

BIG W | Bring Your Favourite The Masked Singers to Life Competition

Terms and Conditions

1. Information on how to enter forms part of the terms of entry. Entry into the BIG W | Bring your favourite Masked Singers to life Competition ("Competition") is deemed acceptance of these terms and conditions.

Eligibility to Enter

2. Entry is open to all residents of Australia. However, employees and the immediate families of Network Ten Pty Limited (the "Promoter"), Woolworths Group Limited (the "Sponsor") and their associated agencies and companies or any organisation or individual associated with the provision of the prize(s) are not eligible to enter. Entrants must be residing in Australia at the time of entry, or their entry may be deemed invalid.
3. Entrants under 18 years of age must have the prior approval of their parent or legal guardian to enter.
4. Entrants wishing to enter via Facebook or Instagram who are under the age of 13, therefore unable to create an account, are still able to enter by a parent or legal guardian entering on their behalf.

Competition Period

5. The competition commences on **Monday, 10 August 2020 at 14:00 AEST** and closes on **Sunday, 13 September 2020 at 23:59 AEST** ("Competition Period"), however, the eligible entry period for each weekly prize will commence and conclude on the following dates and times:

Entry Period	Start (at 11:01 AEST)	End (at 10:59 AEST)	Judging (at 11:00 AEST)
1	Monday 10 August* at 14:00 AEST	Monday 17 August	Monday 17 August
2	Monday 17 August	Monday 24 August	Monday 24 August
3	Monday 24 August	Monday 31 August	Monday 31 August
4	Monday 31 August	Monday 7 September	Monday 7 September
5	Monday 7 September	Sunday 13 September* at 23:59 AEST	Monday 14 September

6. The Competition will be advertised on, but not limited to, Network 10 and www.10play.com.au.

How to Enter

7. To participate in the Competition entrants must:
 - a. Download the colour-in 'The Masked Singer Masks' from the BIG W website (<https://www.bigw.com.au/big-days-at-home/entertaining-the-kids-at-home>) OR create their own mask based on The Masked Singers characters OR
 - b. Take a photo of the created mask and then either:
 - i. Log into their Instagram account and upload the photo with the two (2) hashtags #bigdaysathome and #masked singerau and tag @bigwaustralia.

Account must be set to public and posted in the feed, not as an Instagram Story;

- ii. Log into their Facebook account and upload the photo to the **Channel 10 Facebook page** with the **two (2) hashtags #bigdaysathome and #maskedsingerau** and tag **@bigwaustralia**; or
 - iii. Go to www.10play.com.au/win, enter their name, address, date of birth, email and telephone and upload the photo.
8. It is free to enter, however, the cost of accessing the Instagram App, Facebook App or promotional website is dependent on the entrant's individual service provider. These Terms and Conditions apply in conjunction with the 10 Members rules at 10play.com.au/terms-of-use.
 9. This is a game of skill; chance plays no part in determining the Winner/s. Each entry will be individually judged based on its creative merit to determine the most original and appealing entry as determined by the judges. The judges' decision in relation to any aspect of the competition will be final and binding on every person who enters. No correspondence will be entered into.
 10. Entrants may enter as many times as they like, however, each entry must be significantly different to any previous entry.
 11. Entries must be received by the specified end time for each entry period (stipulated in clause 5) to be included in the weekly Prize judging. Each valid entry received over the duration of the Competition Period will be entered into the Prize judging for the entry period in which the individual entered.
 12. The time of entry will in each case be the time the online entry is received by the Promoter's database and Instagram. The Promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason.
 13. The Promoter and Sponsor are entitled to use any of the entries submitted in any manner and for any purpose at their absolute discretion, including promotional, marketing and publicity purposes without any further reference or payment or other compensation to the entrant. The Promoter and Sponsor are entitled to amend, edit, select, crop, retouch, add to or delete from any part of the submitted entry.
 14. Entrants warrant to the Promoter and the Sponsor that the entry submitted is an original work of the Entrant that does not infringe the rights of any third parties and that any people featured in the images have consented to their image being used as part of the entry. Entrants posting images of people under 18 years of age acknowledge they have acquired parental or guardian consent and take full responsibility for all content uploaded as a part of their competition entry.
 15. Entries must not include any third-party intellectual property (such as a logo). If the entry or any part of the information provided to the Entrant in relation to the entry was provided by a third party, the Entrant warrants they have obtained the relevant copyright permission to submit the entry for the purposes of this promotion. The entrant agrees to indemnify the Promoter and the Sponsor against all claims and costs by third parties arising from a breach of the warranty set out in this condition.

16. Entrants must not submit an entry that could be considered offensive, insensitive, defamatory or racist. Entries must not include inappropriate behaviour, MA or R rated images. Any entry which the judges, at their discretion, deem inappropriate, incomprehensible and incomplete will be invalid. The entrant agrees to indemnify the Promoter and the Sponsor.
17. The account holder is responsible for any activity and/or entries that have been submitted using their device (E.g. Phone, computer, tablet etc). It is the account holder's sole responsibility to control any and all access to their device. The Promoter and the Sponsor will not be responsible for any loss, damage or costs incurred as a result of failure to comply with this. Entrants must not use another's device without express permission from the account holder.
18. In consideration for the Promoter awarding the prize to the Winner/s, the Winner/s hereby permits the Winner's image and/or voice, as recorded, photographed or filmed during the Winner's participation in the prize to appear in connection with Network 10, Woolworths Group Limited or the advertising or marketing thereof, in any media whatsoever through the world and the Winner will not be entitled to any fee for such use.

Prize Judging

19. Winners for each entry period throughout the competition will be judged from all entries received throughout each period, on the dates and times stipulated in clause 5. One (1) Major Prize Winners will be selected each week (Five (5) Major Prize Winners in total) by a judging panel at Network 10 at 1 Saunders Street, Pyrmont NSW 2009 on the Judging dates stipulated in the table in clause 5. The Winner/s will be the Entrant/s who, in the sole opinion of the judges, has submitted the most original and appealing image. The Prize Winner/s will be notified by email and/or in writing and/or via an Instagram message/or via a Facebook message by Channel 10 within five (5) days of the Prize Determination Date. The method of Winner notification will be dependent on the contact information that is available for the Major Prize Winners. The Winner's details will be published on the 10 Play website at 10play.com.au from each **Wednesday** of the competition period following each weekly prize judging, subject to winner validation.
20. An entry that is made on behalf of an entrant by a third party will be invalid, unless entering as per Clause 4.
21. **An Instagram entry will only be valid if the entry tags @bigwaustralia and includes the relevant two (2) hashtags (as per clause 7b) and the entrant's Instagram is set to public status.** Entries via Instagram must be a post on the entrants' profile, not a story. Instagram posts must remain on the entrant's Instagram account for at least seven (7) days after the last time and date for judging.
22. **A Facebook entry will only be valid if the entry tags @bigwaustralia and includes the relevant two (2) hashtags (as per clause 7b).** Facebook posts must remain on the Channel 10 Facebook page for at least seven (7) days after the last time and date for judging.
23. As stipulated in clause 19, Channel 10 will contact the Winner/s who have entered via Instagram or Facebook via direct message on either their Instagram or Facebook account and will provide them with an email to use to contact Channel 10. Winners who have entered via 10 Play will be contacted via phone or email. It is the responsibility of the entrant/s to check if they have been messaged or contacted as a Winner and to enter the correct contact details. The Winner/s is to contact Channel 10 at the email address provided with their mailing address. If

they do not contact the Channel 10 within three (3) months the Winner/s will be re-judged.

24. The Promoter reserve the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Error and omissions will be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
25. All reasonable attempts will be made to contact the Winner/s. If a Prize remains unclaimed by the Winner/s or unallocated or forfeited for any reason, by **Monday, 14 December 2020 at 11:00 AEDT**, the Prize/s will be re-allocated to the entrant that has submitted the entry which best meets the judging criteria excluding the entrant/s that has failed to claim the prize/s. This Unclaimed Prize Determination will take place at Network 10 at 1 Saunders Street, Pyrmont, NSW 2009 at **Monday, 14 December 2020 at 11:00 AEDT**. The Winner of the Unclaimed Prize Determination will be notified by telephone and in writing or via direct message to their Instagram or Facebook account within 5 days of the Unclaimed Prize Determination and will be published on the 10 Play website at 10play.com.au from **Wednesday, 16 December 2020**.

Prize Details

26. There will be Five (5) Major Prize Winners judged from all entries received (via social channels and Online), One (1) Major Prize Winner from each entry period, who will win the following prizes:

Number	Prize Details	AUD Value
Five (5) x Major Prizes	• \$1,000 BIG W WISH Gift Card.	\$1,000.00
TOTAL PRIZE VALUE - AUD		\$5,000.00

27. The total Prize Pool is valued at \$5,000.00 (including GST).
28. Any ancillary costs associated with redeeming the prize/s are not included. These are the responsibility of the Winner.
29. All prizes are non-transferrable. No cash alternative is available for any prize. Prizes must be taken as offered. Any prize, unused portion of any prize, or portion of the prize Winner is not entitled to, are not exchangeable or cannot be redeemed as cash. Prizes cannot be used in conjunction with any other special offer. Prize values are in Australian dollars. The Promoter accepts no responsibility for any variation in the prize values. Prize Winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of their prize.
30. The \$1,000.00 BIG W WISH Gift Card awarded to the Major Prize Winner must be used in accordance with the terms and conditions applicable to the gift card as specified by Woolworths Group Limited (<https://giftcards.woolworths.com.au/about/terms-and-conditions>). The Sponsor may issue the BIG W WISH Gift Card as an e-gift card in its absolute discretion.
31. In acceptance of the prize/s, the Winner/s acknowledges that they may incur ongoing costs associated with the prize which are the entire responsibility of the Winner/s.

32. If the prize Winner/s is under 18 years of age at the time of judging, the prize/s will be awarded to their nominated Parent or Legal Guardian on behalf of the Winner/s. The Winner/s and parent or guardian may be required to sign a prize transfer form.
33. The Promoter's decision is final and the Promoter and the Sponsor will not enter into correspondence regarding the Competition result.
34. Personal information about all prize Winners will be shared with the Sponsor (prize provider), and their agents, to the extent necessary for prizes to be delivered to the prize Winners.
35. If the Major Prize Winner/s does not provide proof of meeting the valid entry requirements of notification of winning, the Major Prize/s will be forfeited in full, and the Winner/s will have no further claim. A re-judging will be held to award the Major Prize/s to a valid entrant/s.
36. Prizes will be awarded to the person named in their contestant entry. Should an entrant's contact details change during the Competition Period it is the entrant's responsibility to notify the Promoter. Neither the Sponsor nor the Promoter is responsible for any personal information or contact details are entered incorrectly. A request to access or modify any information provided in an entry should be directed to the Promoter during the Competition Period.
37. It is a condition of accepting the prize the Winner/s may be required to sign a legal release in a form determined by the Promoter in their absolute discretion.
38. By accepting the prize/s, the Winner/s agrees to participate in and co-operate as required with all reasonable media editorial requests relating to the prize/s, including but not limited to, being interviewed and photographed, filmed and/or chaperoned throughout the duration of the prize.

Standard Clauses

39. This promotion is in no way sponsored, endorsed, administered by or associated with Instagram or Facebook. You are providing your information to the Promoter and the Sponsor and not to Instagram or Facebook. The information you provide will only be used for the purpose of this competition unless otherwise specified in these terms and conditions. Any questions, comments or complaints about this Competition must be directed to the Promoter and not to Instagram or Facebook.
40. Entry and continued participation in the Competition is dependent on entrants following and acting in accordance with Instagram and Facebook terms of use, including but not limited to clauses relating to entrants with an Instagram or Facebook account who are under the age of 13 at the time of entry, which can be viewed at <https://help.instagram.com/581066165581870> and <https://www.facebook.com/terms.php> respectively.
41. This Competition adheres to the terms and conditions set out in the Instagram promotion guidelines which can be found at: <https://help.instagram.com/179379842258600>.
42. This Competition adheres to the terms and conditions set out in the Facebook promotion guidelines which can be found at: https://www.facebook.com/policies/pages_groups_events/.

43. All entrants unconditionally and irrevocably release and discharge Instagram and Facebook from any and all liability in relation to this Competition.
44. 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 reserve 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 government legislation. All times are best estimates only and the Promoter and the Sponsor does not guarantee that events will take place exactly at the times stated.
45. If your entry is selected as a winning entry, validation of your circumstances, the validity of your entry will be undertaken by the Promoter. Method of validation (without limitation) will be determined by the Promoter at their complete discretion. If a winning entry is deemed to be a Winner, the Winner will be notified as per the terms and conditions herein. In the event that the Promoter request the entrant to sign any legal documents relating to the verification of their medical circumstance, the legal documents will take the form determined by the Promoter. It is a condition of accepting the prize the Winner signs any such legal documentation.
46. 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, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and the Sponsor (including their respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion and: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's or the Sponsor's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a Winner or entrant; or (f) use of the prize.
47. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate, subject to government legislation.
48. All entries become the property of the Promoter. The Promoter collect personal information about you to enable you to participate in this promotion and to provide to the Sponsor but no further use of this information will be made without prior consent.
49. The Promoter and the Sponsor 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 prize/s except for any liability which cannot be excluded by law. The Promoter and the Sponsor are not responsible for any incorrect or

inaccurate information, either caused by the phone user 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.

50. With your express consent to do so, by checking the opt-in tick box on 10play.com.au to receive information and marketing communications from the Sponsor, Woolworths Group Limited will handle entrant's personal information (e.g. first name, last name, postcode, phone number, email address, gender, date of birth) in accordance with their Privacy Policy which can be accessed at <https://www.bigw.com.au/help/privacy-policy-content>. Woolworth Group Limited'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 Woolworths Group Limited by sending an email to privacy@woolworths.com.au, calling 1300 908 631 or writing to: Privacy Officer Woolworths Group Limited PO Box 8000 BAULKHAM HILLS NSW 2153.
51. 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. 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, marketing and advertisements the Promoter and the Sponsor will only publish the Winner's first initial, surname, initial and State. A request to access, update or correct any information should be directed to the Promoter and the Sponsor. If you are not willing for this to occur you cannot participate in the promotion.
52. The Promoter and the Sponsor are bound by the Australian Privacy Principles (APPs) in the Privacy Act 1988 (Cth) and by entering the Competition, you (the entrant) are taken to consent to Network Ten Pty Limited's privacy policy and the Sponsor's privacy policy which contains information, amongst other things, about how you may access personal information that is held by Network Ten Pty Limited and the Sponsor, respectively, about you and seek correction of such information. See <https://www.cbsinteractive.com/legal/cbsi/privacy-policy/network-10-highlights> to view Network Ten Pty Limited's APP Privacy Policy in full. See <https://www.bigw.com.au/help/privacy-policy-content-to-view-the-Sponsor's-privacy-policy>. The respective privacy policies also contain information about how you may complain about a breach of the APPs, or a registered code that is binding on the respective organisations and how Network Ten Pty Limited and the Sponsor will respectively deal with such complaints. The Promoter and the Sponsor may disclose your personal information to related entities and third-party service providers outside Australia.
53. The Promoter is Network Ten Pty Limited (ABN: 91 052 515 250) of 1 Saunders Street, Pyrmont NSW 2009. The Sponsor is Woolworths Group Limited (ABN 88 000 014 675) trading as BIG W (BIG W), of 1 Woolworths Way Bella Vista NSW 2153.