

<b>Show</b>	KIDS WB	<b>Promotion</b>	Win a Family Holiday to the Gold Coast!		
<b>Service Provider</b>	N/A	<b>Version</b>	2015.01	<b>Date</b>	20/11/2015

## KIDS WB – ‘Win a Family Holiday to the Gold Coast’ – GAME OF SKILL

### CONDITIONS OF ENTRY

- 1) Information on how to enter forms part of the terms and conditions. Entry into this promotion is deemed acceptance of these terms and conditions of entry.
- 2) The promotion is open to all residents of Australia, except employees of the Promoter and their immediate families and all companies and agencies associated with this promotion.
- 3) If the entrant is under the age of 18 years, the entrant must have prior parental or legal guardian consent to enter. Any winner under the age of 18 years must (when the winner is announced) nominate an adult to accept the prize on their behalf. 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.

**Email:** To enter email [kidswb@nine.com.au](mailto:kidswb@nine.com.au) and tell us in 25 words or less **‘If you could name a roller coaster what would you call it and why?’** The most creative entry will be deemed the winner. Entrants must also supply their full name, age, address and daytime contact number.

AND the entry must not be, without limitation:

- a) late;
  - b) delayed;
  - c) incomplete;
  - d) incomprehensible;
  - e) unlawful;
  - f) obscene;
  - g) defamatory;
  - h) discriminatory;
  - i) libellous;
  - j) threatening;
  - k) pornographic;
  - l) harassing;
  - m) hateful;
  - n) racially or ethnically offensive;
  - o) capable of encouraging of conduct that would be considered a criminal offence;
  - p) capable of violating any law;
  - q) capable of giving rise to civil liability.
- 4) The Promoter reserves the right to verify the validity of entries at anytime during or after the promotional 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

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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.

- 5) For the removal of doubt, the entrant will be deemed to be the person who submitted the entry. The Promoter's decisions in relation to all aspects of this promotion are final and binding on all who enter and no correspondence will be entered into.

#### THE PROMOTION PERIOD

- 6) The promotional period commences on Sunday 22 November at 06.30am AEDST 2015 and final entries close Friday 27 November at 09:00pm AEDST 2015 (the Promotion Period).
- 7) 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.
- 8) The Promoter accepts no responsibility for late, lost or misdirected entries, or entries not received by the Promoter for any reason whatsoever. Entrants should not send in original copies of their entries. No responsibility will be taken by the promoter in the event that the original entry is lost or damaged in editing.
- 9) Multiple entries permitted, subject to the following: each entry must be submitted separately and in accordance with entry requirements and must be substantially unique
- 10) Each valid entry received during the Promotion Period will be submitted for judging. Judging will take place at the Promoter's premises on Monday 30 November 2015 at 11:00am AEDST. Judging will be done by a panel of judges appointed by the Promoter. The best entry will be deemed the winner and will receive the major prize. The winner will be notified by telephone and in writing.
- 11) Each entry will be individually judged based on its literary, creative merit and suitability to the promotion. The judges' decision in relation to any aspect of the competition will be final and binding on every person who enters. No correspondence will be entered into.

#### USE OF ENTRIES

- 12) 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.
- 13) The Promoter is entitled to use any of the entries submitted in any manner and for any purpose at its absolute discretion, including using the entries for future promoters publications, future broadcasts, promotional, marketing and publicity purposes without any further reference or payment or other compensation to the entrant. The promoter is entitled to amend, edit, select, crop, retouch, add to or delete from any part of the submitted entry.
- 14) Entries must not be offensive, defamatory or racist. Any entry which the judges deem inappropriate will be invalid. The entrant agrees to indemnify the Promoter.

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15) This promotion is being conducted for entertainment purposes only.

#### THE PRIZES

The best entry as determined by the judges in accordance with clause 11 will be deemed the prize winner and will win:

- Four (4) return economy airfares for a family of four (2 adult, 2 children) from the winner's nearest capital city to Coolangatta airport valued at up to **\$3,500** (depending on the point of departure). This component of the prize is excluded if winner resides in Queensland.

- Three (3) nights' accommodation at Sea World Resort and Water Park for four (4) people valued at up to **\$1035.00**.

- Four (4) 21 day holiday passes for Warner Bros. Movie World, Sea World, and Wet 'n' Wild Water World valid until the 30th of June 2016 valued at **\$396.00**.

The total prize pool is valued at **\$4,931.00**.

- 16) Prizes do not include any ancillary costs associated with redeeming the prize. These are the responsibility of the winner.
- 17) 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. The prize is valued in Australian dollars. The Promoter accepts no responsibility for any variation in the prize value. 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.
- 18) The airfares component of the prize does not include any flights from Queensland.
- 19) The 21 day holiday passes for Warner Bros. Movie World, Sea World, and Wet 'n' Wild Water World are valid until 30 June 2016. No extension of the validity date will be permitted.
- 20) All components of the prize are subject to availability at the time of booking. The prize cannot be claimed for Saturday nights, public holidays, gazette school public holiday periods in Australian state or territory and Gold Coast 600 period as defined by Sea World Resort.
- 21) The winner must provide a notice of intent to travel to the Promoter at least 30 days prior to the winner's proposed travel dates.
- 22) The winner (and their companions) are responsible for all other expenses including spending money, meals (unless specified), drinks, transfers (unless specified), laundry charges, activities (unless specified), incidentals, energy surcharges, gratuities, services charges and all other ancillary costs. The cost of any travel insurance is the responsibility of the winners and their prize companions. It is highly advisable that the winner and their prize companion take out travel insurance.
- 23) It is a condition of accepting the prize that the winner may be requested to present their credit card or a cash deposit upon arrival at any accommodation to cover all incidentals they may incur during their stay.

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- 24) Four (4) flights must be utilized at the same time, for the same travel dates, to and from the same destination. The air tickets are available on regular scheduled services of each airline and subject to seasonal embargos. Flight itinerary may have to be adjusted depending on the airlines departure city and their current flight schedule. All travel is subject to availability at all times. Winners and their prize companions are responsible for any amendment fees issued by airlines or suppliers once booking is confirmed and ticketed. Travel suppliers/airlines to be chosen at Promoter's discretion. Frequent flyer points are not available from any airline.
- 25) It is the responsibility of the winners and their prize companions to ensure they are checked in for their flights, and arrive at the airport, at the time specified by the relevant airline carrier. The Promoter is not responsible for any costs associated with the winners and their prize companions missing any of their flights.
- 26) Transport to and from departure point including but not limited to additional Domestic airfares if required, any additional meals, any extra sightseeing or activities, any additional accommodation, personal spending money, and all other ancillary costs, as well as obtaining any of these, are the responsibility of the winner and their travel companions. Prize also excludes medical expenses, items of a personal nature, beverages, optional tours not outlined, laundry, telephone calls, additional nights, room upgrades or other ancillary costs associated with redeeming the prize other than those specified. These costs and expenses are the responsibility of the winner. Any extension to the duration of the prize is at the winner's sole expense and subject to availability at the time of booking. For the removal of doubt, taxes for domestic travel are included in the prize winning domestic airfares provided by the Promoter.
- 27) All elements of the prize are subject to availability with no cash alternative and the prize package is non-transferable and non-refundable. Winner(s) cannot change, vary, substitute or extend any element of the prize (in whole or in part).
- 28) If winner is unable to fulfill prize during time period, winner forfeits the prize package with no compensation or further liability of the promoter.
- 29) If the prize or portion of 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.

**GENERAL CONDITIONS**

- 30) The Promoter reserves the right to ask a prize winner to provide proof of identity and proof of residency at the nominated prize delivery address. Identification considered suitable for verification is at the discretion of the Promoter.
- 31) The Promoter reserves the right to verify, at any time during or after the closing of the promotion, the validity of all entries (including but not limited to an entrants name, medical condition if relevant to their entry, age, etc) and to disqualify any entrant who is (without limitation) deemed to have an invalid entry, who tampers with the entry process, including techniques designed to in any way hindered the fair and proper administration of this promotion (not including instances where each individual entry is deemed to be a legitimate entry for the purposes of this promotion). In the event the Promoter deems an entry to be invalid and could in some way be connected to other entries by the same entrant (or is unidentifiable as to whether that particular entry is in fact a valid entry, the Promoter reserves the right (with reference to all relevant state and territory regulations) to request to see proof

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of validity of all of that entrants entries and then, if unsatisfied with the validity of all of those entries either deem some or all of that entrants entries invalid. Determination of this will be made by the Promoter in its complete discretion (with reference to relevant state and territory regulations).

- 32) Prize winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to the acceptance of the prize.
- 33) No compensation will be payable if the winner is unable to use the prize as stated and awarded. The Promoter reserves the right to substitute the prize or any element thereof for a prize or similar element of comparable value.
- 34) The Promoter reserves the right to ask any prize winner to sign a release as a condition of accepting their prize.
- 35) If a prize winner is disqualified in accordance with these terms and conditions, the Promoter reserves the right to award the prize to another entry from the same episode as determined by the Promoter at its absolute discretion.
- 36) If for any reason this promotion is not capable of running as planned for reasons beyond the control of the Promoter, the Promoter may take any action available, including to cancel, terminate, modify or suspend the promotion, subject to any direction given under the relevant Lottery and Gaming Regulation and state/territory permit regulation.
- 37) All prizes must be taken as offered. The prizes are valued in Australian dollars. The Promoter accepts no responsibility for any variation in prize value.
- 38) Except for any liability that cannot be excluded by law, the Promoter (including its 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.
- 39) The Promoter and their respective agencies and companies associated with this promotion take no responsibility for prizes damaged in transit.
- 40) It is a condition of accepting the prize that the winner agrees to be interviewed, photographed and/or filmed at any time before, during and after the acceptance of the prize by the Promoter or their agents. Contact filmed and then featured will be determined by the Promoter. There is no obligation upon the Promoter or to use such images or footage but if the Promoter elects to do so, the winner consents to the Promoter using their name, likeness, image and/or voice in any media for the purpose of promoting this competition, (including any outcome), the Promoter itself, for an unlimited period of time without remuneration.
- 41) Entries will not be returned to any entrant. As a condition of entering into this promotion, each entrant agrees to assign all of their rights, title and interest in and to their entry to the Promoter. Each entrant warrants to the Promoter that (a) each photograph/ clip/ material /

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entry submitted is an original artistic work of the entrant which does not infringe the rights of any third party, (b) if entering a clip/ photograph/ entry which includes an individual who is not the entrant, the entrant has obtained permission from the individuals appearing in the clip (including if the individual is a child – the child’s parent or legal guardian. 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. The promoter is entitled to amend, edit, select, crop, retouch, add to or delete from any part of the submitted entry and to use any of the entries submitted for any purposes at its discretion, including for any future promotion, marketing and publicity purposes.

- 42) The Promoter collects entrants’ personal information in order to conduct the promotion. If the information requested is not provided, the entrant may not participate in the promotion. By entering the promotion, unless otherwise advised, each entrant also agrees that the Promoter may use this information, including the entry itself, in any media for future promotional, marketing and publicity purposes without any further reference, payment or other compensation to the entrant, including sending the entrant electronic messages. Entrants’ personal information may be disclosed to State and Territory lottery departments and winners’ names published as required under the relevant lottery legislation. A request to access, update or correct any information should be directed to the Promoter at their address set out below.
- 43) The collection, use and disclosure of personal information in connection with this Promotion is governed by the Promoter’s Privacy Notice and these Terms and Conditions.
- 44) The Promoter is: Nine Network Australia Limited, ABN: 88 008 685 407 of 24 Artarmon Road, Willoughby NSW 2068. You can contact Nine in relation to the Promotion by mail to this address or by telephone on (02) 9906 9999.