

“TODAY SHOW SEA WORLD” 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 18 must seek Parent or Legal Guardian consent to enter.
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 Wednesday 4th April 2018 and closes 11:59pm AEST on Friday 6th April 2018 (“Promotional Period”).
5. To enter, eligible entrants must, during the Promotional Period, go to www.9Now.com.au/today and fill out the entry form provided. Entrants must send their full name, contact number, email address, state and an answer to the competition question in 25 words or fewer “Why would like to win a family trip to Sea World Resort on the Gold Coast?”.
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. Only one (1) entry permitted per person.
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 10/11/18 at 12:00pm 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 and 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 provided to the promotional question.
12. The Promoter's decision is final and no correspondence will be entered into.
13. The best five (5) entries will be deemed the winners of the competition, as determined by the judges and they will each win a trip to the Gold Coast for a family of four (4). This includes:
 - a. Four (4) return flights two (2) adults and two (2) children to the Gold Coast from the winner's nearest capital city
 - b. Five (5) nights' accommodation at Sea World Resort in a Resort Double Room for a family of four (4)
 - c. Five (5) nights' accommodation at Sea World Resort in a Resort Double Room for a family of four (4)
 - d. Unlimited entry to Sea World, Warner Bros. Movie World, Wet'n'Wild Gold Coast and Paradise Country for the duration of the winner's stay
14. Total prize value is up to \$3,500.00
15. Accommodation is subject to availability and is valid until 3 April 2019.
16. Surcharge of \$50 per night applies for School Holiday periods and \$25 per night for Friday & Saturday. Room Upgrade fees apply. All surcharges are payable direct to the Resort.
17. The following blackout dates apply –10/06/2018 to 12/06/2018, 30/09/2018 to 02/10/2018 and 18/12/2018 to – 05/01/19.
18. No extension to the validity date of this prize will be permitted under any circumstances.
19. Notice of intent to travel must be received at least 30 days prior to the winner's proposed travel dates.

20. Meals, transport and other incidentals are not included except where specifically stated. Park tickets will be issued on arrival.
21. Prize is not transferable or redeemable for cash and all components of the prize must be taken together and booked as one package.
22. If the winner is under 18 years the prize may at the absolute discretion of the Promoter be awarded to the winner's parent or guardian.
23. Winners are responsible for their own travel insurance. Any alterations to confirmed details within 7 days of arrival will be at the expense of the prize winner.
24. Prize not valid on Saturday nights, Public Holidays; gazette School holidays or during Gold Coast 600 period as defined by Sea World Resort and Water Park.
25. Resort Double Rooms have two double beds.
26. Meals, transport and other incidentals are not included except where specifically stated.
27. Spending money, additional meals, taxes (excluding airline and airport taxes), insurance, passports, visas, vaccinations, transport to and from departure point, transfers, items of a personal nature, in-room charges and all other ancillary costs are not included.
28. The winner and their companions must depart from and return to the same departure point and travel together. Frequent flyer points will not form part of the prize. Prize is subject to the standard terms and conditions of individual prize and service providers. The winner may be required to present their credit card at time of accommodation check in.
29. If for any reason the winner does not take the prize (or an element of the prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
30. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend or modify a prize, subject to any written directions from a relevant regulatory authority.
31. If the prize (or part of the 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.

32. If for any reason any winner does not take the prize by the time stipulated by the Promoter, then the prize will be forfeited.
33. Prizes are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
34. The winner may be required to present their credit card at check in.
35. Subject to the terms and conditions of the participating prize provider(s), if for any reason the winner does not, once the prize has been booked, take the prize (or an element of the prize) at the time stipulated, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash.
36. Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to comments, recordings and images ("Content"). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:
 37. they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
 38. their Content shall not contain viruses or cause injury or harm to any person or entity;
 39. they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
 40. the Content is the original artistic work of the entrant that does not infringe the rights of any third party;
 41. they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant that they have the full authority to grant these rights; and
 42. they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.
43. Without limiting any other terms herein, each entrant agrees to indemnify the Promoter for any breach of the above terms.
44. 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.

45. 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.
46. 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.
47. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
48. 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.
49. 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.

50. 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.
51. 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.