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|-------------------------|------------|------------------|---------------------------------|-------------|----------|
| <b>Show</b>             | TODAY SHOW | <b>Promotion</b> | 88 <sup>TH</sup> ACADEMY AWARDS |             |          |
| <b>Service Provider</b> | N/A        | <b>Version</b>   | 2015.1                          | <b>Date</b> | 13/02/15 |



## TODAY SHOW – 88<sup>TH</sup> ACADEMY AWARDS COMPETITION GAME OF SKILL

### Terms and Conditions

By entering The 88<sup>th</sup> Academy Awards 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 who are 18 years and over, except employees of the Promoter and their immediate families and all companies and agencies associated with this Competition.

#### **HOW TO ENTER**

- 3) The Competition commences on Monday, 16<sup>th</sup> February 2015 at 05:30 AEDT and concludes on Friday, 20<sup>th</sup> February 2015 at 16:00 AEDT (“the Competition Period”).
- 4) To enter, viewers must email [todaycompetitions@nine.com.au](mailto:todaycompetitions@nine.com.au) and answer in 25 words or fewer, why they would like to go to the 88<sup>th</sup> Academy Awards. Entrants must also supply their full name, address, and daytime contact number.

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.
- 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.

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- 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 one (1) major prize winner being the best judged entry and that winner will receive the prize package detailed below.

| <b>Full Details</b>   | <b>RRP incl. GST (\$AUS)</b>                         |
|---|--|
| Return Economy airfares to Los Angeles for one (1) winner and one (1) friend from winners nearest capital city. | \$3,500.00 (depending on winners point of departure) |
| Five (5) night's hotel accommodation in Los Angeles for two (2) people. (Minimum 3.5 star hotel)                | \$1,900.00   |
| Return airport/hotel transfers.   | \$180.00   |
| Two (2) bleacher seats at The 88 <sup>th</sup> Academy Awards 2016  | n/a  |
| <b>TOTAL MAXIMUM PRIZE POOL VALUE (AUD)</b>   | <b>Up to \$9,260.00</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) 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.
- 14) The Promoter will provide the winner with an itinerary and date they are required to travel to attend The 88th Academy Awards.

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- 15) (The "Oscar Fan Experience") winner and guest must comply with all of the following:
  - 16) Winner and guest will be required to provide a valid social security number (or international equivalent) for the purposes of a security background check, and will need to sign a liability/publicity release form prior to entering the bleachers. Bleacher seats cannot be sold, traded, or otherwise transferred. Government issued photographic ID will be required for entrance to the bleacher seats. All other expenses related to use of the bleacher seats are the users' sole responsibility (including transportation to/from the bleacher seats, accommodations, etc.) By entering, you are agreeing to receive further email communication from the Academy of Motion Picture Arts and Sciences.
  - 17) Should the contest/promotion/event include red carpet bleacher seats, the following language must be included in appropriate sections of the "Official Rules."
  - 18) Red Carpet Bleacher Seats are not available for sale and have no retail value. Prize does not include admittance to the Academy Awards® Ceremony, nor entrance into the Kodak Theatre.
  - 19) Winner and guest must comply with any security procedure or measures imposed by the Academy and/or their representatives. The Academy reserves their right in their sole discretion, to suspend or cancel the participation of any winner or guest due to non-compliance with any security procedure or inappropriate behavior or misconduct. In the unlikely event that the Academy Awards Ceremony is cancelled or altered in any way which would prevent or invalidate the awarding of reserved seating to view the red carpet festivities, the Sponsor is responsible only for providing the remaining portions of the prize as described above.
  - 20) By entering, entrants agree to release and hold harmless A.M.P.A.S. and their respective members, officers, attorneys, employees, and agents from any and all damage, injury, death, loss, costs or other liability of any kind, including attorney's fees, that may arise from or in connection with his or her entry, possession or use of any prize, or his or her participation in the promotion, or from any misuse or malfunction of any prize awarded.
  - 21) The Promoter is neither responsible nor liable for any loss or damage suffered in the event that the bleacher tickets to The 88<sup>th</sup> Academy Awards is postponed, cancelled, rescheduled or relocated for any reason whatsoever.
  - 22) The Promoter reserves the right to request that the winner (and his/her companion) provide proof of identity prior to redemption of any element of the prize. Identification considered suitable for verification is at the discretion of the Promoter.
  - 23) International flights will depart from Winners nearest capital city. Prize does not include transfers to and from the winner's place of residence to the departure point. These costs are the responsibility of the winner.
  - 24) The two (2) flights for all flight components must be utilized at the same time, for the same travel dates, to the same destination.
  - 25) The winner (and their companions) must be 18 years and over to redeem and participate in the prize.

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- 26) The winner (and their companions) are responsible for all other expenses including spending money, meals (unless specified), drinks, transfers (unless specified), laundry charges, activities (unless specified), incidentals, gratuities, services charges and all other ancillary costs.
- 27) Tickets are non-transferable (i.e. no name changes allowed). Once tickets are issued, they are non-endorsable and non-transferable. Any alterations to confirmed flights and/or accommodation details will be at the expense of the winner.
- 28) A valid passport is required for all international journeys. It the responsibility of the winner and their travel companions to ensure they have all required travel documentation (including but not limited to passports & visas) as required for travel to the destination point. Winners must register on line for US ESTA Immigration <https://esta.cbp.dhs.gov>. All costs associated with obtaining this travel documentation is the responsibility of the winner. Travel insurance is included for duration of prize package only.
- 29) All components of the Prize must be fulfilled at the same time and they cannot be split across different time periods. Flights are economy class and may be indirect. The airline's Conditions of Carriage apply to all flights. The three (3) flights must be utilized at the same time, for the same travel dates, to the same destination. Airline, flight route and dates of travel are subject to the promoter's absolute and final decision.
- 30) Once the Prize has been arranged, any changes to the travel, flights, accommodation or scheduling arrangements are at the expense of the Winner and their travelling companions.
- 31) The Winner and travelling companions must travel at the same time and are responsible for transport from their residence to their nearest Capital City Airport in Australia. The winner and their travelling companions will responsible for making their way to and from their departing Australian airport.
- 32) It is a condition of accepting the prize that the winner may be requested to present their credit card or a cash deposit upon arrival at any accommodation to cover all incidentals they may incur during their stay.
- 33) Unless specified otherwise, the winner (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.
- 34) Transport to and from Departure point including but not limited to additional Domestic airfares if required, any additional meals, any extra sightseeing or activities, any additional accommodation, personal spending money, and all other ancillary costs, as well as obtaining any of these, are the responsibility of the winner and their travel companions. Prize also excludes medical expenses, items of a personal nature, beverages, optional tours not outlined, laundry, telephone calls, additional nights, room upgrades or other ancillary costs associated with redeeming the prize other than those specified. These costs and expenses are the responsibility of the winner. Any extension to the duration of the prize is at the winner's sole expense and subject to availability at the time of booking. For the removal of doubt, taxes for domestic travel are included in the prize winning domestic airfares provided by the Promoter.
- 35) 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

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prize to the same and equal or greater recommended retail value and/or specification subject to any written directions from the various Lottery Departments.

- 36) If winner is unable to fulfill prize during time period, winner forfeits the prize package with no compensation or further liability of the promoter. Cash will not be awarded in lieu of the prize.
- 37) It is a condition of accepting the prize that the winner(s) must comply with all the conditions of use of the prize and the prize supplier's requirements (as applicable).
- 38) It is a condition of accepting a prize that the winner agrees to participate in and cooperate with all reasonable media editorial requests, including but not limited to, being interviewed, photographed and filmed and the winner grants the Promoter a perpetual, non-exclusive license to use such footage and photographs in all media worldwide and the 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.
- 39) 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.
- 40) It is a condition of accepting the prize that the prize winner(s) (and their companions) may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.

### **JUDGING**

- 41) 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 **Friday, 20<sup>th</sup> February 2015 at 16:30 AEDT**. The entrant(s) whose entry is deemed to be the most creative and original out of all valid entries received will be deemed the winner(s). The Competition is a game of skill and chance plays no part in determining the winner.
- 42) The prize winner(s) will be notified by telephone and in writing using the contact details given in their entry.
- 43) 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.
- 44) 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**

- 45) 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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- 46) 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.
- 47) 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.
- 48) 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**

- 49) 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.
- 50) 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**

- 51) 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, 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. Nine will handle the entrants' personal information in accordance with Nine'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**

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- 52) 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.
- 53) Subject to state permit authority restrictions, the Promoter may amend these Terms and Conditions in its absolute discretion.