

Show	MORNINGS	Promotion	JERSEY BOYS COMPETITION		
Service Provider	N/A	Version	1	Date	22/05/14



JERSEY BOYS COMPETITION GAME OF CHANCE

Terms and Conditions

Information on how to enter and prizes form part of these Conditions of Entry. Entries not completed in accordance with the Conditions of Entry or received after close of entry will not be considered. Incomplete or inaudible entries will be disregarded. The Promoter's decision in relation to any aspect of the promotion is final and binding on every person who enters. No correspondence will be entered into.

- 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 residents of Australia who are 18 years and over, except employees of the Promoter, Salmat Digital Pty Limited and their immediate families and all companies and agencies associated with this Competition.

HOW TO ENTER

- 3) The Competition commences on Monday 16th June 2014 at 0900 AEST and concludes Friday 20th June 2014 at 1600 AEST ("the Competition Period").
- 4) There are two ways entrants can enter the Competition:

190: Call 1902 555 801 and register their full name, residential address and a daytime phone number as prompted during the Competition Period. Maximum cost of 190 call is 55c. Calls from payphones and mobile phones may attract a higher rate. 190 service provider is Salmat Digital Pty Limited.

OR

SMS: send an SMS containing their full name and suburb to 199 55 801 so it is received during the Competition Period. Premium SMS cost is 55c. Entrants must have premium service access. SMS entries via the Internet are ineligible. Entries are deemed to be received at the time of receipt into the Competition database and NOT at the time of transmission by the entrant. Premium SMS service provider is Salmat Digital Pty Limited. Helpline: 1300 131 276.

- 5) The SMS entry mechanic is only open to consumers with a SMS compatible mobile phone connected to a service provider which permits text messaging to the competition SMS number. It is recommended that entrants check with their individual service provider in this regard.
- 6) Multiple entries are permitted, subject to the following: (a) only one entry permitted per SMS message; (b) only one entry permitted per 190 call; and (c) each entry must be submitted separately and in accordance with the entry requirements.
- 7) 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.

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- 8) 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.
- 9) Entrants must ensure that all care is taken when dialing or sending messages to the promotional number. It is the complete responsibility of the entrant to ensure that they dial or SMS the correct number, in the event that an error occurs the Promoter accepts no responsibility for costs incurred, responses received or all other adverse consequences.
- 10) 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.

PRIZES

- 11) There will be one (1) major prize winners and they will receive the prize package detailed below. The draw will take place at Salmat Digital Pty Ltd, 116 Miller Street, North Sydney NSW 2060 on **Friday 20th June 2014 at 1630 AEST**. The winner will be notified by phone and mail and their name will be published in the Public Notices section of The Australian on Thursday 26th June 2014.

Full Details	RRP incl. GST (\$AUS)
4 x Tickets to walk the Red Carpet at the Australian Premiere of Jersey Boys, at Crown Melbourne on 25 th June. Valued at \$500 per person.	\$2000.00
4 x Return Economy airfares to Melbourne, from winner's closest capital city. Valued at \$1000.00 per person.	\$4000.00
2 x night's accommodation for four (4) people on 25 th and 26 th June 2014 (minimum 4 star)	\$1500.00
Spa treatment vouchers (valid for 6 months).	\$400.00
Dinner for four (4) people at Crown on June 26 th 2014.	\$600.00
Return hotel/airport transfers	\$200.00
4 x Jersey Boys Merchandise packs. Valued at \$360 each	\$1440.00
TOTAL MAXIMUM PRIZE POOL VALUE	\$10 140.00

- 12) Itinerary to be determined by the Promoter in its absolute discretion.
- 13) Prize must be redeemed in full as a package on Wednesday 25th June 2014. However, spa treatment vouchers will be valid for a period of 6 months.

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- 14) Prize must be taken to coincide with the Jersey Boys premiere, scheduled to take place on Wednesday 25th June 2014. The prize is subject to availability at the time of booking.
 - 15) The Promoter is neither responsible nor liable for any loss or damage suffered in the event that the Jersey Boys show is postponed, cancelled, rescheduled or relocated for any reason whatsoever.
 - 16) The winner (and their companion) must be 18 years and over to redeem and participate in the prize.
 - 17) 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.
 - 18) Unless expressly stated in these Conditions of Entry all other expenses (including travel to and from the departure point) become the responsibility of the winner and their companions.
 - 19) The four (4) flights must be utilized at the same time, for the same travel dates, to the same destination.
 - 20) 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 and their companions. 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.
 - 21) It is a condition of accepting the prize that the winner may be requested to present their credit card upon arrival at any hotel to cover all incidentals they may incur including their stay at that hotel.
 - 22) 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.
 - 23) 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.
 - 24) 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.
 - 25) 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.
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- 26) 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.
- 27) 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).
- 28) 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.
- 29) 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.
- 30) 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.
- 31) As the prize is **event based** the Promoter may conduct such further draws at the same place as the original draw as are necessary, on **Monday 23rd June 2014 at 9am AEST**, in order to distribute the prize that remains unclaimed by that date, subject however to all reference to any relevant state and territory regulations. The prize winner, if any, of such draw will be notified in writing within two (2) business days of the draw and will have their name published in the Public Notices section of the Australian on Thursday 3rd July 2014.

GENERAL

- 32) By entering the Competition via SMS an entrant consents to the Promoter using their personal details for the purposes of sending one (1) mobile terminated (MT) reply message which includes a confirmation of your entry in the Competition.
- 33) Participants must ensure that all care is taken when dialing or sending messages to the promotional number. It is the complete responsibility of the participant to ensure that they dial or SMS the correct number, in the event that an error occurs the Promoter accepts no responsibility for either, costs incurred, responses received or all other consequences. This is the responsibility of the participant.
- 34) The use of any automated entry software or any other mechanical or electronic means that permits the entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
- 35) The Promoter is not responsible for any incorrect or inaccurate information, either caused by the phone user or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.

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- 36) If this Competition is not capable of running as planned due to any reason whatsoever, including but not limited to, programming changes, technical failures (either in the administration of the Competition or the broadcast of the television program), unauthorised intervention, fraud or any causes beyond the control of the Promoter which corrupt or affect the conduct, administration, security, fairness or integrity of the Competition, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law and subject to any written directions given by a regulatory authority, to: (a) modify, suspend, terminate or cancel the Competition; and/or (b) disqualify any entrant, as appropriate, including banning an entrant from participating in future promotions conducted by the Promoter, for any reason including, but not limited to, behaving in any manner that is, as determined by the Promoter in its absolute discretion, deemed to be inappropriate or contrary to any broadcast codes, regulations or any applicable laws including mentioning or promoting any product, service, venture or item or using inappropriate language or saying anything that may in the producer's reasonable opinion be abusive, rude, threatening, offensive, harmful or hurtful to any other third party.
- 37) The Promoter accepts no responsibility for any SMS messages not received by the Promoter or delays in the delivery of the SMS message due to technical disruptions or for any other reason. An entry will only be counted as being received when it has been received by the Promoter's software system, not when it was sent from the handset.
- 38) 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.

LIABILITY AND RELEASE

- 39) 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.
- 40) 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

- 41) 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

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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.

PROMOTER

- 42) 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.
- 43) Subject to state permit authority restrictions, the Promoter may amend these Terms and Conditions in its absolute discretion.
- 44) Authorised under permit numbers: NSW: LTPS/14/04119, ACT: TP 14/01835, VIC:14/4274 & SA:TP14/01835.