

Power Up Your Budget

Terms & Conditions

Schedule

Promotion	Today Show Perth Watch and Win
Promoter	Nine Entertainment Co. Pty Ltd ABN 59 122 205 065 of 1 Denison Street, North Sydney, NSW 2060
Promotional Period	Start Date: 12/02/24 at 5:30am AWST End Date: 23/02/24 at 12pm AWST
Eligible entrants	Permanent residents of WA aged 18 years and over who are not ineligible to enter the Promotion under clause 2 of the Terms and Conditions (Entrants).
Entry Method	To enter, Entrants must complete the following steps during the Promotional Period: 1. Watch Today Perth each weekday morning between 5.30am - 9.00am AWST and take note of the daily codeword displayed on screen; 2. Scan the QR code on screen, or visit www.todayshow.com.au and follow the prompts to the promotion entry page; 3. Input the requested details and the daily codeword; and 4. Submit the fully completed entry form.
Maximum Entries	Multiple entries permitted, subject to the following: (a) a maximum of ten (10) entries per Entrant during the Promotional Period; (b) each entry must be submitted separately and in accordance with entry requirements; (c) only one (1) codeword per entry is permitted; (d) the same codeword cannot be used more than once; and (e) a limit of one (1) prize per person applies. For the avoidance of doubt, entrants may only submit ten (10) entries, each of which must contain a different codeword.
Winner Determination	Game of chance. Skill plays no part in determining the Winner. The Winners will be drawn electronically by computerised random draw by Anisimoff Legal, G13, 3 Amy Close, Wyong NSW 2259 at 4pm AEDT on the following dates: <ol style="list-style-type: none">1. 12/02/24;2. 13/02/24;3. 14/02/24;4. 15/02/24;5. 16/02/24;6. 19/02/24;7. 20/02/24;8. 21/02/24;9. 22/02/24;10. 23/02/24. The Winner in each draw will be the first (1) valid entry drawn. The Promoter reserves the right to draw additional reserve entries, and record them in the order drawn, in the event that an invalid entry is drawn or an Entrant drawn is ineligible.
Number of Winners	Ten (10) – one (1) per draw.
Winner Notification	Each Winner will be notified by phone and/or email within two (2) business days from the draw date.
Prize/s	The first (1) valid entry drawn in each draw will win AUD\$1,000.00 to be deposited into the winner's nominated Australian bank account by electronic funds transfer (EFT). Prize Value: AUD\$1,000.00
Total Prize Pool	AUD\$10,000.00

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; 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 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 or its agencies, not the time of transmission by the Entrant. Records of the Promoter and its agencies will be used to verify this.
- 4 Entrants may submit entries up to the Maximum Entries. If multiple entries are permitted, each entry must be submitted separately and in accordance with entry requirements.
- 5 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.
- 6 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.
- 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. If a Winner cannot provide suitable proof of eligibility to the Promoter's reasonable satisfaction, they forfeit their Prize in whole and no substitute or compensation will be offered.
- 8 The Promoter may, 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 reasonable 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 reasonable 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 All entries immediately become and remain the property of the Promoter.
- 11 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.

Winners

- 12 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.

- 13 The Winner/s will be notified in accordance with the Winner Notification.
- 14 All reasonable attempts will be made to contact the Winner/s. Subject, where relevant, to any direction given under the relevant State Authority regulations, if a Prize is:
- a) not claimed by the Winner by the date and time specified by the Promoter; or
 - b) forfeited for any reason,
- that Prize will be awarded to the next valid entry drawn and the winner will be notified by phone and/or email.

General prize terms

- 15 All Prize values are correct and based on the recommended retail value at the Start Date of the Promotion.
- 16 Prizes cannot be exchanged.
- 17 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.
- 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 drawn in accordance with the Winner Determination).
- 20 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 must sign a participant or winner legal release or releases in a form determined by the Promoter, Prize Supplier/s and/or the Promotion Sponsor in their reasonable discretion.

Publicity

- 22 By accepting a Prize, Winner/s agree that:
- a) if requested by the Promoter, the Winner/s will:
 - i. provide comments about the Promotion and/or a photo or audio-visual clip of themselves; and
 - ii. participate in any reasonable promotional activity in connection with the Promotion or the Prize during the Promotional Period and for a reasonable period following the Promotional Period. The Promoter will pay for the reasonable expenses of the Winner/s participation pursuant to this clause;
 - 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 or any other person;
 - c) the Promoter may use, reproduce, edit and communicate to the public the Materials during the Promotional Period and a reasonable period following the Promotional Period in any form of media;
 - d) the Promoter may license, authorise or otherwise transfer the rights in the Materials to other parties which we engage for the purposes of the Promotion which may reasonably require the Materials for purposes related to the Promotion to do the same; and
 - e) the Winner/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, 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 (other than with respect to any rights you may have which result from our negligence, wilful acts or omissions or material breach of these Terms and Conditions) 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;
 - 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) use of the Prize/s.
- 26 Notwithstanding clauses 24 and 25, you may have rights which result from our negligence, wilful acts or omissions or material breach of these Terms and Conditions

General

- 27 Prize/s and participation in this Promotion may be subject to additional terms and conditions imposed by third parties, of which the Entrants and Winner will be made aware, and the 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 by a third party on the taking of a Prize or participation in the Promotion.
- 28 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 Authority regulations.
- 29 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 to this Promotion.
- 30 These Terms and Conditions are governed by the laws of New South Wales and each of the relevant State authorities.
- 31 Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 32 These Terms and Conditions and the Schedule constitute the entire terms and conditions

between each Entrant and the Promoter with respect to the Promotion but they do not exclude the Entrant's rights that it would otherwise have under the *Consumer and Competition Act 2010 (Cth)* (*Australian Consumer Law*).

33 The Promoter may alter, modify, or amend these Terms and Conditions and the Schedule where required by the authorities that have issued permits or an authority for the conduct of the Promotion or to otherwise comply with any other law. The Promoter will make reasonable attempts to notify each Entrant of any changes to the Terms and Conditions and the Schedule made pursuant to this clause.

Privacy

34 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.

35 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.