# Chemist Warehouse Best Dressed competition

# Terms & Conditions ("Conditions of Entry")

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| **Schedule** | |
| **Promotion:** | Chemist Warehouse Best Dressed competition |
| **Promoter:** | Nine Network Australia Pty Ltd ABN 88 008 685 407, 24 Artarmon Road, Willoughby, NSW 2068, Australia. Ph: (02) 9906 9999 |
| **Promotional Period:** | **Start date:** 23/04/17 at 06:00 pm AEST  **End date:** 23/04/17 at 11:59 pm AEST |
| **Eligible entrants:** | Entry is only open to Australian residents who are 18 years and over. |
| **How to Enter:** | To enter the Promotion, the entrant must complete the following steps during the Promotional Period:   1. watch the 2017 Logies Red Carpet on Sunday 23rd April 2017 on the Nine Network to view a selection of best dressed celebrities; and 2. nominate their choice for best dressed celebrity by sending an SMS to premium mobile number 199 55 150   with:    * the Code Word associated with their pick for best dressed,    * their first name,    * last name,    * full address,   The Nine Network will specify during the Logies 2017 broadcast the exact Code Word that needs to be sent via SMS to vote for a specific celebrity and this word must be included in the SMS for the entry to be considered eligible. The Promoter will may invalidate entries with incorrect spelling, and the entrant must double check entries to ensure all details are correct and not misspelt prior to submission.  Premium SMS cost is 55c. Entrants must have premium service access. Mercury Mobility SMS helpline: 1300 914 815.  The Service Provider is Mercury Mobility, Level 1, 16 Anster Street, South Adelaide NSW 5000, Australia: |
| **Entries permitted:** | Entrants may enter multiple times provided each entry is submitted separately in accordance with the entry instructions above. By completing the entry method, the entrant will receive one (1) entry. |
| **Total Prize Pool:** | Up to AUD$20,000.00 |
| |  |  |  |  | | --- | --- | --- | --- | | **Prize Description** | **Number of this prize** | **Value (per prize)** | **Winning Method** | | The prize is a trip to Paris & Milan for two (2) people which consists of the following:  ***Paris Component -***   * + two (2) x one-way economy class flights from the winner's nearest Australian capital city to Paris, France;   + 5 nights’ four-star twin share accommodation in Paris, France;   + return transfers for two (2) people from Paris to accommodation in Paris;   + access to a private lounge and concierge services at Galeries Lafyette for the winner and 1 friend in Paris;   + Private fashion tour in Paris for the winner and 1 friend   ***Milan Component -***   * + two (2) x one-way economy class flights from Paris to Milan;   + return transfers for two (2) people from Milan to accommodation in Milan;   + 4 nights’ twin share accommodation at Armani Hotel Milano;   + Fashion Tour for the winner and 1 friend in Milan;   + AUD$1,500.00 spending money paid to winner via bank transfer; and   + two (2) x one-way economy class flights from Milan back to the winner's nearest Australian capital city. | 1 | Up to AUD$20,000.00 depending on date and exact point of departure | Draw: computerised random selection - 24/04/17 at 09:00 am  Mercury Mobility, Level 1, 16 Anster Street, South Adelaide NSW 5000, Australia: | | |
| **Prize Conditions:** | The prize must be booked in full 2 months from the original draw date. All travel must be completed 12 months from the original draw date and is subject to booking and flight availability. Prize cannot be taken during Australian school holidays, public holidays or other peak periods, unless otherwise specified by the Promoter.  No part of this prize is exchangeable, redeemable for cash or any other prize or transferable.  The prize requires the winner to contact the Promoter in order to book travel.  The winner and his/her travel companion are responsible for ensuring that they have valid passports, and any requisite visas, vaccinations and travel documentation.  The winner and his/her travel companion must depart from and return to the same departure point and travel together.  Frequent flyer points will not be awarded and do not form part of the prize.  Spending money, meals, taxes (excluding airline and airport taxes), travel insurance, passports, visas, vaccinations, transport to and from departure point, transfers, items of a personal nature, in-room charges and all other ancillary costs, unless otherwise specified in the prize description specified herein, are not included and are the responsibility of the winner.  The winner may be required to present their credit card at check in.  Prize is subject to the standard terms and conditions of individual prize and service providers.  Travel itinerary will be determined by the Promoter in its absolute discretion.  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.  During the entire duration of the prize, a nominated parent/guardian must accompany any person under 18 years of age. |
| **Winner notification:** | The winner will be contacted by phone and in writing within two (2) business days of the draw. The winner will be published on [www.9now.com.au/tv-week-logie-awards](http://www.9now.com.au/tv-week-logie-awards) 25/4/17. |
| **Unclaimed Prizes:** | Prize must be claimed by 24/07/17 at 09:00 am AEST. The prize, if unclaimed, will be redrawn on 25/07/17 at 09:00 am AEST at Mercury Mobility Level 1, 16 Anster Street, South Adelaide NSW 5000, Australia. The winner of the redraw will be notified by phone and in writing within two (2) business days of the redraw. The winner will be notified publicly (and their details published) on [www.9now.com.au/tv-week-logie-awards](http://www.9now.com.au/tv-week-logie-awards) on 28/7/17. |

1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Valid and eligible entries will be accepted during the Promotional Period.
4. Employees (and the immediate family members) of agencies/companies directly associated with the conduct of this Promotion, the Promoter, its distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" 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.
5. Draw:
   1. The draw will take place at Mercury Mobility, Level 1, 16 Anster Street, South Adelaide NSW 5000, Australia. at 09:00 am AEST on 24/04/17 using computerised random selection.
      1. The first valid entry drawn will be the winner of the prize specified in the Schedule above.
   2. The Promoter warrants that the computerised draw system used to draw prizes has been appraised by a suitably qualified person into the operation and integrity of the computerised draw system.
   3. If a draw is scheduled on the weekend or a public holiday, the draw will be conducted at the same time and location on the following business day. The Promoter will ensure each draw is open for public scrutiny and anyone may witness the draw on request. The winner of a drawn prize is determined by chance.
6. All reasonable attempts will be made to contact each winner.
7. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, or at the time stipulated by the Promoter for travel, they forfeit the prize and the Promoter is not obliged to substitute the prize.
8. The maximum cost of entry by SMS is 55 cents including GST, except that higher rates may apply from mobile or public phones. SMS entry is only open to entrants with an SMS compatible mobile phone and service, with calling line identification activated. Entrants must have the account holder's and bill payer's permission prior to entering. The service provider for the premium SMS number is Mercury Mobility helpline 1300 914 815.
9. The value of the prize is accurate and based upon the recommended retail value of the prize (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prize after that date.
10. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and/or specification, subject to any written directions of a regulatory authority.
11. Prize will be awarded to the person named in the respective winning entry and any entry that is made on behalf of an entrant or by a third party will be invalid. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
12. 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. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. Personal information collected from entrants will not be disclosed to any entity located outside of Australia.
13. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and State/Territory or postcode of residence.
14. It is a condition of accepting the prize that the winner and their travel companion (or their parent/legal guardian, on their behalf, if under the age of 18), may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving the prize.
15. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
16. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
17. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.
18. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
19. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each entrant and no correspondence will be entered into.
20. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
21. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
22. Unless otherwise specified, a prize is a single event for the winner (and where relevant their guest) and cannot be separated into separate events or components.
23. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
24. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
25. Authorised under: NSW: LTPS/17/12834, ACT:TP17/00570 and SA: T17/532.