

Today Show Holiday A Day Giveaway Competition Terms & Conditions

Schedule

Promotion	Today Show Holiday A Day Giveaway Competition
Promoter	Nine Entertainment Co. Pty Ltd ABN 59 122 205 065 of 1 Denison Street, North Sydney, NSW 2060
Promotional Period	Start Date: 27/02/23 at 5:30am AEDT
	End Date: 03/03/23 at 8:15am AEDT
Eligible entrants	Permanent residents of Australia 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: <ol style="list-style-type: none"> 1. Visit www.todayshow.com.au and locate the entry page. 2. Complete the official entry form with all requested details including full name, contact number, email address, suburb and postcode, and an answer to the question in 25 words or less “why would you like to win?” (or if another question is included on the entry form, an answer to that question in 25 words or less). 3. Submit the completed entry form.
Maximum Entries	Limit one (1) entry per Entrant per day during the Promotional Period. Maximum of one (1) Prize permitted per person.
Winner Determination	Game of skill. Chance plays no part in determining the Winner. <p>There will be five (5) rounds of judging for this promotion (Round). Entries into Round 1 open at 5am AEDT and close at 11am AEDT on 27/02/23, entries into Round 2 open at 5am AEDT and close at 11am AEDT on 28/02/23, entries into Round 3 open at 5am AEDT and close at 11am AEDT on 01/03/23, entries into Round 4 open at 5am AEDT and close at 11am AEDT on 02/03/23 and entries into Round 5 open at 5am AEDT and close at 8:15am AEDT on 03/03/23. Judging will take place by the Promoter at 1 Denison Street, North Sydney, NSW 2060 on 27/02/23 from 11:05am AEDT for Round 1, on 28/02/23 from 11:05am AEDT for Round 2, on 01/03/23 from 11:05am AEDT for Round 3, on 02/03/23 from 11:05am AEDT for Round 4 and on 03/03/23 from 8:20am AEDT for Round 5. The Winners will be the Entrant in each Round who has most creatively answered the promotional question applicable to that Round. 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. Non-winning entries in each Round will NOT be entered into subsequent Rounds.</p>
Number of Winners	5 (1 per Round)
Winner Notification	The Winners will be notified by email and telephone.
Prize/s	<ol style="list-style-type: none"> 1. Round 1 (27/02/23) – 1 x Trip to Townsville for 2 adults including Virgin Australia return economy class flights to Townsville, QLD from winner’s nearest capital city for 2 adults, 3 nights accommodation at Hotel Grand Chancellor in a 1 bedroom apartment with daily breakfast and 3 x \$100 dinner vouchers, Adrenalin Snorkel and Dive Museum of Underwater Art and Great Barrier Reef snorkel trip (from Townsville) + Introductory dive (no certification required) for 2 adults, Sealink Queensland return ferry tickets to Magnetic Island (from Townsville) + drink pass onboard (one per person), for 2 adults, 2 x Beach Club Magnetic Island tickets to gourmet Magnetic Island

	<p>picnic on remote beach/bay (including boat transfers from Magnetic Island), 1 x 24 hour car hire of a Topless Jeep on Magnetic Island from MI Rentals and \$200 A Touch of Salt dinner voucher. Prize Value: up to AUD\$3,918 depending on date and point of departure.</p> <p>2. Round 2 (28/02/23) – 1 x Trip to Townsville for 2 adults including Virgin Australia return economy class flights to Townsville, QLD from winner’s nearest capital city for 2 adults, 4 nights accommodation at Ville Resort Casino, 1 night accommodation at Lucinda Hotel, Sealink Queensland return ferry tickets to Magnetic Island (from Townsville) + drink pass onboard (one per person), for 2 adults, Wild Hinchinbrook Adventures 2-day Waterfall Adventure Tour including transfers to Hinchinbrook Island, and Wallaman Falls, Townsville Jet Ski and Watercraft 2 hour personalised jet ski tour from Townsville, for 2 adults and 3 day car hire from Townsville via SIXT. Prize Value: up to AUD\$3,460 depending on date and point of departure.</p> <p>3. Round 3 (01/03/23) – 1 x Trip to Townsville for 2 adults including Virgin Australia return economy class flights to Townsville, QLD from winner’s nearest capital city for 2 adults, 7 nights accommodation at Selina Magnetic Island in a double bungalow for 2 adults, including a Breakfast With Koalas Experience, Sealink Queensland return ferry tickets to Magnetic Island (from Townsville) + drink pass onboard (one per person) for 2 adults, Aquascene Charters Magnetic Island Discovery Tour of Magnetic Island for 2 adults, Pilgrim Sailing sunset sailing experience for 2 adults, Jet Ski Hire Magnetic Island 1 hour jet ski hire + GoPro hire for 2 adults and Best of Magnetic 4 day car hire on Magnetic Island. Prize Value: up to AUD\$4,148 depending on date and point of departure.</p> <p>4. Round 4 (02/03/23) – 1 x Trip to Townsville for 2 adults including Virgin Australia return economy class flights to Townsville, QLD from winner’s nearest capital city for 2 adults, 3 nights accommodation at City Oasis for 2 adults, 2 nights accommodation at Kernow Charters Towers for 2 adults, Sealink Queensland return ferry tickets to Magnetic Island (from Townsville) + drink pass onboard (one per person) for 2 adults, 4 day car hire from Townsville via SIXT, Texas Longhorn Tours Safari Tour for 2 adults, Magnetic Island Best Bus Tours Maggie Comprehensive Tour for 2 adults, Bridgewater Tasting Menu and Wine experience for 2 adults, Townsville Helicopters Townsville scenic flights for 2 adults and Osk Bar cocktail masterclass for 2 adults. Prize Value: up to AUD\$4,480 depending on date and point of departure.</p> <p>5. Round 5 (03/03/23) – 1 x Trip to Townsville for 2 adults including Virgin Australia return economy class flights to Townsville, QLD from winner’s nearest capital city for 2 adults, 3 nights accommodation in a 1 bedroom apartment at Quest on Eye for 2 adults, Sealink Queensland return ferry tickets to Magnetic Island (from Townsville) + drink pass onboard (one per person) for 2 adults, and Nautilus Aviation Havannah Island Getaway Helicopter Experience for 2 adults. Prize Value: up to AUD\$4,000 depending on date and point of departure.</p> <p>All elements of the Prizes are subject to the Special Conditions, as applicable.</p>
Prize Supplier	Townsville Enterprise
Total Prize Pool	AUD\$20,006.00

Special Conditions

Adrenalin Snorkel and Dive – Blackout dates cover any public holidays. Valid for 12 months.

<https://adrenalindive.com.au/faq/tcsandprivacypolicy/>

Hotel Grand Chancellor – Blackout dates: 22-28 June 2023, 6-9 July 2023. Valid for 12 months

Sealink Queensland – Valid for 12 months

Beach Club Magnetic Island – Prize must be booked online via the Beach Club Magnetic Island website (details will be provided in the email to the winner, as mentioned in “Supply” above) and all bookings will be subject to availability at the time of booking. Blackout dates: 6-23 April 2023, 24 June – 16 July 2023, 16 September – 8 October 2023, 23 December 2023 – 7 January 2024.

MI Rentals – Prize winner must have secure covered parking for Jeep. No vehicles permitted at Nomads Base Backpackers overnight. All drivers must be over the age of 21 years and under 80 years. All drivers must have a full drivers licence – Learners and Provisional licences not accepted. A valid credit card must be produced and a \$200 refundable security deposit will be held. There is an insurance excess of \$4000. Excess reduction of \$29 will reduce this to \$1500. No access to West Point or past the Picnic Bay Golf Club or along Radical Bay road. Vehicle to be refuelled upon return and all damages, fines and additional costs are the responsibility of the Prize Winner. All Terms and Conditions provided at the time of Jeep pick up.

Prize winner must book directly with MI Rentals and Jeeps on Maggie. Excluding school holidays, easter and subject to availability.

A Touch of Salt – Valid for 12 months

The Ville Resort-Casino – Terms and conditions apply. Subject to availability, change and cancellation. Prize must be redeemed prior to 30 December 2023. Must be aged 18 years and over to book. Blackout dates apply. Prize must be booked through our Hotel Reservation team, phone (07) 4722 2333.

Wild Hinchinbrook Adventures – Prize is for 2 people only. Significant others or friends may participate in the experience, however, will incur the full cost per person for the experience. Additional services requested by prize winner upon redeeming the prize will include the full cost of that service. Valid for 12 months only.

Lucinda Hotel – Standard terms and conditions apply. Subject to availability.

Townsville Jet Ski and Watercraft – Tour destination to be a Magnetic Island tour exclusively. Not available with any other offer. Subject to weather conditions. Only valid to the original recipient. Not redeemable for cash.

SIXT – Subject to SIXT Terms and Conditions. Customer must be over 25 years of age and hold a full open drivers’ licence. Customer must have a bank issued credit card in their name to cover any security bonds, fuel costs, rental protection options, damage liabilities, cleaning fees and infringements etc. Use of voucher is subject to availability.

Not available for use for the following dates: 1 – 16 April 2023, 24 June – 9 July 2023, 28 July – 6 August 2023, 16 September – 2 October 2023, 9 December 2023 – 21 January 2024

Aquascene Charters Magnetic Island - Subject to availability. Terms and conditions apply.

<https://www.aquascenecharters.com.au/faqs.html>

Pilgrim Sailing – Prize must be booked online via the Beach Club Magnetic Island website (details will be provided in the email to the winner, as mentioned in “Supply” above) and all bookings will be

subject to availability at the time of booking.

Blackout dates: 6-23 April 2023, 24 June – 16 July 2023, 16 September – 8 October 2023, 23 December 2023 – 7 January 2024.

Jet Ski Hire Magnetic Island – Full terms and conditions on www.jetskihiremi.com.au Blackout dates: 7 – 11 April 2023, 26 December 2023 – 2 January 2024 inclusive.

City Oasis – Accommodation is subject to availability, and must be booked directly with City Oasis Inn. Blackout dates include 4 March 2023, 16 March 2023, 25 March 2023, 7 April 2023, 22 April 2023, 13 May 2023, 27 May 2023, 4 June 2023, 10 June 2023, 16 June 2023, 1 July 2023, 7-8 July 2023, 22 July 2023, 5 August 2023, 17 August 2023, 30 September 2023, 1 October 2023.

Kernow Charters Towers – Guests must be aged 18 years or over and will be subject to our standard hotel policies. Pets are not able to stay.

Texas Longhorn Tours – To book this prize, the winner will need to call Texas Longhorn Tours on 0474561122 to make a booking. Only those seats that are available on our online booking platform at the time of booking will be able to be reserved for the winner. Terms and conditions are as per our website at the time of booking - <https://www.texaslonghorn.com.au/terms-conditions>

Magnetic Island Best Bus Tours – Tour dates subject to availability. Magnetic Island's Best Bus Tours reserves the right to make subtle changes to the tour itineraries. Magnetic Island Best Bus Tours reserves the right to change or cancel a booking by operating requirements or circumstances beyond its control. Should change or cancellation prove necessary, Magnetic Island Best Bus Tours will provide reasonable notice thereof and where available will offer a comparable alternative. Blackout dates: 8 March 2023, 28-31 March 2023, 2-3 May 2023, 7 June 2023, 24 June 2023, 25-26 December 2023

Bridgewater – Not available to redeem on 14 February 2024 (Valentine's Day). Bookings essential.

Townsville Helicopters – Townsville Helicopters reserves the right to refuse anyone who in the opinion of the pilot is in a state of intoxication. Please note that passengers need to arrive a minimum of 15-minutes prior to their flight time to undertake a pre-flight safety briefing. A minimum age of three (3) strictly applies. A child is between three (3) and 13 years. A maximum per-seat weight of 136kg applies. Changes or cancellation of flight times may be necessary due to weather, aircraft availability and air traffic restrictions.

Osk Bar – To redeem this prize, bookings must be made via phone on 0431 981 499, minimum 1 week in advance of preferred Masterclass date. Masterclasses not available (blackout dates/times) during regular business trade:

- Wednesday – Thursday 3:30pm – 11pm
- Friday 2:30pm – midnight
- Saturday 1:30pm – midnight
- Sunday 3pm – midnight

Quest on Eyre – Bookings must be made direct at Quest Townsville on Eyre (19-21 Leichhardt Street, North Ward) – 07 4789 7400 or townsvilleoneyre@questapartments.com.au. Valid for 3-night stay in a one bedroom apartment for a maximum of two adults. Prize is valid until 14.02.2024. Subject to availability and excludes peak event periods identified by the property.

Cannot be used in conjunction with any other promotional offer, is not transferrable and booking cancellation policy and conditions apply. Any incidental charges will be charged to the guest upon check-out. As standard practice, photo ID, credit card or security bond is required upon check in.

Nautilus Aviation Havannah Island Getaway departs Townsville on demand; Product offered based on availability; Product offered daily with the exception of 25 December annually; Accommodation transfers not included; Passengers to make own way to / from

	Hangar 15, Gypsy Moth Court, Townsville Airport, Garbutt; Not redeemable for cash or transferrable
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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. the Prize Supplier,
 - iii. any related bodies corporate of the Promoter and the Prize Supplier, and
 - iv. 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, 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 submit entries up to the Maximum Entries.
- 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 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:
- 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 9 and 10 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

- 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/s will receive the Prize/s.
- 15 The Winner/s will be notified in accordance with the Winner Notification.
- 16 All reasonable attempts will be made to contact the Winner/s. 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 or authorities 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:
- a) taxes (excluding departure and any other flight-associated taxes, where flights are included in the Prize);
 - b) costs associated with inoculations, passports and/or visa applications;
 - c) transfers;
 - d) travel insurance;
 - e) spending money;
 - f) meals;
 - g) transport to/from an airport departure or return point;
 - h) any extra sightseeing or activities; and
 - i) 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 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.
- 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 Each Prize will be awarded to the person named in the winning entry as drawn in accordance with the Winner Determination.
- 28 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.
- 29 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 and/or Prize Supplier/s in their absolute discretion.

Holiday prize terms

- 30 Where a Prize includes travel, the Winner and their guest/s must ensure that they have valid documentation for travel which meet the requirements of government authorities at every destination. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be the sole responsibility of the Winner and their guest/s. If the Winner or their guest/s are refused entry to any destination for any reason, they forfeit the Prize and no compensation or substitute will be offered.
- 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 and the Prize Supplier/s make no representation as to the safety conditions or any other conditions that may exist at any destination.

Miscellaneous prize terms

- 38 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.

Publicity

- 39 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 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 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 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**):
- 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

- 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, as appropriate.
- 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, as appropriate.

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 and the Prize Supplier 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.

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, as appropriate.

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>. The Promoter's Privacy Policy contains information regarding:

- a) how Entrants may access or correct any of their personal information collected by the Promoter; and
- b) 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.