

<b>Show</b>	KIDS' WB	<b>Promotion</b>	RAZOR ELECTRICS COMPETITION		
<b>Service Provider</b>	N/A	<b>Version</b>	2014.01	<b>Date</b>	15.09.2014



## Kids' WB– Razor Electric Competition GAME OF SKILL

### Terms and Conditions

By entering the Razor Electric competition (“the Competition”), you are agreeing to the following terms and conditions:

- 1) Information on how to enter forms part of the terms and conditions. Entry into this Competition is deemed acceptance of these terms and conditions of entry.

#### **WHO CAN ENTER?**

- 2) The Competition is open to all residents of Australia, except employees of the Promoter and their immediate families and all companies and agencies associated with this Competition. Entrants under the age of 18 must seek parental or legal guardian consent to enter the Competition.

#### **HOW TO ENTER**

- 3) The Competition commences on Monday 10<sup>th</sup> November at 3.30pm AEDST and concludes on Monday 17<sup>th</sup> November at 9.00am AEDST (“the Competition Period”).
- 4) To enter, entrants must be watching Kids' WB during the Competition Period and enter online at [www.kidswb.com.au](http://www.kidswb.com.au) by following the prompts to the competition page and telling us in 25 words or less **“If you could upsize anything what would it be and why?”** Entrants must also supply their full name, age, address, daytime contact number and choose their preferred Razor Electric scooter and submit the entry as instructed. The two Razor Electric scooters include: the Razor E100 and Razor E300. A valid entry will be included in one (1) of two (2) pools of valid entries, one (1) pool for each Razor Electric scooter (each, a “Prize Pool”).

AND the entry must not be, without limitation:

- a) late;
- b) delayed;
- c) incomplete;
- d) incomprehensible;
- e) unlawful;
- f) obscene;
- g) defamatory;
- h) discriminatory;
- i) libellous;
- j) threatening;
- k) pornographic;
- l) harassing;
- m) hateful;
- n) racially or ethnically offensive;
- o) capable of encouraging of conduct that would be considered a criminal offence;
- p) capable of violating any law;
- q) capable of giving rise to civil liability.

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- 5) Entries must be received within the Competition Period.
- 6) All entries are deemed to be received at the time of receipt by the Promoter and NOT at the time of transmission by the entrant.
- 7) Multiple entries permitted, subject to the following: each entry must be submitted separately and in accordance with entry requirements and must be substantially unique.
- 8) Entry details remain the property of the Promoter and will not be returned to the entrant. Entrants agree to grant the Promoter a perpetual and non-exclusive licence to use, distribute, broadcast and sub-licence their entries in all media worldwide and acknowledge that they will not be entitled to any fee for such use.
- 9) The Promoter reserves the right to verify the validity of entries at anytime during or after the Competition Period, and reserves the right to disqualify any entrant who tampers with the entry process (including but not limited to tampering by way of the utilisation of techniques designed to avoid the payment of postage costs) or who submits an entry that is not in accordance with these Terms and Conditions. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 10) The Promoter is neither responsible nor liable for late, lost or misdirected entries, or entries not received by the Promoter for any reason whatsoever. Entrants should not send in original copies of their entries. No responsibility will be taken by the promoter in the event that the original entry is lost or damaged in editing.

### **PRIZES**

- 11) There will be two (2) prizes awarded in total, one (1) prize awarded to the best judged entry in each Prize Pool. The winners will receive the relevant prize packages detailed below.

<b>Pool</b>	<b>Number</b>	<b>Full Details</b>	<b>RRP incl. GST (\$AUS)</b>
E100	1	Razor E100 scooter	\$349
E300	1	Razor E300 scooter	\$239
<b>TOTAL MAXIMUM PRIZE POOL VALUE</b>			<b>\$588</b>

- 12) The prize values are correct as at the date of printing. The Promoter accepts no responsibility for change in prize value between now and the ultimate date on which the prize is taken.
- 13) If an element of the prize consists of travel, an event, concert or other similar prize outlined above is, for any reason, cancelled, postponed, rescheduled or not available, that element of the prize will be considered as forfeited and no cash alternative offer will be awarded in lieu of the prize.
- 14) All prizes must be taken as offered. The prize, or any unused portion of the prize, is not transferable, exchangeable and cannot be redeemed as cash. The prize is not valid in conjunction with any other offer.
- 15) Unless specified otherwise, the winners (and their companions) are responsible for all expenses including, without limitation, spending money, meals (unless specified), drinks, transfers (unless specified), activities (unless specified), incidentals, energy surcharges, gratuities, services charges, and all other ancillary costs.

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- 16) In the event that a prize, or part of a prize, is unavailable, the Promoter reserves the right to substitute the prize or part of the prize in its discretion with an alternative prize or part of the prize to the same and equal or greater recommended retail value and/or specification subject to any written directions from the various Lottery Departments.
- 17) It is a condition of accepting the prize that the winners must comply with all the conditions of use of the prize and the prize supplier's requirements (as applicable).
- 18) It is a condition of accepting a prize that a winner agrees to participate in and cooperate with all reasonable media editorial requests, including but not limited to, being interviewed, photographed and filmed and that winner grants the Promoter a perpetual, non-exclusive license to use such footage and photographs in all media worldwide and that winner will not be entitled to any fee for such use. The inclusion of any such footage or photographs (including but not limited to creative control of the feature) will remain with the Promoter at all times.
- 19) Prize winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of their prize.
- 20) It is a condition of accepting the prize that the prize winners (and their companions) may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.

### **JUDGING**

- 21) Each valid entry received during the Competition Period will be submitted for judging by a panel of judges appointed by the Promoter. Judging will take place at the Promoter's premises on Monday 17<sup>th</sup> November at 9.30am AEDST. The one (1) entrant whose entry is judged to be the most creative and original out of all valid entries received in each of the two (2) Prize Pools will be deemed the winner of their Prize Pool and awarded the prize nominated in their entry. The Competition is a game of skill and chance plays no part in determining the winner.
- 22) The prize winners will be notified by telephone and in writing using the contact details given in their entry.
- 23) The judges' decision in relation to any aspect of the Competition will be final and no correspondence will be entered into regarding the result. The Promoter may in its absolute discretion deem entries invalid subsequently to a winner being notified or a winner's name being announced if it is discovered that the winner did not enter the Competition in accordance with these terms and conditions. In such circumstances, an additional judging will be conducted.
- 24) The Promoter's decisions in relation to all aspects of this Competition are final and binding on all who enter and no correspondence will be entered into.

### **SPECIAL CONDITIONS OF ENTRY**

- 25) All entries must be:
- a) the original independent creation of the entrant;
  - b) owned by the entrant; and
  - c) free of any claims, including copyright or trade mark claims by other parties.

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- 26) If your entry is selected as a winning entry, validation of your circumstances/ the validity of your entry will be undertaken by the Promoter. Method of validation (without limitation) will be determined by the Promoter in its complete discretion. If the winning entry is deemed to be a winner, the winner will be notified as per the terms and conditions herein. In the event that the Promoter requests the entrant to sign any legal documents relating to the verification of their medical circumstance, the legal documents will take the form determined by the Promoter.
- 27) The Promoter reserves the right to request the winner to provide proof of age and identity. Identification considered suitable for verification is at the discretion of the Promoter.
- 28) If the winner is under the age of 18 years, the prize will be awarded to the winner's parent or legal guardian on behalf of the winner. It is the responsibility of the winner's parent/legal guardian to prove their parental status/ legal guardianship at the time of winner notification. In the event that for any reason whatsoever a person/s mistakenly represents themselves to be a winners parent and/or legal guardian, then that person will be liable for all costs associated with relocating and/or re-awarding the prize (including but not limited to and administrative fees incurred by the Promoter). Where relevant, the Promoter is only responsible for ensuring that the prize is awarded to a person who is either a parent or legal guardian of the winner. The Promoter is not responsible for determining any other delivery details or taking direction that relates to any ongoing family law negotiations and/or determinations. These are the responsibility of the winner and their respective parent/s and/or legal guardian/s.
- 29) If for any reason this competition is not capable of running as planned (including but not limited to) technical failures, unauthorised intervention, fraud or any other causes beyond the control of the Promoter which corrupts or affect the administration, security, fairness, integrity or proper conduct of this competition, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, and, subject to any written directions given by the various Lottery Departments, to cancel, terminate, modify or suspend the competition.

### **LIABILITY AND RELEASE**

- 30) Except for any liability that cannot be excluded by law, the Promoter and its related entities (including their 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 Competition, including, but not limited to, where arising out of the following: (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 conditions of entry; (e) any tax liability incurred by a winner or entrant; (f) participation in the Competition and/or (g) redemption of the prize.
- 31) The Promoter and its related entities (including their officers, employees and agents) will take no responsibility for defective prizes or prizes damaged or lost in transit, or late, lost or misdirected mail.

### **PERSONAL INFORMATION**

- 32) Entry details remain the property of the Promoter. Entrants' personal information will be collected by the Promoter for the purpose of conducting and promoting this Competition (including for the purpose of identifying and notifying winners). Without limiting the foregoing,

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the Promoter may disclose entrants' personal information to other parties assisting in the administration of the Competition including to the Promoter's related entities, prize suppliers, external service providers and authorities that regulate this Competition. If the entrant consents, the Promoter, its related entities and business partners (as applicable) may also use the entrant's personal information for the purpose of sending direct marketing messages with respect to programs, products and services available through any or all of them. The Promoter will handle the entrants' personal information in accordance with the Promoter's Privacy Policy which is available on its website. Entrants may request access to or correction of their personal information by writing to: Privacy Officer, Nine Network Australia Pty Ltd, Legal Department, PO Box 27, Willoughby NSW 2068 or emailing [privacy@nine.com.au](mailto:privacy@nine.com.au).

**PROMOTER**

- 33) 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 Competition by mail to this address or by telephone to (02) 9906 9999.
- 34) Subject to state permit authority restrictions, the Promoter may amend these Terms and Conditions in its absolute discretion.