

## **“MILLIONAIRE HOT SEAT” 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 Australian 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 5:00pm AEST on 06/05/19 and ends 11:59pm AEST on 09/05/19 (“Promotional Period”). During the Promotional Period there will be four (4) distinct periods of entry, with each entry period commencing from 5:00pm AEST each night between 06/05/19 and 09/05/19 and ends each night at 11:59pm AEST between 06/05/19 and 09/05/19 inclusive (each an “Entry Period”).

To enter, eligible entrants must, during each Entry Period, visit <https://www.9now.com.au/millionaire-hot-seat> locate the promotional entry page, fill-in the entry form including their full name, contact number, valid and current email address, suburb and state and an answer to the question in 25 words or less “What you would do with \$1 million dollars, if you had to spend it all in one day”? and submit the completed entry form.

5. 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.
6. Incomplete or indecipherable entries will be deemed invalid.
7. Multiple entries permitted, subject to the following: (a) each entry must be substantially unique; and (b) each entry must be submitted separately and in accordance with entry requirements.
8. 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.

9. The judging for entries received in each Entry Period will take place each morning at 9:00am AEST between 07/05/19 and 10/05/19 inclusive, at 717 Bourke Street, Docklands VIC 3008. Non-winning entries will be rolled over into each judging period.
1. 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.
2. The winner of each Entry Period will be announced during each Program broadcast between 07/05/19 and 10/05/19 inclusive.
3. The Promoter's decision is final and no correspondence will be entered into.
4. The best one (1) valid entry in each Judging Period, as determined by the judges, will each win \$2,500.
5. Total prize pool value is \$10,000. Prizes are not transferable or exchangeable.
6. Prize will be awarded to the winner's nominated bank account.
7. 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.
8. 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.
9. 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.
10. 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.

11. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
12. 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.
13. 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) any prize.
14. 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](https://login.nine.com.au/privacy?client_id=9nowweb).
15. 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.