forfeited and no cash alternative offer will be awarded in lieu of the prize.
4. All prizes must be taken as offered. The prize, or any unused portion of the prize, is not transferable, exchangeable and cannot be redeemed as cash. The prize is not valid in conjunction with any other offer.
5. Unless specified otherwise, the winner (and their companions if applicable) are responsible for all expenses including, without limitation, spending money, meals (unless specified), drinks, transfers (unless specified), activities (unless specified), incidentals, energy surcharges, gratuities, services charges, and all other ancillary costs.
6. The prize does not include any installation or set-up (if applicable).
7. It is a condition of accepting the prize that a winner must comply with all the conditions of use of the prize and the prize supplier’s requirements (as applicable).
8. It is a condition of accepting a prize that a winner agrees to participate in and cooperate with all reasonable media editorial requests, including but not limited to, being interviewed, photographed and filmed and that winner grants the Promoter a perpetual, non-exclusive license to use such footage and photographs in all media worldwide and that winner will not be entitled to any fee for such use. The inclusion of any such footage or photographs (including but not limited to creative control of the feature) will remain with the Promoter at all times.
9. Prize winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of their prize.
10. It is a condition of accepting the prize that the prize winners (and their companions if applicable) may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.

**JUDGING**

1. During the Competition Period, there will be individual judging periods at **09:30 AEST/AEDT on each Tuesday and Friday** that is a working day of every week (each, a “Judging Period”). All valid entries received within the Competition Period prior to a Judging Period (excluding those that have already been judged winners in any prior Judging Period) will be submitted for judging in that Judging Period. For the avoidance of doubt, if a valid entry is not judged to be a winner in a Judging Period, it will be included in the pool of valid entries in the subsequent Judging Period. Judging will take place by a panel of judges appointed by the Promoter at the Promoter’s premises.
2. The one (1) entrant whose entry is judged to be the most creative and original out of all valid entries received in a Judging Period will be deemed the major prize winner and awarded the Major Prize. The three (3) entrants whose entries are judged to be the next most creative and original out of all valid entries received in a Judging Period will be deemed the minor prize winners and each awarded the Minor Prize.
3. The Competition is a game of skill and chance plays no part in determining the winner.
4. The prize winners will be notified by telephone and in writing using the contact details given in their entry.
5. Each entry will be individually judged based on its literary, creative merit and suitability in light of the Competition. The judges’ decision in relation to any aspect of the Competition will be final and no correspondence will be entered into regarding the result. 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. In such circumstances, an additional judging will be conducted.
6. The Promoter’s decisions in relation to all aspects of this Competition are final and binding on all who enter and no correspondence will be entered into.
7. The Promoter will make all reasonable efforts to contact the winners. If the Promoter has not been able to contact the winner within 3 months of the determination date, or for any reason a prize remains unclaimed for 3 months after the determination date, the relevant winner’s entry will be deemed invalid and the next best and most popular valid entry as determined by the judges will be deemed an “Unclaimed Prize Winner”. The Unclaimed Prize Winner will be contacted by telephone and in writing.

**SPECIAL CONDITIONS OF ENTRY**

1. If your entry is selected as a winning entry, validation of your circumstances/ the validity of your entry will be undertaken by the Promoter. Method of validation (without limitation) will be determined by the Promoter in its complete discretion. If the winning entry is deemed to be a winner, the winner will be notified as per the terms and conditions herein. In the event that the Promoter requests the entrant to sign any legal documents relating to the verification of their medical circumstance, the legal documents will take the form determined by the Promoter.
2. The Promoter reserves the right to request the winner to provide proof of age and identity. Identification considered suitable for verification is at the discretion of the Promoter.
3. If the winner is under the age of 18 years, the prize will be awarded to the winner’s parent or legal guardian on behalf of the winner. It is the responsibility of the winner’s parent/legal guardian to prove their parental status/ legal guardianship at the time of winner notification. In the event that for any reason whatsoever a person/s mistakenly represents themselves to be a winners parent and/or legal guardian, then that person will be liable for all costs associated with relocating and/or re-awarding the prize (including but not limited to and administrative fees incurred by the Promoter). Where relevant, the Promoter is only responsible for ensuring that the prize is awarded to a person who is either a parent or legal guardian of the winner. The Promoter is not responsible for determining any other delivery details or taking direction that relates to any ongoing family law negotiations and/or determinations. These are the responsibility of the winner and their respective parent/s and/or legal guardian/s.
4. If for any reason this competition is not capable of running as planned (including but not limited to) technical failures, unauthorised intervention, fraud or any other causes beyond the control of the Promoter which corrupts or affect the administration, security, fairness, integrity or proper conduct of this competition, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, and, subject to any written directions given by the various Lottery Departments, to cancel, terminate, modify or suspend the competition.

**LIABILITY AND RELEASE**

1. Except for any liability that cannot be excluded by law, the Promoter and its related entities (including theirs 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 Competition, including, but not limited to, where arising out of the following: (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 conditions of entry; (e) any tax liability incurred by a winner or entrant; (f) participation in the Competition and/or (g) redemption of the prize.
2. The Promoter and its related entities (including theirs officers, employees and agents) will take no responsibility for defective prizes or prizes damaged or lost in transit, or late, lost or misdirected mail.

**PERSONAL INFORMATION**

1. 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>.

**PROMOTER**

1. 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 Competition by mail to this address or by telephone to (02) 9906 9999.
2. Subject to state permit authority restrictions, the Promoter may amend these Terms and Conditions in its absolute discretion.