

**Win A Trip To NZ To See Disney on
Ice Competition Terms &
Conditions**

Schedule

Promotion	Win a trip to NZ to see Disney On Ice Competition
Promoter	Nine Entertainment Co. Pty Ltd ABN 59 122 205 065 of 24 Artarmon Road, Willoughby, NSW 2068
Promotional Period	Start Date: 24/02/20 at 5:30am AEDT
	End Date: 28/02/20 at 11:59pm AEDT
Eligible entrants	Permanent residents of Australia who are not ineligible to enter the Promotion under clause 2 of the Terms and Conditions and who are able to travel to New Zealand in August 2020 to attend an event (Entrants)
Entry Method	<ol style="list-style-type: none"> Visit todayshow.com.au and locate the entry form Answer the question "Tell us in 25 Words or Less why you want to win a trip to NZ to see Disney on Ice" Enter full name, contact number, email, suburb, state.
Maximum Entries	Limit of 1 entry per person.
Winner Determination	<p>Game of skill. Chance plays no part in determining the Winner.</p> <p>Judging will take place by the Promoter at 24 Artarmon Road, Willoughby, NSW 2068 on 02/03/20 at 10am AEDT. The Winner will be the Entrant who has most creatively answered the promotional question. The Promoter reserves the right to select additional reserve entries that it determines to be the next best, and record them in order of merit, in case of an invalid entry or ineligible Entrant.</p>
Number of Winners	1
Winner Notification	The Winner will be notified by email.
Prize/s	<p>1 x trip to New Zealand for four (4) people valued at up to AUD\$25,000 depending on point of departure.</p> <p>Prize consists of:</p> <ul style="list-style-type: none"> 4 x Front Row tickets to New Zealand premiere of Disney on Ice in August 2020 (exact dates will be determined by the Promoter) 1 x Tangled cart ride for any children aged 4-10 years of age, to be featured in a production number during the Tangled Segment in show (subject to Special Conditions outlined below); 1 x meet and greet with a star of from the show; 1 x family merchandise pack with signed program; Return domestic flights to Auckland, New Zealand for all four (4) people; 3 x nights 5 star hotel accommodation in Auckland for four (4) people with breakfast included; Premium limo transfers between accommodation and show for four (4) people; Return transport to and from airport to accommodation for four (4) people; and \$500 spending money.

Total Prize Pool	AUD\$25,000
Special Conditions	<p>Cart ride element of the prize is subject to the following special conditions:</p> <p>Specific Conditions Pertaining To Cart Ride Prize</p> <p>If you win a prize to participate in an Ice show as part of the Promotion: You acknowledge that if you win a prize to participate in an Ice show (the "Show") as part of the Promotion, you or a person nominated by you ("the Nominated Person") will be provided with the opportunity to sit in a sledge in the get up of a cart ("Cart") and to be moved around the ice rink on which the Show is presented, (the "Cart ride"). If you accept that opportunity, you agree that the Cart ride is a recreational activity undertaken during the Show and you further acknowledge that participation in the Cart ride by you and/or the Nominated Person (subject to the acknowledgement in "Your Warranty regarding an unaccompanied Nominated Person" below) involves activities on and near ice and also involves risks which include any Obvious Risk and the following notified risks:</p> <ul style="list-style-type: none"> (a) a Nominated Person travelling in the Cart unrestrained and unaccompanied by you or an adult; (b) stumbling, slipping and/or falling and/or coming into physical contact with the ice or another person or persons while entering or exiting the ice rink, or being on the ice, or being seated in, travelling in or exiting the Cart ("activities") due to any act or failure to act by you or a Nominated Person or by a person assisting, or meant to assist you or a Nominated Person to undertake the activities or by any person on the ice rink or in the Cart; (c) travelling to and from the place where the Cart ride is to occur; (d) anything being thrown by a person including a person on the ice or a member of the audience at or toward or near the Cart ride, you, the Nominated Person or any person on the ice during the Cart ride; (e) a person on the ice propelling, or meant to be propelling, the Cart, failing to control or to properly control (partly or at all) the direction or movement of the Cart; (f) a collision or action being taken to avoid or minimise the risk of collision between the Cart and a person on the ice or any other thing on the ice; (g) the Cart failing to remain on the ice or leaving the ice, either fully or partially; and (h) any coming into contact with a person that has, or persons that have, an infectious or contagious illness or disease. <p>(“Notified Risks”).</p> <p>In these conditions, propelling the Cart includes manually pulling or pushing the Cart, putting the Cart in motion, accelerating or decelerating the Cart, turning the Cart, and bringing the Cart to a stop.</p> <p>To the extent permitted by Law, you voluntarily (a) assume and shall ensure that each Nominated Person voluntarily assumes all Obvious Risks and Notified Risks and (b) assume sole responsibility and decision making in respect of the safety and welfare of each Nominated Person in relation to the Cart ride. This includes to the extent permitted by law voluntarily assuming risks of any and all loss, injury or damage caused by, or arising from, an Obvious Risk or a Notified Risk.</p> <ol style="list-style-type: none"> 1. Your Warranty regarding an unaccompanied Nominated Person: You warrant that having regard to Obvious Risks and Notified Risks and the other terms of these Official Rules, you will only nominate and allow a Nominated Person to be involved in the Cart ride who is suitable for that involvement without being accompanied by you. A reference in the terms of these Official Rules to participation by you in the Cart ride excludes you being on the ice or in, or near, the Cart during the Cart ride. 2. Safety requirements: Without limiting the "Your Warranty regarding an unaccompanied Nominated Person" in clause 1, you agree to be bound by the procedures and specifications for the Cart ride, including requirements in the interests of safety including the maximum weight, size or height of a Child permitted to participate in the Cart ride ("Child's characteristics") which may be advertised as part of the Promotion of the Cart ride and/or otherwise

	<p>notified to you prior to or, if reasonably appropriate, during the Cart ride. Devices which are required by individuals for mobility, such as wheelchairs, cannot be accommodated in the Cart for safety reasons.</p> <ol style="list-style-type: none"> 3. To the extent permitted by Law: <ol style="list-style-type: none"> (a) neither of us is liable to the other for any liability loss, cost, damage, injury, expense or demand whatsoever and howsoever caused (including by breach of contract or tort, by default or negligence, pursuant to any occupier's liability and by breach of privacy rights) arising from the participation by you and/or a Nominated Person in the Cart ride; (b) each party releases and indemnifies the other from any liability loss, cost, damage, injury, expense or demand whatsoever and howsoever caused (including, without limitation, by breach of contract or tort, by default or negligence, pursuant to any occupier's liability and by breach of privacy rights) and arising from the participation by you and/or a Nominated Person in the Cart ride; and (c) if, notwithstanding the preceding subclauses (a) and (b), either party becomes liable to compensate, or does so compensate, the other party for any liability, loss, cost, damage, injury, expense or demand arising from the participation in the Cart ride by you and/or a Nominated Person in the Cart ride, then the parties agree that their liability to each other is limited to the cost of the Cart ride. If contrary to subclauses (a) and/or (b), we become liable to compensate, or do so compensate, a Nominated Person, then you agree to indemnify and reimburse us for that compensation. 4. If any or all of the above subclauses (a), (b) and (c) for any reason do not apply, and the Show takes place in Australia, then we as a corporation supplying recreational services in Australia are permitted in Australia under sections 64 and 139A of the Australian Consumer Law to limit liability for death or personal injury in relation to the supply of those recreational services and, to the extent permitted by Law, we limit our liability for death or personal injury in relation to the supply of those recreational services to AUD\$100,000 per occurrence. 5. You are responsible for each Nominated Person. You warrant that you are a person legally responsible for each Nominated Person, are able to enter into the terms of these Official Rules on behalf of or in connection with the Nominated Person and agree to be responsible in all respects for each Nominated Person. 6. You agree that we have no obligation to run the Cart ride in any Show. 7. Participation of a Nominated Person in the Cart ride is at our absolute discretion. 8. We can withdraw the participation of, or cease the participation of, a Nominated Person in the Cart ride at any time before or during a Cart ride and a Nominated Person may be refused access to, or removed from, the Cart by us at any time. Other than a refund of any price actually paid by you to participate in the Cart ride (which you agree will be your sole remedy), we will not be liable for any loss, cost or other harm suffered by you or a Nominated Person nor shall we be liable to satisfy any claim by or pay any compensation to you or a Nominated Person arising from us exercising our discretion under this clause. 9. In this Schedule: <ol style="list-style-type: none"> (a) <i>Australian Consumer Law</i> means Schedule 2 of the Competition and Consumer Act 2010 (Cth) and any applicable similar consumer protection laws in the states and territories of Australia that mirror the provisions of that schedule. (b) <i>Cart, Cart ride, Nominated Person, Notified Risks</i> and <i>Show</i> have the meanings given above; (c) <i>Child permitted to participate in the Cart ride</i> means a person between the ages of 4 and 10 years of age who meets the Child's characteristics in clause 3; (d) <i>ice</i> includes the ice rink and other locations on which performers perform in the Show; (e) <i>ice rink</i> includes a gate or other access point to the rink and any surround or border delineating the rink;
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	<p>(f) <i>Law</i> means either laws applicable in Australia exclusively or laws applicable in New Zealand exclusively, such that if the Show takes place in Australia, the law of the State where the Show occurs and in Australia includes the Australian Consumer Law as well as any applicable State and Federal law to that State or if the Show takes place in New Zealand, the laws of New Zealand including the Fair Trading Act 1986 and the Consumer Guarantees Act 1993.</p> <p>(g) <i>Obvious Risk</i> means a risk that is generally known as arising from the Cart ride or which ought to be reasonably known to you and/or a Nominated Person;</p> <p>(h) <i>State</i> means the State or Territory of Australia where the Show attended by you actually occurs; and</p> <p>(i) <i>We</i> means the Promoter and its nominated agents and assigns including the organiser and/or provider of the Cart ride.</p>
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Terms and Conditions

Entry into the Promotion

- 1 The Schedule above and all other entry instructions and prize information published by the Promoter form part of these Terms and Conditions. Each Entrant agrees and acknowledges that they have read these Terms and Conditions (and Schedule) and that entry into the Promotion constitutes acceptance of these Terms and Conditions (and Schedule). All capitalised terms used in these Terms and Conditions have the meaning given in the Schedule, unless stated or as the context otherwise provides.
- 2 Entry is not open to:
 - a) directors, management, employees, officers and contractors of:
 - i. the Promoter,
 - ii. any related bodies corporate of the Promoter, and
 - iii. the agencies and companies associated with the Promoter or the Promotion; and
 - b) a spouse, de facto spouse, partner, guardian, parent, child or sibling (whether natural or by marriage or adoption) of any person set out in clause 2a).
- 3 Entrants under the age of 18 must have permission from a parent or legal guardian to enter the Promotion.
- 4 Entries must be received by the Promoter during the Promotional Period. All entries are deemed to be received at the time of receipt by the Promoter, not the time of transmission by the Entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
- 5 Entrants may submit entries up to the Maximum Entries.
- 6 Entry into the Promotion via social media, promotional website or email is free. However, any costs associated with accessing the relevant social media platform, promotional website or email service are the responsibility of each Entrant and dependent on the internet service provider used.
- 7 All entries to the Promotion may be subject to verification by the Promoter. Entrants must, within seven (7) days of being asked and at the Promoter's cost, allow the Promoter to inspect and copy any documents that the Promoter may request establishing eligibility to enter the Promotion, including but not limited to receipts, evidence of age, residence and identity. The Promoter may decide in its sole discretion which documents are considered suitable for establishing eligibility to enter or win. If a Winner cannot provide suitable proof of eligibility to the Promoter's satisfaction, they forfeit their Prize in whole and no substitute or compensation will be offered.
- 8 The Promoter may, at its absolute discretion, declare any or all entries made by an Entrant to be invalid if the Entrant:
 - a) fails to establish their entitlement to win the Promotion to the Promoter's satisfaction; or
 - b) fails to produce items as required by these Terms and Conditions or produces items that appear to be illegible, stolen, forged, reconstructed, altered, incomplete or tampered with in any way; or
 - c) appears, to the Promoter, to have tampered with, or benefited from tampering with, the entry process; or
 - d) has submitted an entry that is not in accordance with these Terms and Conditions; or
 - e) has, in the opinion of the Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion or Promoter.

Entry material

- 9 Entries must be submitted in accordance with the Entry Method and must not be: incomplete; incomprehensible; unlawful or capable of violating any law or giving rise to a civil action; obscene; defamatory or libellous; threatening or harassing; pornographic or contain nudity; hateful; offensive; incite or be capable of encouraging conduct that would be considered a criminal offence; and in violation of the terms and conditions of the relevant social media platform used to enter the Promotion.
- 10 Entrants warrant that their entry is their own original work, it is not copied in any manner from any other work, and it does not infringe the copyright, moral rights, trade mark rights or any other rights of any third party.
- 11 All entries immediately become and remain the property of the Promoter. The Promoter reserves the right to use, reproduce, distribute, prepare derivative works of and display the entry material (and authorise others to do the same) for the purposes of conducting and promoting the Promotion, awarding the Prize and advertising and marketing the Promoter or the Promotion and/or future promotions on all media now known or later devised, in perpetuity.
- 12 By entering the Promotion, Entrants consent to any use of their entry by the Promoter which may otherwise infringe an Entrant's moral rights in the entry material, including (without limitation), exercising any of the rights in the entry material without identifying the Entrant, and using the entry material in any way that the Promoter sees fit, even if it results in derogatory treatment of the entry

- material (as defined in the *Copyright Act 1968* (Cth)).
- 13 Each Entrant warrants that:
- they have the full power and capacity to grant the rights, warranties and consents set out in these Terms and Conditions;
 - they will fully indemnify the Promoter against any loss or damage suffered by the Promoter:
 - if any of the warranties given by the Entrant are false;
 - as a result of any breach of clauses 12 and 13 of these Terms and Conditions by the Entrant; and
 - they have express consent from each person appearing in the entry material (or if a person appearing in the entry material is under the age of 18 from that person's parent or legal guardian) and the owner of any private property (including any items, objects or real property) appearing in the entry material.
- Winners**
- 14 The Number of Winners will be determined from all valid and eligible entries received during the Promotional Period in accordance with the Winner Determination. The Winner will receive the Prize.
- 15 The Winner will be notified in accordance with the Winner Notification.
- 16 All reasonable attempts will be made to contact the Winner. If a Prize is forfeited for any reason, that Prize will be awarded to the next best entry.
- General prize terms**
- 17 All Prize values are correct and based on the recommended retail value at the Start Date of the Promotion.
- 18 If a Prize or any part of a Prize is unavailable for any reason, the Promoter will, in its absolute discretion, substitute the Prize with another item of no lesser retail value, subject, where relevant, to the approval of the authorities that have issued permits for the conduct of the Promotion.
- 19 Unless expressly stated as being included in the Prize/s, all other costs and expenses associated with taking the Prize/s become the responsibility of Winner/s and their guest/s, including but not limited to:
- taxes (excluding departure and any other flight-associated taxes, where flights are included in the Prize);
 - costs associated with inoculations, passports and/or visa applications;
 - transfers;
 - travel insurance;
 - spending money;
 - meals;
 - transport to/from an airport departure or return point;
 - any extra sightseeing or activities; and
 - all other incidental and ancillary costs incurred by Winner/s and/or their guest/s as a direct or indirect result of taking the Prize.
- 20 Prizes cannot be refunded or exchanged and, except as expressly permitted by these Terms and Conditions, cannot be taken as a monetary payment.
- 21 Prizes may be transferred at the Promoter's sole discretion. If the Promoter exercises its discretion to allow a Winner to transfer their Prize, the transfer will be on the condition that the transferee accepts these Terms and Conditions and the Promoter may require such acceptance in writing at its absolute discretion.
- 22 All aspects of a Prize must be taken together as a package. Prizes including attendance to an event must be taken to coincide with that event. If for any reason a Winner does not (or is unable to) take their Prize or an element of their Prize at the time stipulated by the Promoter, they forfeit their Prize or that element of their Prize and no compensation or substitute will be offered.
- 23 The Promoter reserves the right to refuse to allow an Entrant/Winner and/or their guest/s to take part or continue to take part in any aspects of the Promotion or Prize/s, for any inappropriate behaviour (including intoxication), if the relevant person does not or is not able to comply with any requirements normally associated with the particular activity or if the Promoter determines, based on the advice of an appropriate and relevant medical professional, that the relevant person is not sufficiently healthy or fit so as to safely participate in the Promotion or Prize/s.
- 24 Prizes may not, without the prior written consent of the Promoter, be resold or offered for resale at a premium (including via online auction sites) or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services. If a Prize is sold or used in breach of this condition, the Promoter may, in its absolute discretion, withdraw the Prize. Where a Prize has been withdrawn in accordance with this clause, no refund, substitute or compensation will be offered and the Winner and any person who has purchased or otherwise bears that ticket will be refused entry.
- 25 If the Winner/s and/or their guest/s are under the age of 18, they must be accompanied on their

- Prize by a parent or legal guardian.
- 26 Winner/s should seek independent financial advice at the Winner's sole expense regarding any tax implications relating to the Prize/s or acceptance of the Prize/s.
- 27 Prizes cannot be used in conjunction with any other discounts or special offers.
- 28 Each Prize will be awarded to the person named in the winning entry (as judged in accordance with the Winner Determination). If a Winner is under the age of 18, the Promoter may, at its discretion, award their Prize to the Winner's parent or legal guardian. It is the responsibility of the Winner's parent/legal guardian to prove their parental status/legal guardianship at the time of the Winner Notification.
- 29 Each Prize will be awarded in the Promoter's sole discretion. The Promoter may invalidate any prize claim where the Winner has breached these Terms and Conditions or otherwise failed to comply with any requirement under these Terms and Conditions.
- 30 It is a condition of accepting the Prize/s that the Winner/s and their guest/s must sign a legal release or releases in a form determined by the Promoter in its absolute discretion.

Holiday prize terms

- 31 Winner/s and their guest/s are responsible for any amendment fees issued by airlines or suppliers once booking is confirmed and ticketed.
- 32 Airline tickets are available on the regular scheduled services of each airline and are subject to seasonal embargoes. Flight itinerary may have to be adjusted depending on the airlines' departure city and their current flight schedule.
- 33 Frequent Flyer points are not available for any of the flights included in the Prize/s.
- 34 Airline tickets included in the Prize/s cannot be used as part-payment of another airfare.
- 35 Winner/s and their guest/s must travel at the same time, including flights and accommodation. Winner/s and their guest/s must depart from and return to the same capital city airport in Australia, being the capital city airport that is closest to the Winner's place of residence. Winner/s and their guest/s are responsible for transport to and from their residence to the Winner's nearest capital city airport.
- 36 A credit card imprint or cash deposit may be required from Winner/s and/or their guest/s at check-in to a hotel, for all incidental charges.
- 37 The Promoter makes no representation as to the safety conditions or any other conditions that may exist at any destination.

Miscellaneous prize terms

- 38 The size and style of any clothing/accessories included in the Prize will be determined at the sole discretion of the Promoter.

Publicity

- 39 By accepting a Prize, Winner/s and their guest/s agree that:
- if requested by the Promoter, the Winner/s and their guest/s will:
 - provide comments about the Promotion and/or a photo or audio-visual clip of themselves; and
 - participate in any promotional activity in connection with the Promotion or the Prize;
 - the Promoter may use their name, image, comments, photographs or audio-visual clips (**Materials**) for publicity and promotional purposes in any form of media, without reference or compensation to the Winner/s and their guest/s or any other person;
 - the Promoter may use, reproduce, edit and communicate to the public the Materials at any time in any form of media;
 - the Promoter may license, authorise or otherwise transfer the rights in the Materials to others to do the same; and
 - the Winner/s and their guest/s unconditionally and irrevocably consent to any act or omission that would otherwise infringe any of their moral rights in the Materials and waive all moral rights in the Materials.

Use of social media

- 40 The following terms apply to the extent that the Promotion is conducted on, advertised or promoted on a social media platform owned by a third party (**Platform Operator**):
- each Entrant acknowledges and agrees that the Promotion is in no way sponsored, endorsed or administered by, or associated with, any Platform Operator.
 - each Entrant releases each Platform Operator and its associated companies from all liabilities arising in respect of the Promotion;
 - to the extent relevant to the Promotion, the Promoter agrees and each Entrant must agree to adhere to the prevailing terms and conditions of each Platform Operator;

- d) Entrants understand that they are providing their information to the Promoter and not to the Platform Operator;
- e) Entrants are solely responsible and liable for any content or information they transmit to other users of the Platform Operator; and
- f) any questions, comments or complaints about the Promotion must be directed to the Promoter not the Platform Operator.

Limitation of liability

- 41 Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010*, as well as any other implied warranties under the *Australian Securities and Investments Commission Act 2001* or similar State and Territory consumer protection laws (**Non-Excludable Guarantees**). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter, its associated agencies and companies and those agencies and companies associated with or involved in the Promotion (including each of their respective directors, officers, employees, servants, contractors and agents past and present) exclude all liability (including negligence), for any personal injury or death; or any loss or damage; whether direct, indirect, special or consequential (including loss of opportunity and loss of profit), arising in any way out of the Promotion or the Prize/s.
- 42 Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter, its associated agencies and companies and those agencies and companies associated with or involved in the Promotion (including each of their respective directors, officers, employees, servants, contractors and agents past and present) is not responsible for and excludes all liability (including negligence), for any personal injury or death; or any loss or damage; whether direct, indirect, special or consequential (including loss of opportunity and loss of profit), arising in any way out of:
- a) any technical difficulties or equipment malfunction (whether under the Promoter's control);
 - b) any incorrect or inaccurate information, caused either by users, by any of the equipment or programming associated with or used in connection with the Promotion, or by any technical error that may occur in the course of the Promotion;
 - c) any delays or failures in any telecommunications services or equipment;
 - d) any error, omission, interruption, deletion, defect, delay in operation or transmission, theft, destruction, unauthorised access or third party interference;
 - e) any entry or prize claim that is late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted, altered, damaged or misdirected (whether after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
 - f) any variation in Prize value to that stated in these Terms and Conditions;
 - g) any tax liability incurred by a Winner or Entrant;
 - h) if a Prize or any part of a Prize is unavailable for any reason; or
 - i) use of the Prize/s.
- 43 If a Prize is to be delivered directly to a Winner by a third party supplier, the Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the Prize, any loss or damage to the Prize, any delay or failure relating to the Prize itself or failure by the third party supplier to meet any obligations in these Terms and Conditions or otherwise.

General

- 44 The Promoter reserves the right to take any action necessary in its sole discretion at any time, subject, where relevant, to any direction given under State/Territory permit regulations.
- 45 If 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.
- 46 Prize/s and participation in this Promotion may be subject to additional terms and conditions imposed by third parties. Entrants and Winners must comply with any such additional terms and conditions. The Promoter does not accept any responsibility and is not liable for any additional conditions imposed on the taking of a Prize or participation in the Promotion. The terms and conditions which apply to a Prize at the time it is issued to a Winner will prevail over these Terms and Conditions, to the extent of any inconsistency.
- 47 If for any reason any aspect of this Promotion is not capable of running as planned, including, without limitation, by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure, acts of God, civil unrest, strike, war, act of terrorism or any other cause beyond the control of the Promoter, the Promoter reserves the right in its sole discretion to cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a Prize, subject, where relevant, to any direction given under the relevant State/Territory permit regulations.
- 48 Any attempt to cause damage to any website or the information on any website associated with this Promotion or to otherwise undermine the fair and legitimate operation of this Promotion may

be a violation of criminal and civil laws. The Promoter reserves the right to seek damages in the fullest extent permitted by law if any such attempt is made, whether that attempt results in any such damage, interference or undermining.

49 These Terms and Conditions are governed by the laws of New South Wales.

50 Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

51 These Terms and Conditions and the Schedule constitute the entire terms and conditions between each Entrant and the Promoter with respect to the Promotion. The Promoter may alter, modify, or amend these Terms and Conditions and the Schedule.

Privacy

52 The Promoter is bound by the Australian Privacy Principles in the *Privacy Act 1998*. The Promoter will collect Entrants' personal information in connection with this Promotion and will use and handle the personal information in accordance with these Terms and Conditions and the Promoter's Privacy Policy at <https://nine.com.au/privacy>.