

Win A Wedding

Competition Terms & Conditions

Schedule

Promotion	Win A Wedding Competition
Promoter	Nine Entertainment Co. Pty Ltd ABN 59 122 205 065 of 1 Denison Street, North Sydney, NSW 2060
Promotion Sponsors	N/A
Promotional Period	<p>Start Date: 07/08/23 at 5:30am AEST</p> <p>End Date: 11/08/23 at 8am AEST</p>
Eligible entrants	Permanent residents of Australia aged 18 years or over who are a couple and are legally permitted to enter into marriage ("Couple"), are prepared to be married on a date no later than 31/12/2024 and are not ineligible to enter the Promotion under clause 2 of the Terms and Conditions or the Entry Restrictions listed below (Entrants)
Entry Restrictions	<ol style="list-style-type: none"> Couples must be of good character and not be the subject of a criminal investigation, have a current criminal history, or any history of drug or alcohol abuse. As a condition of entering this promotion, Couples agree to submit to a criminal history check by the Promoter if requested in its absolute discretion. Couples must be able to travel to Kangaroo Valley NSW on either 21/02/24, 19/05/24 or 17/07/24, as chosen by the winner.
Entry Method	To enter, Entrants must complete the following steps during the Promotional Period: <ol style="list-style-type: none"> Visit www.todayshow.com.au and follow the prompts to the promotion entry page; Input the requested details and an answer in 50 words or less to the promotional question, "Why would you like to win a wedding in Kangaroo Valley?"; and Submit the fully completed entry form.
Maximum Entries	One (1) entry permitted per Couple during the Promotional Period.
Winner Determination	<p>Game of skill. Chance plays no part in determining the Winner.</p> <p>Judging will take place by the Promoter at 1 Denison Street, North Sydney, NSW 2060 on 11/08/23 at 8:05am AEST. 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	One (1)
Winner Notification	The Winner will be notified by email within two (2) business days from the judging date.
Prize/s	<p>The best valid entry, as determined by the judges will win a Kangaroo Valley NSW Wedding Package. Prize includes the following elements:</p> <ul style="list-style-type: none"> THE VENUE (Kangaroo Valley Bush Retreat) Valued at \$37,760 <ul style="list-style-type: none"> 3 days, 2 nights exclusive use of 100-acre wedding venue Kangaroo Valley Bush Retreat, including use of all facilities and accommodation for 68 people. CATERING (Rabbit & Co) Valued at \$11,720

- A delicious feast for 80 people, served family style;
- A choice of 2 canapes for the cocktail hour;
- A 3-tier wedding cake;
- Staffing, cutlery, crockery & glassware.

- **FLOWERS (Blossom Love) Valued at \$8,000**

- 1 x Main medium wedding party bouquet;
- 1 x Main wedding party Boutonniere;
- 1 x wedding party small bouquet;
- 1 x wedding party boutonniere;
- 1 x medium sized arrangement for existing bar at Sunset deck;
- 1 x medium sized floral arbour arrangement to be placed on the existing Kangaroo Valley Bush Retreat arbour at ceremony site;
- 2 x medium sized platform arrangements to be placed on the stage at Kangaroo Valley Bush Retreat ceremony site;
- 15 x medium sized arrangements for tables in reception area;
- 1 x travel/delivery of florals to Kangaroo Valley Bush Retreat, floral setup, floral styling, labour and the transfer of ceremony florals at conclusion of ceremony for repurposing from ceremony site to reception area for further decoration.

- **STYLIST (Hoorah Events) Valued at \$3,750**

CEREMONY AREA:

- Custom Welcome sign and easel

RECEPTION AREA:

- ceiling draping 30metres in white or blush;
- Custom seating chart and easel;
- linen napkins x 100, colours available dusty pink, coral rose, sand or navy;
- menu cards DL size x 100, to lay on plate;
- Candle package - Mix of votives and pillar candles or candle boxes. Cluster of 5/table. Maximum of 15 tables. White pillar candles and tea lights included;
- table runners - colours available white or blush;
- travertine tile slabs for centrepieces, 1/ table;
- Bud vases vessel only x 30 2/table.

- **WEDDING DRESS (Em Bridal Boutique) Valued at \$3,000**

- Full service of custom-made wedding dress.

- **ALCOHOL (Kangaroo Valley Fine Wines): Valued at \$4,500**

- 10 Cases of the new James Squires Low Carb Pale 24pk Btls;
- 10 Cases of Jervis Bay 11 Days Pale Ale 16pk Cans;
- 5 Cases Balter Mexican Cerveza 24pks cans or Btls;
- 120 Bottles of Wine from - Calabria Belena Still Wine Varietals &/or McWilliams Markview Sparkling Brut / Prosecco Varietals) Calabria Varieties include: Pinot Grigio, Moscato, Rose, Dolcetto Syrah, Shiraz, Montepulciano, Sangiovese.

- **RINGS (Bert Jewellery) Valued at \$3,500**

- 2 wedding rings in the winner's choice of either platinum, 18ct yellow gold, 18ct rose gold or 18ct white gold.

- **VIDEOGRAPHER (Puzzleman Productions) Valued at \$4,800**

- a video package that includes a professional videographer for a maximum of 8 consecutive hours a short film that highlights the best moments of the couple's special day. The film will be 5-8 minutes long and will feature music tracks selected from royalty-free music that the supplier has obtained a license for.

- **PHOTOGRAPHER (Red Berry Photography) Valued at \$4,200**

- 8 hours Coverage (Bride & Groom preparation, Ceremony, Bridal Portraits and Reception Coverage including dancing);

	<ul style="list-style-type: none"> - All images edited; - Online Gallery; - Wooden Print Box with USB. <ul style="list-style-type: none"> ● SUITS (Just for Him)* Valued at \$3,975 <ul style="list-style-type: none"> - The groom and up to 4 groomsmen as follows: <ul style="list-style-type: none"> o 2-Piece suit from our non wool range; o Textured white poly-cotton shirt; o Our range of ties or bowties; o Our range of pocket squares; o Black or Brown dinner shoes; o Wedding themed socks. Tailoring of suits is not included. <ul style="list-style-type: none"> ● LIVE MUSIC (White Clover Music): Valued at \$2,720 <ul style="list-style-type: none"> - For Tom and Kate to sing and play pre-ceremony (as guests arrive); - Duet special moment songs throughout ceremony; - Tom and Kate to sing canapés & drinks music for guests as they mingle on the sunset deck; - Tom & Kate will take care of all of the music for the couple's ceremony & canapes; - This includes our sound equipment kit and the online meeting with the couple, prior, to create a song list, and the time Tom and Kate spend learning any special moment songs (such as aisle song, signing of the register song, and exit song). <ul style="list-style-type: none"> ● HAIR & MAKE UP (Making Faces, Make-up & Hair) Valued at \$1,500 <ul style="list-style-type: none"> - Makeup and Hair Package for a Bridal party of 5 including Bride and Bridesmaids. <ul style="list-style-type: none"> ● CELEBRANT (Marry Me Nicky): Valued at \$1,890 <ul style="list-style-type: none"> - a personalised ceremony written to the Couple's specifications; - unlimited phone/email contact in the build up to the ceremony; - guidance and support in writing personal vows (if required); - officiating the ceremony including use of supplier's PA system throughout; - all legal paperwork, documentation, administration, and lodgement costs including a Commemorative Marriage Certificate. <ul style="list-style-type: none"> ● DJ (Above & Beyond Entertainment) Valued at \$1,200 <ul style="list-style-type: none"> - Above & Beyond Entertainment will provide winning couple with a free DJ service for up to 4 (consecutive) hours, counted from when DJ music first starts until DJ plays the last song and can commence pack-up. - DJ service will include: 2 x powered speakers, DJ console, microphone, disco lights + a professional wedding DJ to play to Couple's custom music brief. <ul style="list-style-type: none"> ● BRIDESMAID DRESSES (Bec & Bridge)* Valued at \$1,520 <ul style="list-style-type: none"> - 4 x bridesmaid dresses. <ul style="list-style-type: none"> ● BRIDES HONEYMOON WARDROBE* (Tussah) Valued at \$1,000 <ul style="list-style-type: none"> - Any items from TUSSAH.com.au up to a value of \$1,000 for honeymoon outfits. <p>*In the event the winning couple is a same-sex couple and would prefer alternative arrangements for attire, the Promoter will work with the winning Couple to discuss suitable alternatives</p>
Total Prize Pool	AUD\$95,035

Prize Supplier/s	Kangaroo Valley Bush Retreat Rabbit and Co Blossom Love Hoorah Events Em Bridal Boutique Kangaroo Valley Fine Wines Bert Jewellery Puzzleman Productions Red Berry Photography Just for Him White Clover Music Making Faces, Make-up & Hair Marry Me Nicky Above & Beyond Entertainment Bec & Bridge Tussah Bridesmaids Only
Special Conditions	<ol style="list-style-type: none"> 1. The winning Couple must select their wedding date from the available options (21/02/24, 19/05/24 or 17/07/24) no later than two (2) weeks after being declared the winner. 2. For clarity flights are not included in the prize. Travel to the Venue is not included and the winning Couple and their guests are responsible for all travel to and from the Venue. 3. The winning Couple must sign a legal release/s or agreement/s in a form determined by each Prize Supplier/s in their absolute discretion and agrees to be bound by each individual suppliers terms & conditions. 4. If the winning Couple wishes to make any changes or add any optional extras from a Prize Supplier, this may be at an additional cost, as advised by the Prize Supplier. A full list of inclusions and exclusions will be provided to the winning Couple. 5. The prizes from all suppliers are only valid to be redeemed on selected dates provided by The Venue and must be booked in conjunction with the Win a Wedding competition 6. Prize elements cannot be exchanged for monetary value. There is no cash refund for any unused aspects of the prize. 7. Each Prize Supplier is responsible for the provision of their own services/products. 8. Upon selecting a wedding date, the Venue will contact each supplier on the winner's behalf to confirm the booking with them. The winner will be then handed over to each supplier to deal with them directly. 9. Any photography & videography of the winning Couple's wedding can be used by the suppliers for promotional purposes.

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. the Promotion Sponsor,
 - iii. the Prize Supplier/s,
 - iv. any related bodies corporate of the Promoter, the Promotion Sponsor and the Prize Supplier/s, and
 - v. the agencies and companies associated with the Promoter or the Promotion;
 - 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); and
 - c) any person who is ineligible to enter the Promotion under the Entry Restrictions (where applicable) in the Schedule.
- 3 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.
- 4 Entrants may only submit a maximum of one (1) entry.
- 5 Entry into the Promotion via promotional website is free. However, any costs associated with accessing the promotional website are the responsibility of each Entrant and dependent on the internet service provider used.
- 6 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.
- 7 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

- 8 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.
- 9 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.
- 10 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.

- 11 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)).
- 12 Each Entrant warrants that:
- a) they have the full power and capacity to grant the rights, warranties and consents set out in these Terms and Conditions;
 - b) they will fully indemnify the Promoter against any loss or damage suffered by the Promoter:
 - i. if any of the warranties given by the Entrant are false;
 - ii. as a result of any breach of clauses 8 and 9 of these Terms and Conditions by the Entrant; and
 - c) 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

- 13 The Winner 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.
- 14 The Winner will be notified in accordance with the Winner Notification.
- 15 All reasonable attempts will be made to contact the Winners. If the Prize is:
- a) not claimed by a Winner by the time stipulated by the Promoter upon notification; or
 - b) forfeited for any reason,
- that Prize will be awarded to the next best entry and the winner will be notified by phone and/or email within two (2) business days.

General prize terms

- 16 All Prize values are correct and based on the recommended retail value at the Start Date of the Promotion.
- 17 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 and/or specification, subject, where relevant, to the approval of the authorities that have issued permits or authorities for the conduct of the Promotion.
- 18 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:
- a) taxes;
 - b) costs associated with inoculations, passports and/or visa applications;
 - c) transfers or travel/transport of any kind;
 - d) all other incidental and ancillary costs incurred by the winning Couple and/or their guest/s as a direct or indirect result of taking the Prize.
- 19 Prizes cannot be refunded or exchanged and, except as expressly permitted by these Terms and Conditions, cannot be taken as a monetary payment.
- 20 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.
- 21 All aspects of a Prize must be taken together as a package. Prize aspects must be taken to coincide with the planned wedding. If for any reason the 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.
- 22 The Promoter reserves the right to refuse to allow the 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) or if the relevant person does not or is not able to comply with any requirements normally associated with the particular activity.
- 23 Prizes may not, without the prior written consent of the Prize Supplier/s and 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 or the Prize Supplier/s may, at their 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.

- 24 If any guest of the winning Couple is under the age of 18, they must be accompanied at the wedding by a parent or legal guardian.
- 25 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.
- 26 Prizes cannot be used in conjunction with any other discounts or special offers.
- 27 The Prize will be awarded to the person named in the winning entry (as judged in accordance with the Winner Determination).
- 28 The 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.
- 29 It is a condition of accepting the Prize that the winning Couple must sign a legal release or releases in a form determined by the Promoter, Prize Supplier/s and/or the Promotion Sponsor in their absolute discretion.
- 30 A credit card imprint or cash deposit may be required from the Winner for all incidental charges.
- 31 The Promoter and the Prize Supplier/s make no representation as to the safety conditions or any other conditions that may exist at the Venue.
- 32 Voucher prizes are only valid for the period as advised by the Promoter or Prize Supplier/s and can only be redeemed in accordance with the Prize Supplier's terms and conditions.
- 33 Alcohol will not be distributed by or to any person under 18, nor can a person under 18 dispense or collect an alcohol prize. The winning Couple and/or their guests will be refused service of alcohol or provision of an alcoholic beverage prize if it would breach any relevant laws or codes including those relating to the responsible service of alcohol.
- 34 The Promoter supports the responsible service of alcohol and encourages consumers to enjoy alcohol responsibly. Legal aged consumers are advised to consider the safe drinking levels recommended in the National Health and Medical Research Council Australian Guidelines to Reduce Health Risks from Drinking Alcohol. A full version of these Guidelines is available at <https://www.nhmrc.gov.au/health-advice/alcohol>.
- 35 The size and style of any clothing/accessories included in the Prize will be determined at the sole discretion of the Promoter.

Publicity

- 36 By accepting a Prize, the winning Couple and their guest/s agree that:
- a) if requested by the Promoter, they will:
 - i. provide comments about the Promotion and/or a photo or audio-visual clip of themselves; and
 - ii. participate in any promotional activity in connection with the Promotion or the Prize;
 - b) 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 winning Couple and their guest/s or any other person;
 - c) the Promoter may use, reproduce, edit and communicate to the public the Materials at any time in any form of media;
 - d) the Promoter may license, authorise or otherwise transfer the rights in the Materials to others to do the same; and
 - e) the winning Couple 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

- 37 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**):
- a) each Entrant acknowledges and agrees that the Promotion is in no way sponsored, endorsed or administered by, or associated with, any Platform Operator.
 - b) each Entrant releases each Platform Operator and its associated companies from all liabilities arising in respect of the Promotion;
 - c) 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

- 38 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.
- 39 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;
 - i) if the wedding is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; or
 - j) use of the Prize/attendance at the prize event.
- 40 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

- 41 The Promoter reserves the right to take any action necessary in its sole discretion at any time to ensure the reasonable conduct of the Promotion.
- 42 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.
- 43 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.
- 44 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.
- 45 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 and the Prize Supplier/s reserve 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.
- 46 These Terms and Conditions are governed by the laws of New South Wales and each of the relevant State authorities.

- 47 Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 48 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, subject, where relevant, to the approval of the authorities that have issued permits or authorities for the conduct of the Promotion.

Privacy

- 49 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:
- a) the Promoter's Privacy Policy at <https://nine.com.au/privacy>; or
 - b) if the Promotion is associated with Pedestrian.TV, the Pedestrian Group Privacy Policy at <https://www.pedestrian.tv/privacy-policy/>.
- The Promoter's Privacy Policy and Pedestrian Group Privacy Policy contain information regarding:
- c) how Entrants may access or correct any of their personal information collected by the Promoter; and
 - d) how Entrants may lodge a complaint with the Promoter for a breach of any Australian Privacy Principle (**APP**) or APP code, and how the Promoter will action such complaint.
- 50 If there is a Promotion Sponsor, the Promotion Sponsor may use the personal information of an Entrant for marketing purposes if the Entrant has given their consent to be contacted by the Promotion Sponsor.