

# “TODAY SHOW’S MEGA CASH-A-ROO” PROMOTION

## TERMS AND CONDITIONS

### PARTICIPATION

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. Entrants under 18 years old 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 1<sup>st</sup> cousin. **Entrants who have won a prize in any “Today Show Mega Cash” or “Today Show Block Of Cash” promotion conducted by the Promoter in the previous 12 months are also ineligible to enter.**

### HOW TO ENTER

4. Promotion commences 05:30am AEST 15/09/17 and closes 11:59pm AEDT 12/10/17 (“Promotional Period”).
5. To be eligible to enter, entrants must register their participation in the promotion during the Promotional Period. Participation can be registered via:
  - (a) 1-90 Call: Entrants can call and register their full name, full address, code word and a telephone number they will be able to be contacted on during the time stipulated in Table A to 1902 555 901. 1-90 entry cost per call is 55c including GST. Calls from mobiles and pay phones may attract a higher rate. 1-90 service provider is Mercury.
  - (b) SMS: Entrants can text their full name, code word and full address to 199 55 901. Entrants only need to submit a phone number that they can be contacted on if it differs from the mobile phone used to send the SMS to register. SMS entry cost per message is 55c including GST. The SMS entry mechanic is only open to consumers with a SMS compatible mobile phone connected to a service

provider that permits text messaging to the promotional SMS number. It is recommended that entrants check with their individual service provider in this regard. Premium SMS Service Provider is Mercury. Helpline number 1300 914 815. NOTE: by entering the promotion via SMS an entrant consents to the Promoter using their personal details for the purposes of sending one (1) mobile terminated (MT) reply message which includes a confirmation of their entry in the promotion.

- (c) Smartphone Transaction: Entrants can visit [enter9.tv/today](http://enter9.tv/today) and click on the Today Show's Mega of Cash Giveaway link and select the option they prefer (number of entries – 1 entry for \$0.55, 2 entries for \$1.05, 5 entries for \$2.50, 10 entries for \$4.50 or 25 entries for \$9.99). Entries via smartphone will be charged according to selection (ie \$0.55, \$1.05, \$2.50, \$4.50 or \$9.99 (including GST)) and may include download charges in accordance with the entrant's mobile phone contract. Mercury Helpline 1300 914 815.

6. A daily code word will be provided within the promoted competition segment. This code word will be valid until 05:29 AEST on the next business day, where a new code word will be released. It is the entrant's responsibility to ensure they have the correct valid code word at time of entry.
7. Entrants must ensure that all care is taken when dialing or sending messages to the promotional number. It is the complete responsibility of the entrant to ensure that they dial or SMS the correct number. In the event that an error occurs, the Promoter accepts no responsibility for costs incurred, responses received or all other consequences. This is the responsibility of the entrant.
8. Multiple entries permitted, subject to each entry being submitted separately and in accordance with entry requirements set out in clause 5 above. Only one (1) entry is permitted per SMS message or 1-90 call. The entrant is eligible to win a maximum of one (1) prize (excluding SA residents, who are eligible to win multiple prizes). If an entry has been drawn once that entrant will not be eligible to be drawn again during the Promotional Period (except for SA residents). In the event that such entrant is drawn again, the entry will be deemed invalid. Only one (1) person per phone number entered will be eligible to win.

## **DRAWS**

9. There will be one (1) draw conducted for each period set out in Table A below (each a "Draw Period"). Entries into each Draw Period close at 11:59pm AEST/AEDT (as applicable) on the dates set out in Table A below. Each draw

for each Draw Period will take place at 12:10am AEST/AEDT (as applicable) at Mercury, Level 1, 16 Anster Street, South Adelaide SA 5000 on the dates set out in Table A below. The Promoter reserves the right to draw additional reserve entries (and record them in order), in the event that an invalid entry is drawn or an entrant drawn is ineligible. Undrawn entries in each Draw Period will not be entered into subsequent Draw Periods. Winners will be notified immediately via telephone in accordance with the process set out below, and confirmed in writing within two (2) business days and their names will be published in The Australian on the respective date specified in Table A below.

**Table A**

<b>Draw Period</b>	<b>Open Date</b>  11:59pm* AEST/AEDT	<b>Close Date</b>  11:59pm AEST/AEDT	<b>Winners Draw Date</b>  12:10am AEST/AEDT	<b>Winner calls made during the Today show broadcast between</b>  0530am – 0930am AEST/AEDT	<b>Publication date in the event of winners</b>  (Thursday)
1	15.09.17 at 05:30am*	17.09.17	18.09.17	18.09.17 Monday	21.09.17 Thursday
2	17.09.17	18.09.17	19.09.17	19.09.17 Tuesday	21.09.17 Thursday
3	18.09.17	19.09.17	20.09.17	20.09.17 Wednesday	28.09.17 Thursday
4	19.09.17	20.09.17	21.09.17	21.09.17 Thursday	28.09.17 Thursday
5	20.09.17	21.09.17	22.09.17	22.09.17 Friday	28.09.17 Thursday
6	21.09.17	24.09.17	25.09.17	25.09.17 Monday	28.09.17 Thursday
7	24.09.17	25.09.17	26.09.17	26.09.17 Tuesday	28.09.17 Thursday
8	25.09.17	26.09.17	27.09.17	27.09.17 Wednesday	05.10.17 Thursday
9	26.09.17	27.09.17	28.09.17	28.09.17 Thursday	05.10.17 Thursday
10	27.09.17	28.09.17	29.09.17	29.09.17 Friday	05.10.17 Thursday
11	28.09.17	01.10.17	02.10.17	02.10.17 Monday	05.10.17 Thursday
12	01.10.17	02.10.17	03.10.17	03.10.17 Tuesday	05.10.17 Thursday
13	02.10.17	03.10.17	04.10.17	04.10.17 Wednesday	12.10.17 Thursday
14	03.10.17	04.10.17	05.10.17	05.10.17 Thursday	12.10.17 Thursday
15	04.10.17	05.10.17	06.10.17	06.10.17 Friday	12.10.17 Thursday
16	05.10.17	08.10.17	09.10.17	09.10.17 Monday	12.10.17 Thursday
17	08.10.17	09.10.17	10.10.17	10.10.17 Tuesday	12.10.17 Thursday
18	09.10.17	10.10.17	11.10.17	11.10.17 Wednesday	18.10.17 Thursday
19	10.10.17	11.10.17	12.10.17	12.10.17 Thursday	18.10.17 Thursday
20	11.10.17	12.10.17	13.10.17	13.10.17 Friday	18.10.17 Thursday

10. For Draw Periods 1 – 19 inclusive, the Promoter will randomly draw one (1) entrant from all valid entries registered in the relevant Draw Period. For Draw Period 20, the Promoter will randomly draw thirty (30) entrants from all valid entries registered for that Draw Period.

## WINNER DETERMINATION

11. All drawn entrants will be called during the live broadcast of The Today Show on Channel 9 on the dates stipulated in Table A for their chance to win. The Promoter will call the randomly drawn entries, in the order they were drawn and recorded, and via their fixed line telephone and/or mobile telephone number from which their entry was originally received. In the event that within their entry, the entrant stipulates a different number from which their entry was originally received, this number will be used to call the entrant. In the event an entrant leaves both a mobile number and a landline number in their entry, the Promoter will call the mobile number if the entrant is drawn. Entrants must satisfy the "Valid Winner Requirements" set out in clause 12 below to qualify for a prize.
12. For each Draw Periods there will be one (1) call per live broadcast of The Today Show (subject to clause 15 below). In the case of Draw Period 20, in the event that the first (1st) call in this period is not a valid winner in accordance with the Valid Winner Requirements, then the Promoter will call the remaining twenty nine (29) entrants in the order they were drawn and recorded to ensure that any remaining monies are awarded. In the event this process does not result in all prize monies being awarded, they will be awarded in the unclaimed prize draw as per the details set out in clause 26 below.
13. To be a valid winner, each entrant who receives a call during a live broadcast of The Today Show as set out in clauses 10 and 11 above must comply with the following requirements ("Valid Winner Requirements"):
  - (a) The entrant must answer their call within three (3) full rings.
  - (b) Upon answering the call, the entrant must state "I wake up with Today" (or any alternative phrase as deemed suitable by the Promoter in its absolute discretion).
  - (c) The entrant must answer the phone live when called. No recording devices including, but not limited to, answering machines will be accepted.
14. If a representative of the entrant answers the fixed line telephone and/or mobile telephone number from which the entry was originally received, and fulfills the Valid Winner Requirements, that representative has the right to win on behalf of, and subject to the agreement of, the entrant as deemed suitable by the Promoter in its absolute discretion. In this event, the representative will be taken to be the winner of the relevant Draw Period. If the entrant does not agree to his/her representative winning the prize on the entrant's behalf, that prize will be forfeited in whole and no substitute or compensation will be offered to the entrant or their representative.

15. The final decision in determining whether or not an entrant has answered the phone in a manner that satisfies the Valid Winner Requirements, will remain at all times with the Promoter and will be determined by the Executive Producer of The Today Show or their nominated representative on the day. No correspondence will be entered into. **The Promoter advises that entrants must take care in preparing to answer their call correctly (including but not limited to ensuring that the entrant's phone is close within reach at all times).** For the removal of doubt, the Promoter is neither responsible nor liable for any loss or damage suffered in the event that the entrant is unable to correctly answer the call as required.
16. If the entrant does not satisfy the Valid Winner Requirements, that entrant will not be a valid winner. In this case, the prize that was available for the relevant Draw Period will be forfeited and will go into the next prize pool for the next drawn entrant. An entrant who forfeits a prize under this clause will not be offered any substitute or compensation.
17. In the event that any broadcasts of The Today Show are changed, delayed or cancelled for any reason, the winner announcements that were scheduled for that broadcast will be carried out in the next show broadcasted on the next business day.
18. 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 including but not limited to tampering by way of use of techniques designed to avoid the payment of SMS or 1-90 call costs 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.
19. 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.
20. If any winner of any prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian on the winner's behalf.
21. It is a condition of participation that a winner will be required to sign legal releases in any form to be determined by the Promoter at its absolute discretion.
22. The Promoter and/or the program producer reserve the right to terminate any entrant's call if, in their sole discretion, they believe that the entrant is being in any way impolite, abusive or offensive and to prohibit any such entrant from future entry to the promotion during the entire Promotional Period. Any such entrant's entries in the promotion will also be deemed invalid.

## **PRIZES**

23. In each Draw Period, one (1) entrant will have the opportunity to win a minimum of \$10,000.
24. Any monies that are not won will be added to the next call or Draw Period as applicable. The minimum prize value per Draw Period is \$10,000 and the maximum prize value for the final Draw Period will be \$200,000 (for the removal of doubt the maximum prize value would only be awarded if no valid winners were determined during Draw Periods 1 through 19 or the first call in Draw Period 20).
25. The maximum total prize pool for the promotion is \$200,000.
26. Cash prizes will be awarded in the form of a cheque made in favour of the winner. Prizes will be sent to the winner's last known address within 28 days of broadcast of the episode of The Today Show program for the relevant Draw Period.
27. In the event of a prize that is either (a) won in any Draw Period but not claimed by the process set out in clause 12 above in regards to Draw Period 20 results in no winner, the unclaimed prize will be redrawn on 12/01/18 at 09:00 am AEDT at Mercury, Level 1, 16 Anster Street, South Adelaide SA 5000. Winners, if any, will be contacted in writing within two (2) business days of the draw and their names will be published in The Australian on 15/01/18.

## **GENERAL**

28. It is a condition of accepting a prize that the winner agrees to be interviewed, photographed and filmed at any time during the acceptance of the prize by the Promoter or their agents 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.
29. 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.
30. 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) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

31. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
32. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
33. 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.
34. 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) if any broadcast of The Today Show is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a winner or entrant; or (g) use of a prize.
35. 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).
36. 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.

37. Authorised under Permits ACT: TP 17/01746, NSW: LTPS/17/17658 & SA: T17/1636.