Mega Cash Monday

Competition Terms & Conditions

Schedule

Promotion	Mega Cash Monday
Promoter	Nine Entertainment Co. Pty Ltd ABN 59 122 205 065 of 24 Artarmon Road, Willoughby, NSW 2068
Promotion Sponsor	N/A
Promotional Period	**Start Date:** 10/02/20 at 05:30 AEDT
	End Date: 29/03/20 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. (**Entrants**)
Entry Restrictions	Entry is not open to individuals who have won a prize in any "Today Show Mega Cash", "Today Show Mega Cash-a-Roo" or "Today Show Block Of Cash" promotion conducted by the Promoter in the previous 12 months of the Promotional Period.
Entry Method	A weekly code word will be provided within the promoted competition segment (as set out in Table A below). Each week's code word will be promoted every Monday following the cash call. That week's promoted code word will be valid until 23:59 AEST/AEDT on Sunday of that week. A new code word for the next week's competition period will be released the following Monday. It is the entrant's responsibility to ensure they have the correct valid code word at time of entry. To enter: SMS: Entrants can text their full name, code word and full address including suburb, state and postcode to 199 55 901. Entrants only need to submit a phone number that they can be contacted on if it differs from the mobile phone used to send the SMS to register. SMS entry cost per message within 160 characters is $0.55 including GST. Messages exceeding 160 characters may be charged extra. Premium SMS Service Provider is Ansible Pty Ltd. Helpline number 1300 914 815. NOTE: by entering the promotion 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 their entry in the promotion. Smartphone Transaction: Available for Optus customers only. Entrants can visit enter9.tv/today and click on the Mega Cash Monday link and select the option they prefer (number of entries – 1 entry for $0.55, 2 entries for $1.05, 5 entries for $2.50, 10 entries for $4.50 or 25 entries for $9.99). Entries via smartphone will be charged according to selection (ie $0.55, $1.05, $2.50, $4.50 or $9.99 (including GST)) and may include download charges in accordance with the entrant's mobile phone contract. Ansible Pty Ltd Helpline 1300 914 815. The above listed entry mechanics, (SMS, Smartphone Transaction) are only available to entrants with a compatible mobile phone connected to a service provider that permits these premium rate services. It is recommended that entrants check with their individual service provider in this regard.

<table>
<tr><td>Maximum Entries</td><td>Multiple entries permitted, subject to each entry being submitted separately and in accordance with entry requirements. The Entrant is eligible to win a maximum of one (1) prize (excluding SA residents, who are eligible to win multiple prizes). If an entry has been drawn once that Entrant will not be eligible to be drawn again during the Promotional Period (except for SA residents). In the event that such Entrant is drawn again, the entry will be deemed invalid. Only one (1) person per phone number entered will be eligible to win.</td></tr>
<tr><td>Winner Determination</td><td>Game of chance. Skill plays no part in determining the Winner.

There will be one (1) draw conducted for each period set out in Table A below (each “Draw Period”). Entries into each Draw Period close at 11:59pm AEDT (as applicable) on the dates set out in Table A below. Each draw for each Draw Period will take place at 12:10am AEDT at Level 3, 100 Chalmers Street, Surry Hills NSW 2010 on the dates set out in Table A below. The Promoter reserves the right to draw additional reserve entries (and record them in order), in the event that an invalid entry is drawn or an Entrant drawn is ineligible. Undrawn entries in each Draw Period will not be entered into subsequent Draw Periods.

To be a valid Winner, each Entrant who receives a call during a live broadcast of The Today Show above must comply with the following requirements:

(a) The Entrant must answer their call within three (3) full rings.

(b) Upon answering the call, the Entrant must state “I wake up with Today” (or any alternative phrase as deemed suitable by the Promoter in its absolute discretion).

(c) The Entrant must answer the phone live when called. No recording devices including, but not limited to, answering machines will be accepted.

Table A

<table>
<tr><th>Draw Period</th><th>Open Date 11:59pm AEDT 5:30am AEDT*</th><th>Close Date 11:59pm AEDT</th><th>Winners Draw Date 12:10am AEDT</th><th>Winners call during the Today Show broadcast between 5:30am – 9:30am AEDT (Monday) NSW time</th><th>Publication in the event of winners (Thursday)</th></tr>
<tr><td>1</td><td>10/02/2020*</td><td>16/02/2020</td><td>17/02/2020</td><td>17/02/2020</td><td>20/02/2020</td></tr>
<tr><td>2</td><td>16/02/2020</td><td>23/02/2020</td><td>24/02/2020</td><td>24/02/2020</td><td>28/02/2020</td></tr>
<tr><td>3</td><td>23/02/2020</td><td>01/03/2020</td><td>02/03/2020</td><td>02/03/2020</td><td>05/03/2020</td></tr>
<tr><td>4</td><td>01/03/2020</td><td>08/03/2020</td><td>09/03/2020</td><td>09/03/2020</td><td>12/03/2020</td></tr>
<tr><td>5</td><td>08/03/2020</td><td>15/03/2020</td><td>16/03/2020</td><td>16/03/2020</td><td>19/03/2020</td></tr>
<tr><td>6</td><td>15/03/2020</td><td>22/03/2020</td><td>23/03/2020</td><td>23/032020</td><td>26/03/2020</td></tr>
<tr><td>7</td><td>22/03/2020</td><td>29/03/2020</td><td>30/03/2020</td><td>30/03/2020</td><td>02/04/2020</td></tr>
</table>
</td></tr>
<tr><td>Number of Winners</td><td>7</td></tr>
<tr><td>Winner Notification</td><td>Winners will be notified immediately via telephone in accordance with the process set out in ‘winner determination’ and confirmed in writing within two (2) business days and their names will be published in The Australian on the respective date specified in Table A above.</td></tr>
</table>

Prize/s	AUD$50,000
Total Prize Pool	AUD$350,000
Prize Supplier/s	N/A
Winner Publication	Table A
Unclaimed Prize Date	15/06/2020 at 09:00 am AEST at Ansible, Level 3, 100 Chalmers Street, Surry Hills NSW 2010.
Unclaimed Prize Winner Notification	Winners, if any, will be contacted in writing within two (2) business days of the draw.
Unclaimed Prize Winner Publication	Winner names will be published in The Australian on 22/06/2020.
Special Conditions	Cash calls are made in Sydney time. For Draw Periods 1 – 6 inclusive, the Promoter will randomly draw one (1) Entrant from all valid entries registered in the relevant Draw Period. For Draw Period 7, the Promoter will randomly draw thirty (30) Entrants from all valid entries registered for that Draw Period. All drawn Entrants will be called during the live broadcast of The Today Show on Channel 9 on the dates stipulated in Table A for their chance to win. The Promoter will call the randomly drawn entries, in the order they were drawn and recorded, and via their fixed line telephone and/or mobile telephone number from which their entry was originally received. In the event that within their entry, the Entrant stipulates a different number from which their entry was originally received, this number will be used to call the Entrant. In the event an Entrant leaves both a mobile number and a landline number in their entry, the Promoter will call the mobile number if the Entrant is drawn. Entrants must satisfy the “Valid Winner Determination”. For each Draw Periods there will be one (1) call per live broadcast of The Today Show (subject to the below). In the case of Draw Period 7, in the event that the first (1st) call in this period is not a valid winner in accordance with the Valid Winner Requirements, then the Promoter will call the remaining twenty nine (29) Entrants in the order they were drawn, until the call is answered and recorded to ensure that any remaining monies are awarded. In the event this process does not result in all prize monies being awarded, they will be awarded in the unclaimed prize draw. If a representative of the Entrant answers the fixed line telephone and/or mobile telephone number from which the entry was originally received, and fulfils the Valid Winner Requirements, that representative has the right to win on behalf of, and subject to the agreement of, the Entrant as deemed suitable by the Promoter in its absolute discretion. In this event, the representative will be taken to be the Winner of the relevant Draw Period. If the Entrant does not agree to his/her representative winning the prize on the Entrant’s behalf, that prize will be forfeited in whole and no substitute or compensation will be offered to the Entrant or their

	representative. The final decision in determining whether or not an Entrant has answered the phone in a manner that satisfies the Valid Winner Requirements, will remain at all times with the Promoter and will be determined by the Executive Producer of The Today Show or their nominated representative on the day. No correspondence will be entered into. The Promoter advises that entrants must take care in preparing to answer their call correctly (including but not limited to ensuring that the Entrant's phone is close within reach at all times). For the removal of doubt, the Promoter is neither responsible nor liable for any loss or damage suffered in the event that the Entrant is unable to correctly answer the call as required. If the Entrant does not satisfy the Valid Winner Requirements, that entrant will not be a valid winner. In this case, the prize that was available for the relevant Draw Period will be forfeited and will go into the next prize pool for the next drawn Entrant. An Entrant who forfeits a prize under this clause will not be offered any substitute or compensation. In the event that any broadcasts of The Today Show are changed, delayed or cancelled for any reason, the winner announcements that were scheduled for that broadcast will be carried out in the next show broadcasted on the next business day. The Promoter and/or the program producer reserve the right to terminate any entrant's call if, in their sole discretion, they believe that the Entrant is being in any way impolite, abusive or offensive and to prohibit any such Entrant from future entry to the promotion during the entire Promotional Period. Any such Entrant's entries in the promotion will also be deemed invalid.
Permit numbers	ACT: TP 20:xxx, NSW: LTPS/20/xxxx, SA: T20:xxxx

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. 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. If multiple entries are permitted, each entry must be submitted separately and each answer to the promotional question (if applicable) must be unique.
6. Any and all entries that are made using any automated entry means, computer entry service or any other mechanical or electronic means that allows an individual to automatically enter repeatedly are invalid and will be rejected by the Promoter.
7. 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.
8. 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.
9. 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

10 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.

11 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.

12 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.

13 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 Act1968* (Cth)).

14 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 12 and 13 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

15 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/s will receive the Prize/s.

16 The Winner/s will be notified in accordance with the Winner Notification and the Winner/s name (first initial and surname) and State/Territory of residence will be published in accordance with the Winner Publication.

17 All reasonable attempts will be made to contact the Winner/s. Subject, where relevant, to any direction given under the relevant State/Territory permit regulations, if a Prize is:

a) not claimed by the Winner by the Unclaimed Prize Date; or

b) forfeited for any reason,

that Prize will be awarded to the next best entry or the next valid entry drawn (as the case may be). The winner of the Unclaimed Prize will be notified in accordance with the Unclaimed Prize Winner Notification and the Unclaimed Prize Winner's name (first initial and surname) and State/Territory of residence will be published in accordance with the Unclaimed Prize Winner Publication.

General prize terms

18 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.

19 Each Prize will be awarded to the person named in the winning entry (as judged or drawn – as the case may be – 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.

20 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.

21 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, Prize Supplier/s and/or the Promotion Sponsor in their absolute discretion.

Publicity

22 By accepting a Prize, Winner/s and their guest/s agree that:

a) if requested by the Promoter, the Winner/s and their guest/s 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 Winner/s 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 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

23 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

24 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.

25 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.

26 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

27 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.

28 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.

29 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.

30 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.

31 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.

32 These Terms and Conditions are governed by the laws of New South Wales and each of the relevant State authorities.

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

34 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 for the conduct of the Promotion.

Privacy

35 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.

36 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.