# The Voice – Fifth Coach Promotion

# Terms & Conditions ("Conditions of Entry")

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| **Schedule** | |
| **Promotion:** | The Voice – Fifth Coach Promotion |
| **Promoter:** | Nine Digital Pty Limited ABN 33 077 753 461, Level 6, 264 George Street, Sydney, NSW 2000, Australia.  Ph: (02) 9906 9999 |
| **Promotional Period:** | **Start date:** 24/04/17 at 09:00 am AEST  **End date:** 30/05/17 at 11:59 pm AEST |
| **Eligible entrants:** | Entry is only open to permanent residents of Australia aged 16 years or older who are able to travel to Sydney and attend The Voice Season 6 Grand Final.  Entrants aged less than 18 years must obtain the consent of their parent or legal guardian to enter the Promotion and provide personal information about themselves. All entrants who are under the age of 18 years and register and enter in the Promotion without disclosing (or attempting to conceal) their age (as and where required) and/or do not provide the required parental or guardian consent (as and where required) will be deemed invalid. These Conditions of Entry will bind the entrants and any parent or legal guardian who gives their consent (for entrants aged less than 18 years). If any winner is aged under 18 years, the prize will be awarded to the parent or legal guardian who consented to the winner entering the Promotion, on behalf of the winner, at the sole discretion of the Promoter. |
| **How to Enter:** | To enter the Promotion, the entrant must go online to 9now.com.au, log in to their existing Nine account (or sign up to become a Nine member), and complete all of the following steps during the Promotional Period:   1. download ‘The Voice Fifth Coach’ application (“**the Application**”) from the Apple Store or Google Play on their compatible mobile device. The Application is available free of charge and can be downloaded via the Apple App Store for Apple iPhone/iPad devices or via Google Play for Android devices; 2. launch the Application and participate in the game on the Application in the manner required and click on The Voice App Live Like A Coach Promotion entry banner where prompted; and 3. where requested, follow the prompts in the manner required to fully and correctly complete (either directly or via Facebook Connect) and successfully submit the Application’s registration form, including providing the entrant’s full name, current and valid email address and mobile telephone number OR, in the case of registrations completed using Facebook Connect, opt-in in the manner required to allow the Application to access (at minimum) the entrant’s full name and email address.   To use all features of the App, entrants must enable 3G, 4G and/or Wi-Fi data connection, location services and push notifications on their mobile device in the manner required.  Entry is via compatible mobile Internet (carrier’s standard data charges apply) enabled Apple iPhone and Android mobile devices (minimum iOS 6 and Android 4, respectively) and Apple iPad and Android Tablet devices only (minimum iOS 6 and Android 4, respectively) only.  Entrants acknowledge that this Promotion is being conducted in conjunction with the ‘Fifth Coach Game’, which has its own Conditions of Entry available on the Promoter’s ‘The Voice Fifth Coach’ application (Application) and is operating independently of this Promotion in respect of eligibility, entrants, entries and prizes. This Promotion is centred upon the television program scheduled to be broadcast on the Nine Network between April and June 2017 known as ‘The Voice Australia Season 6’ (The Voice Australia). |
| **Entries Permitted:** | Only one (1) registration per entrant is permitted and one (1) entry per entrant per calendar day during the Promotional Period. For the sake of clarity, an entrant will receive one (1) entry for each calendar day of the Promotional Period where they participate in the game on the Application, once they have registered. Entrants attempting to submit more than one (1) entry per calendar day will receive a notification via the Application that they have already submitted their daily entry. The Promoter accepts no responsibility for late registrations or entries. Registrations and entries will be deemed to be accepted at the time of receipt and not at the time of transmission. Registrations will be considered final by the Promoter, unless an entrant changes their registration details in the manner required on the Application before the draw. Incomplete, inaccurate, erroneous, ineligible or incomprehensible registrations will be deemed invalid. The Promoter accepts no responsibility for late, lost or misdirected registrations. Registrations must be received by the Promoter during the Promotional Period. Any contact details entered incorrectly on the Application by an entrant will deem their registration and any entries invalid. |
| **Total Prize Pool:** | Up to AUD$5,000.00 |
| |  |  |  |  | | --- | --- | --- | --- | | **Prize Description** | **Number of this prize** | **Value (per prize)** | **Winning Method** | | The prize is a The Voice Season 6 Grand Finale VIP package for two (2) people which consists of the following:   1. two (2) adult VIP tickets to The Voice Season 6 Grand Final at Fox Studios, Sydney, New South Wales; 2. two (2) nights four-star twin share accommodation in Sydney; 3. two (2) return economy class flights from the winner's nearest capital city to Sydney (only provided if the winner does not reside in NSW); 4. return limousine transfers from accommodation to The Voice Live Experience; and 5. meet and greet for the winner and their companion with a coach from The Voice Season 6 (exact coach to be determined by the Promoter in its absolute discretion). | 1 | Up to AUD$5,000.00 depending on date and exact point of departure | Draw: computerised random selection - 31/05/17 at 09:30 am AEST | | |
| **Prize Conditions:** | **Prize must be taken to coincide The Voice Season 6 Grand Final (“Event”), on yet to be determined dates in July 2017, and is subject to booking and flight availability.** If the winner is unwilling or unable to attend at the date/s specified by the Promoter to coincide with the Event, they forfeit the prize in whole and the Promoter is not obliged to substitute the prize.  **Winner’s companion for the prize must be at least 16 years of age**.  The winner and their companion must conduct themselves in a responsible, courteous and friendly manner at all times whilst participating in the prize. Acceptance of the prize and participation in the prize is subject to any prevailing terms and conditions of travel/accommodation/transfers/services suppliers, event organisers and any other prize suppliers, and in particular behaviour and safety requirements. The winner and their companion must follow all reasonable directions given by the Promoter and any event organiser or prize supplier during the course of their participation in the prize, including all directions in relation to responsible consumption of alcohol, behaviour and safety. The Promoter and any event organiser or prize supplier reserve the right, in their absolute discretion, to refuse entry into or departure out of Sydney, to disqualify, sanction and/or remove a winner and/or their companion from The Voice Season 6 Grand Final or to refuse participation in certain activities, on the grounds of inappropriate behaviour, or safety reasons, or for any breach of these Conditions of Entry generally. If a winner and/or their companion fail to participate in the prize in the manner required, as stated in this condition and in the reasonable opinion of the Promoter, their entry and the balance of the prize will be forfeited with no compensation payable. Tickets to The Voice Season 6 Grand Final are subject to their prevailing terms and conditions of use and are not replaceable if lost, stolen or damaged. It is a condition of accepting and participating in the prize that the winner and their companion may be required to sign a legal release or release(s) in a form determined by the Promoter in its absolute discretion. If winner or their companion for the prize is under the age of 18, a parent/legal guardian of such person will be required to sign the release on their behalf.  No part of the prize is exchangeable, redeemable for cash or any other prize or transferable.  The winner and his/her travel companion must depart from and return to the same departure point and travel together.  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.  Spending money, meals, taxes (excluding airline and airport taxes), transport to and from departure point, transfers, items of a personal nature, in-room charges and all other ancillary costs are not included.  Frequent flyer points will not be awarded and do not form part of the prize.  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. |
| **Winner Notification:** | The winner will be contacted by email and phone on same day of the draw (31/5/17). The winner will be published at <https://www.9now.com.au/the-voice> by 1/6/17. |
| **Unclaimed Prizes:** | The prize must be claimed by 2/6/17 at 09:30 am AEST. If unclaimed, the prize will be redrawn on 2/6/17 at 10am AEST at Nine Digital Pty Limited, Level 6, 264 George Street, Sydney NSW 2000, Australia. The winner of the redraw will be notified by phone and email on the same day as the redraw (2/6/17). The winner will be notified publicly (and their details published) at <https://www.9now.com.au/the-voice> on 2/6/17. |

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. The directors, management and employees (and their immediate families) of the Promoter and its partners and each of their related entities, printers, suppliers, providers and agencies whom are directly associated with the conduct of this Promotion are ineligible to register for and enter into the Promotion. "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. If a prize is won by a person under the age of 18, the prize may be awarded to the winner's parent or guardian and where applicable to the prize a nominated parent/guardian must accompany any person under 18 years of age.
6. **Draw**
   1. The draw will take place at Nine Digital Pty Limited, Level 6, 264 George Street, Sydney NSW 2000, Australia at 09:30 am AEST on 31/05/17 using computerised random selection.
   2. The first valid entry drawn will be the winner of the prize specified in the Schedule table above.
   3. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.
   4. 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.
7. All reasonable attempts will be made to contact each winner.
8. 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 is unavailable at the designated time for the Event or at the time stipulated by the Promoter for travel, they forfeit the prize and the Promoter is not obliged to substitute the prize.
9. To use all features of the Application, entrants must enable 3G, 4G and/or Wi-Fi data connection, location services and push notifications on their mobile device in the manner required.
10. Costs associated with accessing the Application remain an entrant’s responsibility and may vary depending on the Internet Service or telecommunications provider used. Entrants must have the bill payer’s consent to use mobile Internet to register and enter the Promotion, otherwise their registration and entry into the Promotion will be deemed invalid. Some service providers and mobile devices may not provide access to mobile Internet and entrants must check with their service provider if unsure. Downloading, accessing and using the Application will incur data charges. Any external links and Application features that require Internet connection may also incur data charges. Data charges will remain the responsibility of the entrants and will vary depending on the Internet service provider, usage plan or mobile carrier used (as applicable). Entrants will need to refer to the terms of the contracts with their mobile carrier, usage plan or Internet service provider (as applicable) for costs. The charges for all data services will appear on each entrant's next mobile phone bill and/or Internet bill (as applicable). All general queries relating to carrier rates or mobile or Internet bills should be directed to the entrants’ mobile phone carrier or Internet service provider (as applicable).
11. The use of any automated registration and/or entry software or any mechanical, electronic or other means that allows an entrant to automatically register and enter repeatedly other than in accordance with these Conditions of Entry is prohibited and will render the registration and all entries of that entrant invalid.
12. 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.
13. 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.
14. No entry fee is charged by the Promoter to enter the Promotion.
15. 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.
16. 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.
17. 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.
18. The Nine Network reserves the right in their absolute discretion to change or amend The Voice Australia Season 6 schedule without notice. The Promoter accepts no responsibility for the cancellation, rescheduling, change or delay of The Voice Australia for any reason beyond the control of the Promoter. If this Promotion and/or The Voice Australia is not capable of running as planned for any reason beyond the reasonable control of the Promoter, including but not limited to war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or anything which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion and/or The Voice Australia, the Promoter reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Promotion and/or, if necessary, to provide alternative prizes to the same value as the original prizes, subject to any written directions made under applicable State or Territory legislation.
19. Facebook membership, notifications, pages, applications and use of Facebook generally is subject to its prevailing terms and conditions of use at www.facebook.com/policies. The Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants understand that they are providing their information to the Promoter and not to Facebook. Entrants are solely responsible and liable for any content or information they transmit to other Internet users. To the extent permitted by law, each entrant agrees to indemnify, defend and forever hold harmless, Facebook and its associated agencies and companies, against any and all losses, actions, claims, costs, expenses and damages (of any nature) which may be incurred by an entrant in respect of the entrant’s participation in the Promotion. Any questions, comments or complaints about the Promotion must be directed to the Promoter and not to Facebook.
20. The Promoter, its associated agencies and companies excludes all liability (including negligence) except for any liability that cannot be excluded by law (including any applicable Consumer Guarantee under the Australian Consumer Law), for any direct or indirect injury, loss and/or damage arising in any way out of the Promotion. This includes, but is not limited to: (i) technical malfunctions, delays or failures, including those resulting from accessing any materials related to this Promotion and any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this Promotion as a result of any technical malfunctions, delays or failures; (ii) theft, unauthorised access or third party interference; (iii) lost or damaged registrations, prize claims or prizes; and/or (iv) acceptance and/or use of a prize.
21. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of the prize, if the Promoter determines in their absolute discretion, that a winner is not in the physical or mental condition necessary to be able to safely participate in or accept the prize. It is a condition of accepting the prize that the winner (or their parent or legal guardian 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. If a winner is under the age of 18, a nominated parent or legal guardian of the winner will be required to sign the legal release on the winner’s behalf.
22. 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.
23. 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).
24. 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.
25. 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.
26. 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.
27. 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).
28. 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.
29. Unless otherwise specified, a prize is a single event for the winner (and where relevant their guests) and cannot be separated into separate events or components.
30. 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.
31. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
32. Authorised under: NSW Permit No. LTP/17/12742 and ACT TP17/00550.