

Network TEN

Studio 10 | Nominate Someone 2020 Competition

Terms and Conditions

1. Information on how to enter forms part of the terms of entry. Entry into Studio 10 Nominate Someone 2020 Competition (“Competition”) is deemed acceptance of these terms and conditions.

Eligibility to Enter

2. Entry is open to all residents of Australia aged 18 years and over, however, employees and the immediate families of Network Ten Pty Limited (the “Promoter”), YouFoodz Pty Ltd (ABN72 160 909 893) (the “Prize Supplier”) and their associated agencies and companies or any organisation or individual associated with the provision of the prize(s) are not eligible to enter. Entrant must be residing in Australia at the time of entry, or their entry may be deemed invalid.

Competition Period

3. The competition commences on **Monday 24 August 2020 at 08:00 AEST** and closes on **Thursday 3 September 2020 at 12:00 AEDT** (“Competition Period”).
4. The Competition will be advertised on, but not limited to, Network 10, www.10play.com.au.

How to Enter

5. To participate in the Competition entrants (**Entrant**) must:
 - a. Log on to 10Play.com.au and register their details including (but not limited to) name, address, phone number, email address, gender and date of birth, to become a 10Play member.
 - b. Nominate an individual (**Nominated Entrant/Winner**) to win a prize pack in Clause 21 by supplying their first name, last name, postcode and answer in 100 words or less why the Nominated Entrant/Winner “is doing it tough” and deserving of this prize. The Nominated Entrant/Winner must be personally known to the Competition Entrant, agree to the Terms and Conditions of the competition, be 18 years or older at the time of entry and cannot be the Competition Entrant.
6. It is free to become a 10Play member, however, the cost of accessing the promotional website is dependent on the entrant’s individual service provider. These Terms and Conditions apply in conjunction with the Terms of Use available here: <https://10play.com.au/terms-of-use>
7. Incomprehensible and incomplete entries will be deemed invalid.
8. A limit of one online entry per day per 10 Play member applies.
9. Entries must be received by **Thursday 3 September 2020 at 12:00 AEDT** to be included in the Prize Judging. Each valid entry received over the duration of the Competition Period will be entered into the Prize Judging.

10. 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 due to technical disruptions, network congestion or for any other reason.
11. 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 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.
12. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an Entrant's identity and the Nominated Entrant's, 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.
13. In consideration of the Promoter awarding the Major Prize/s to the Nominated Entrant/Winner hereby permits the Nominated Entrant/Winner's image and/or voice, as recorded, photographed or filmed. Participation in the Major Prize to appear in connection with Network 10 or the Prize Supplier or the advertising or marketing thereof, in any media whatsoever through the world and Entrant/Winner will not be entitled to any fee for such use.
14. The judging will take place by a judging panel at Network 10 at 1 Saunders Street, Pyrmont NSW 2009 daily from 10 am AEST during the Promotion Period up until **Thursday, 3 September 2020**.
15. The first winner will be announced on **Monday 31 August 2020** and the final winner be announced on **Friday 4 September 2020** on Studio 10.
16. All Nominated Entrant/Winner's details will be published on the 10Play website at 10 Play.com.au from **Tuesday 8 September 2020**.
17. Both the Entrant and the Nominated Entrant/Winner must be deemed as valid entrants by providing but not limited to legal first name, legal last name and post code belonging to them. Additionally, the Nominated Entrant/Winner must also be personally known to the Entrant, and the Entrant and Nominated Entrant/Winner must abide to the full Terms and Conditions of the Competition for the entire prize to be won. If the Entrant and the Nominated Entrant/Winner do not meet the full Terms and Conditions of the Competition the prize will be forfeited, and a re-judging will occur.
18. Once the Entrant has been verified, the Promoter will provide the Entrant with the contact details at Network 10. The Entrant will be required to contact their Nominated Entrant/Winner with the request that they directly contact Network 10 to verify their details. Once the Nominated Entrant/Winner's details have been verified their details will be published on the 10Play website at 10Play.com.au from **Wednesday 9 September 2020**. In the event that the Nominated Entrant/Winner's details cannot be verified, as determined by the Promoter, the Nominated Entrant/Winner will forfeit their prize in full and no compensation will be forthcoming. The Entrant and the Nominated Entrant/Winner both need to be deemed as verified, as determined by the Promoter, for the prize to be won.

19. If required, an unclaimed prize judging will take place at Network 10, 1 Saunders St NSW 2009 daily during the promotional period. The unclaimed prize winner (Entrant) will be notified of their prize by phone, in writing and winner's details will be published on the 10 Play website at 10 Play.com.au from **Wednesday 9 September 2020**.

Prize Details

20. There will be one (1) daily Nominated Entrant/Winner judged from all entries received (Online) who will win the following prize package:

Number	Prize Details	Valued at up to \$AUD
5 x Major Prizes	<p>Awarded to the person nominated (Nominated Entrant/Winner) by the Entrant in their entry form:</p> <ul style="list-style-type: none"> • \$1000 YouFoodz Gift Voucher • Prize box consisting of various items as announced by Studio 10 each day. • Nominated Entrant/Winner will be featured, via a 'zoom' interview or telephone interview with the Studio 10 Presenters on Studio 10 during the promotional period. 	<p>Up to \$1,000.00</p> <p>Up to \$500.00</p>
TOTAL PRIZE VALUE – AUD (up to a maximum of)		\$7,500.00 incl. GST

21. During the Promotional Period, a maximum of 5 major prizes can be won. The total Prize Pool is valued at up to a maximum of \$7,500.00 AUD (including GST). The Promoter or Prize Supplier accepts no responsibility for change in prize value between now the ultimate prize redemption date.
22. Any ancillary costs associated with redeeming the Major Prize are not included. These are the responsibility of the Entrant and Nominated Winner.
23. All portions of the Major Prize 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 Nominated 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. The Nominated Winner is advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of their prize.
24. In acceptance of the Major Prize, the Nominated Winner acknowledges that they may incur ongoing costs associated with the Major Prize which are the entire responsibility of the Nominated Winner.
25. Any costs, including associated costs in attending to redeem the Major Prize, are the sole responsibility of the Nominated Entrant/Winner.
26. If the Major Prizes are unavailable, for whatever reason, the Promoter reserves the right to substitute the Major Prizes for Major Prizes of equal or greater value, subject to any directions given under State Regulation.

27. The Promoter or the Prize Supplier is neither responsible nor liable for any damaged, delayed or lost in transit in the delivery of the Major Prizes.
28. The Promoter's decision is final, and the Promoter will not enter into correspondence regarding the Competition result.
29. It is a condition of accepting the Major Prize/s that Nominated Entrant/Winner/s must comply with all the conditions of use of the Major Prize/s and the Prize Supplier's requirements. If the Nominated Entrant/Winner does not comply with the request to be interviewed on Studio 10, they will forfeit their prize in full and no compensation will be forthcoming, subject to the Promoter's final approval.
30. In the event that for any reason whatsoever the or the Nominated Entrant/Winner does not take an element of the Major Prizes at the time stipulated by the Promoter then those elements of the Major Prizes will be forfeited by the or the Nominated Entrant/Winner and cash will not be awarded in lieu of that element of the Major Prize/s.
31. The Nominated Entrant/Winner will be required to supply the Promoter with their contact details, including but not limited to, street address, suburb, state and postcode for the purpose of prize fulfilment. Personal information about the Nominated Entrant/Winner may be shared with the Prize Supplier, and their agents, to the extent necessary for the Major Prizes to be delivered to the Nominated Entrant/Winners.
32. If the Nominated Entrant/Winner does not provide proof of meeting the age restriction and other valid entry requirements (see validation requirements clause 42), their element of the Major Prize will be forfeited in full, and the Nominated Entrant/Winner will have no further claim. A re-judging will be held to award the Major Prize/s to a valid Nominated Entrant/Winner.
33. The Promoter will require supporting documents and identification in order to validate the Nominated Entrant/Winner. The Promoter will require information such as (but not limited to) valid email address, drivers license, birth certificate, passport and proof of address. If a Nominated Entrant/Winner fails to provide the necessary information, then the Promoter reserves the right to forfeit the prize entirely and re-judge a new and Nominated Entrant/Winner.
34. The Major Prizes will be awarded to the person named in their contestant entry as the person they nominated. Should an entrant's or a Nominated Entrant/Winner's contact details change during the Competition 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.
35. It is a condition of accepting the Major Prizes, the Nominated Entrant/Winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
36. Should the Nominated Winner/Entrant and Entrant not meet any of the criteria stated in these terms and conditions to be a valid they will forfeit all rights to the Major Prize, and a re-judging will take place to reallocate the Major Prize to a valid.

37. By accepting the prize, the Nominated Entrant/Winner agree to participate in and co-operate as required with all reasonable media editorial requests relating to the prizes, including but not limited to, being interviewed and photographed, filmed and/or chaperoned throughout the duration of the prizes.
38. 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 Competition, 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 government legislation.
39. If your entry is selected as a winning entry, validation of your circumstances and the validity of your entry will be undertaken by the Promoter. The Entrant will be required to contact their Nominated Entrant/Winner with the request that the Nominated Entrant/Winner makes contact with Network 10 to validate their entry including, but not limited to, their name, date of birth and email address. Method of validation (without limitation) will be determined by the Promoter at its complete discretion. If the winning entry is deemed to be a Nominated Entrant/Winner, they will be notified as per the terms and conditions herein. In the event that the Promoter requests the entrant or the Nominated Entrant/Winner 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 Entrant and the Nominated Entrant/Winner signs any such legal documentation.
40. 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 Promoters and Prize Supplier (including its 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 Competition and: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter'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 Promoters) 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 , their Nominated Winner or entrant; or (f) use of the prize.
41. If this Competition 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 Promoters, 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 Competition, as appropriate, subject to government legislation.
42. All entries become the property of the Promoter. The Promoter collects personal information about you to enable you to participate in this Competition, but no further use of this information will be made without prior consent except as otherwise set out in these terms and conditions.

43. The Promoter or Prize Supplier 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 or Prize Supplier is 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.
44. 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 Entrant, Nominated Entrant/Winner and prize fulfilment). Your personal information may be disclosed to a third party as a result of entering this competition. For purposes of public statements and advertisements The Promoter will only publish the Entrant and the Nominated Entrant/Winner's first name, surname 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 Competition.
45. The Promoter is 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 which contains information, amongst other things, about how you may access personal information that is held by Network Ten Pty Limited 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. Our APP Privacy Policy also contains information about how you may complain about a breach of the APPs, or a registered code that is binding on our organisation and how Network Ten Pty Limited will deal with such complaints. We may disclose your personal information to related entities and third-party service providers outside Australia.
46. The Promoter is Network Ten Pty Limited (ABN: 91 052 515 250) of 1 Saunders Street, Pyrmont NSW 2009.