

## Network 10 Pty Ltd – Terms and Conditions

1. Information on how to enter forms part of the terms of entry. Entry into the competition is deemed acceptance of these terms and conditions.
2. Entry is open to all residents of Australia. However, employees and their immediate families of the Promoter, Ansible Pty Ltd and their associated agencies and companies are not eligible to enter.
3. Entrants must be over the age of 18 to enter.
4. The competition commences on 10/06/2020 at 11:00AM (AEST) and concludes on 05/07/2020 at 23:59 (AEST).
5. The competition will be advertised but not limited to 10play.com.au.
6. To enter, participants must log onto **www.10play.com.au** and register their details. Specific details may vary and may include (but not limited to) first name, last name, post code, phone number, email address, gender, date of birth to complete their entry. The cost of accessing the promotional website will be dependent on the entrant's individual Internet Service Provider.
7. Only one entry per person will be permitted per person per day.
8. Inaudible, illegible, incomprehensible and incomplete entries will be deemed invalid.
9. The Promoter reserves the right to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity or proof of registration ownership in order to claim a prize. Proof of identification, residency and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
10. The Promoter reserves the right to verify the validity of entries and to disqualify any entry which, in the opinion of Promoter, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these Terms & Conditions of Entry or who has, in the opinion of Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter. This includes, but not limited, to entrants and households using multiple email addresses, postal addresses, PO Box addresses or SIM cards to register single or multiple entries. The Promoter reserves the right to disqualify a winner if Promoter becomes aware that the winner and/or the winner's entry is of a type described in this clause.
11. To be eligible to enter online, participants will be required to be a registered member of the "10 play" Promotion website. Fraudulent memberships/entries will be deemed invalid. Viewers may register to become a member of 10 Play via the website at [www.10play.com.au](http://www.10play.com.au). It is free to become a member. To complete a valid entry, participants may opt-in to the 10 play Newsletter using the online mechanism provided on the promotional website.
12. The competition will also be open to existing 10 play members who remain registered members at the time of the draw.
13. Only one prize per person will be awarded. (SA residents are entitled to win more than one prize).
14. Entries must be received by 23:59 AEST on 05/07/2020. The time of entry will in each case be the time the online entry is received by The Promoter's database. The Promoter accepts no responsibility for any late, lost or misdirected entries not received by the Promoter or delays in the delivery due to technical disruptions, network congestion or for any other reason.

15. Any entry that is made on behalf of an entrant by a third party will be invalid.

16. Prize Details: 5 (five) winner/s will receive 1 x prize each, valued at up to \$1000 AUD.

5 x winners will each receive	Prize Details	Valued at up to \$1000
1 x	Gift card of winners' choice either: <ul style="list-style-type: none"><li>- Fashion gift card from Westfield</li><li>- Entertainment gift card from JB Hi Fi</li><li>- Home reno gift card from Bunnings Warehouse</li><li>- Foodie gift card from Good Foods</li><li>- Fitness gift card from Rebel Sports</li></ul>	\$1000

17. Individual prize value is up to \$1,000 (including GST). Total prize pool value is up to \$5,000 (including GST).

18. Prizes cannot be transferred, exchanged or redeemed for cash.

19. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State Regulation.

20. Once prizes have left the Promoter's premises, the Promoter takes no responsibility for prizes damaged, delayed or lost in transit.

21. By accepting the prize, the winner agrees to participate in and co-operate as required with all reasonable media editorial requests relating to the prize, including but not limited to, being interviewed and photographed, filmed and/or chaperoned throughout the duration of the prize.

22. In consideration for the Promoter awarding the prize to the winner, the winner hereby assigns to the Promoter all right, title and interest in and to all copyright in any material created pursuant to the winner's submission or participation in any aspect of the prize (Works). The winner acknowledges that the Promoter is free to use the Works and to exercise its rights in relation thereto and the winner will not be entitled to any fee for such use.

23. In consideration for the Promoter awarding the prize to the winner, the winner hereby permits the winner's submission, image and/or voice, as recorded, photographed or filmed during the winner's participation in the prize to appear in connection with Network 10 Pty Ltd or the advertising or marketing thereof, in any media whatsoever throughout the world and the winner will not be entitled to any fee for such use.

24. In the event that for any reason whatsoever a winner does not take an element of the prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that element of the prize.

25. Prize values are based upon the recommended retail prices at the time of printing (inclusive of GST). The Promoter accepts no responsibility for change in prize value between now and the ultimate prize redemption date.

26. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.

27. Each valid entrant who has entered the competition over the duration of the promotional period will be entered into the draw. 5 (five) valid entrants will be drawn at random to become the winner/s. The draw will take place at Ansible Pty Ltd, Level 3, 100 Chalmers Street, Surry Hills NSW 2010, on 06/07/2020 at 12:00 AEST.

28. The winner/s will be notified by telephone or email within two days of the draw. Winner/s of prizes valued over \$250 will be published on [www.10play.com.au/win](http://www.10play.com.au/win) from 10:00 AEST on 10/07/2020.

29. If any particular draw is scheduled on a public holiday, the draw will be conducted on the following business day, unless otherwise noted.
30. Prizes will be awarded to the person named in the entry. However, in a dispute, will be awarded to the account holder of the entry mechanism used to submit their entry (i.e. mobile phone account holder, land line account holder etc.).
31. Should an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.
32. Subject to State Regulation, an unclaimed prize draw will take place at Ansible Pty Ltd, Level 3, 10 Chalmers Street, Surry Hills NSW 2010 at least 3 months after the original draw date on 20/07/2020 at 10:00 AEST. The winner/s will be notified by telephone or email within two days of the draw. Winner/s of prizes valued over \$250 will be published on [www.10play.com.au](http://www.10play.com.au) within 14 days of the draw.
33. The Promoter's decision is final, and the Promoter will not enter into correspondence regarding the competition result.
34. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements.
35. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
36. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to any directions given under State Regulation.
37. The Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prizes except for any liability which cannot be excluded by law. The Promoter is not responsible for any incorrect or inaccurate information, either caused by entrant or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.
38. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
39. Network 10 Pty Limited, Ansible Pty Ltd and their associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.
40. If for any reason this competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the competition, subject to any direction given under State Regulation.

41. All entries become the property of the Promoter. You consent to The Promoter collecting your personal information for the purpose of conducting and promoting this Competition (including but not limited to determining and notifying the winner and prize fulfilment). Your personal information may be disclosed to a third party as a result of entering this competition, including but not limited to Ansible Pty Ltd. Your personal information may be disclosed to State and Territory lottery departments and winners' names published as required under the relevant lottery legislation. For purposes of public statements and advertisements The Promoter will only publish the winner's surname, initial and State. A request to access, update or correct any information should be directed to the Promoter. If you are not willing for this to occur, you cannot participate in the promotion.
42. When an entrant enters the competition, the entrant will have an option to either tick or leave not ticked an "opt-in" box agreeing to receive electronic communications from a sponsor. If the entrant ticks the box, they will be entered into a database and the sponsor identified at the time of the opt-in may use the entrant's names, addresses, email and telephone numbers for future promotional, marketing and publicity purposes in any media worldwide without notice and without any fee being paid (unless otherwise advised by the entrant). By opting-in, entrants confirm that they allow their details to be used and shared for this purpose. If entrants no longer consent to their details being used for future marketing purposes, the entrant should contact the sponsor's Privacy Officer (the link to the sponsor's Privacy Policy with Privacy Officer contact details will be found on the entry page).
43. By entering this competition, the Promoter will handle entrant's personal information (e.g. first name, last name, address, suburb, state, postcode, phone number, email address, gender, date of birth) in accordance with their Privacy Policy which can be accessed at <https://cbsinteractive.com/legal/cbsi/privacy-policy/network-10-highlights>. Network 10 Pty Ltd's Privacy Policy may be updated from time to time and it will be the entrant's responsibility to keep up to date with any changes to the Privacy Policy. The entrant may at any time, opt out of receiving contact from **10 play** by sending an email to **memberships@networkten.com**.
44. Ansible Pty Ltd, on behalf of Network 10 Pty Limited, is collecting the entrant's personal information from SMS or Smartphone entries for the purpose of conducting and promoting this competition (including but not limited to determining the winner). If you are not willing for this to occur, you cannot participate in the promotion.
45. Entrants' personal information may be disclosed to State and Territory lottery departments and winners' names published as required under the relevant lottery legislation. For purposes of public statements and advertisements the Promoter will only publish the winner's surname, initial and state. A request to access, update or correct any information should be directed to the Promoter.
46. The Promoter is Network 10 Pty Ltd (ABN: 91 052 515 250) 1 Saunders Street, Pyrmont NSW 2009.

**Authorised under NSW Permit: LTPM/20/05511, ACT Permit: TP 20/00487.**