Network 10

Bulla Competition

Terms and Conditions

1. Information on how to enter forms part of the terms of entry. Entry into the Bulla 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"), the Sponsor and each of 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.
- 3. Entrants under 18 years of age must have the prior approval of their parent or guardian to enter.

Competition Period

 The competition commences on Sunday, 11 October 2020 at 12:00 AEDT and closes on Sunday, 1 November 2020 at 23:59 AEDT ("Competition Period") however, the eligible entry period for each weekly prize draw will commence and close on the following dates and times:

Entry Period/weekly draw	Start Date	Time (AEDT)	Close Date	Time (AEDT)
1	Sunday, 11 October 2020	12:00	Sunday, 18 October 2020	12:00
2	Sunday, 18 October 2020	day, 18 October 2020 12:00 Sur		12:00
3	Sunday, 25 October 2020	12:00	Sunday, 1 November 2020	23:59

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

How to Enter

- 6. To participate in the Competition entrants must complete the following steps during the Competition Period:
 - a. visit 10play.com.au/win;
 - b. login to their 10 Play member account (must sign up if not an existing member).
 Specific details required to sign up to become a 10 Play member may include (but is not limited to) the entrant's first name, last name, post code, phone number, email address, gender and date of birth; and
 - c. select the button as prompted on the site to enter the Competition.
- 7. It is free to become a 10 Play 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 10 Members rules.
- 8. Incomprehensible and incomplete entries will be deemed invalid.

- 9. Entrants who have won a Major Prize in any Network 10 competition in the past 12 months are not eligible to win a prize in this competition, excluding SA residents who are eligible to win multiple prizes.
- 10. A limit of one (1) x online entry per day per 10 Play member applies. Maximum of one (1) x 10 Play membership per person applies.
- 11. Entries must be received during the Competition Period to be eligible to enter a weekly Prize Draw. Entries open and close for each weekly Prize Draw according to dates/times listed in clause 4 above. Entries from one weekly Prize Draw will not be entered into any subsequent weekly Prize Draw/s.
- 12. 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.
- 13. 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, Sponsor and Ansible Pty Ltd, 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.
- 14. The Promoter and Sponsor 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. Errors and omissions will be accepted at the Promoter's and Sponsor's discretion. Failure by the Promoter or Sponsor to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 15. Entrants consent to the Promoter and Sponsor using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Competition (including any outcome), and promoting Network 10 or any products manufactured, distributed and/or supplied by the Sponsor.

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	Entry Period	Draw Date	Draw Time (AEDT)					
	1	Monday, 19 October 2020	11:00					
	2	Monday, 26 October 2020	11:00					
	3	Monday, 2 November 2020	11:00					

- 16. The weekly Prize Draws will be held at Ansible Pty Ltd, Level 3, 100 Chalmers Street, Surry Hills NSW 2010 on the following dates and times:
- 17. The draw conductor may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.
- 18. Each Major Prize Winner will be notified by a phone call within two (2) days of each weekly Prize Draw and in writing and the Winners' details will be published on the 10 Play website at 10play.com.au by Friday, 6 November 2020.
- 19. An entry that is made on behalf of an entrant by a third party will be invalid.

20. If required, an unclaimed prize draw will take place at Ansible Pty Ltd, Level 3, 100 Chalmers Street, Surry Hills NSW 2010 on **Wednesday**, **2 December 2020 at 14:00 AEDT**. The unclaimed prize Winner/s will be notified of their prize by phone call within two (2) days of the unclaimed prize draw, in writing and Winners' details will be published on the 10 Play website at 10play.com.au from **Wednesday**, **9 December 2020**.

Prize Details

21. There will be Twenty (20) Major Prize Winners each week, Sixty (60) Major Prize Winners in total. The Major Prize Winners will win the following prize package:

Number	Major Prize Details	AUD Value
	One (1) x month supply of Bulla Murray St ice cream (in the form of a \$50 Coles voucher).	\$50.00
Sixty (60) x Major Prizes	The Sponsor equates the prize to one (1) month's supply of Bulla ice cream based on one (1) 460mL tub of Bulla Murray St Ice Cream (RRP\$10) per week for five (5) consecutive weeks. The price specified is based on highest value Bulla ice cream in tub variety available at Coles as at 05/10/20.	
TOTAL PRIZ	\$3,000.00	

- 22. The total Prize Pool is valued at **\$3,000.00** (including GST). The Promoter and Sponsor accepts no responsibility for change in the value of any Bulla product between now the ultimate prize redemption date.
- 23. Any ancillary costs associated with redeeming the prizes are not included. These are the responsibility of the Winner. Any ancillary costs associated with redeeming the voucher are not included. Any unused balance of the voucher will not be awarded as cash. Redemption of the voucher is subject to any terms and conditions of the issuer including those specified on the voucher.
- 24. 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. 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.
- 25. If the prize Winner is under 18 years of age at the time of the draw, the prize may be awarded to their nominated Parent or Guardian on behalf of the Winner. The Winner and parent or guardian may be required to sign a prize transfer form.
- 26. The \$50.00 Coles voucher awarded to the Major Prize Winner is valid for 4 years from date of purchase and must be used in accordance with the terms and conditions applicable to the voucher as specified by Coles.
- 27. In acceptance of the prize, the Winner acknowledges that they may incur ongoing costs associated with the prize which are the entire responsibility of the Winner.

- 28. If the prize is unavailable, for whatever reason, the Promoter and Sponsor reserve the right to substitute the prize for a prize of equal or greater value, subject to any directions given under State Regulation.
- 29. The Promoter and Sponsor are neither responsible nor liable for any damaged, delayed or lost in transit in the delivery of the prizes.
- 30. The Promoter's and Sponsor's decision is final, and the Promoter and Sponsor will not enter into correspondence regarding the Competition result.
- 31. 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.
- 32. In the event that for any reason whatsoever a Winner does not take or redeem the prize (or an element of the prize) at or by the time stipulated by the Promoter then the prize (or 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.
- 33. Personal information about all prize Winners will be shared with the prize provider, and their agents, to the extent necessary for prizes to be delivered to the prize Winners.
- 34. If the Major Prize Winner or Minor Prize Winners do not provide proof of meeting valid entry requirements, the Prize will be forfeited in full, and the Winner will have no further claim. A redraw will be held to award the Prize to a valid entrant.
- 35. 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. A request to access or modify any information provided in an entry should be directed to the Promoter.
- 36. It is a condition of accepting the prize the Winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
- 37. Should the Major Prize Winner or any of the Minor Prize Winners not meet any of the criteria stated in these terms and conditions to be a valid Winner they will forfeit all rights to the Prize, and a redraw will take place to reallocate the Prize to a valid Winner.
- 38. By accepting the prize, the Winners agree 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.
- 39. 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.

- 40. 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. Method of validation (without limitation) will be determined by the Promoter at its complete discretion. If the winning entry is deemed to be a Winner, the Winner will be notified in accordance with these terms and conditions. In the event that the Promoter requests 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.
- 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, 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 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 Competition and: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's or 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 or Sponsor; (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) taking and/or use of the prize.
- 42. 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 Promoter or Sponsor, the Promoter and/or Sponsor reserves the right, in their 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.
- 43. 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.
- 44. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
- 45. The Promoter and 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 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.

- 46. 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 Competition.
- 47. 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.
- 48. Winners' personal information will be provided to the Sponsor for the purposes of contacting winners. Personal information will be stored on the Sponsor's database. The Sponsor is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at https://www.bullafoodservice.com.au/privacy-policy/. The Sponsor's privacy policy contains information about how a Winner may access, update and seek correction of the personal information the Sponsor holds about them and how a Winner may complain about any potential breach by the Sponsor of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Sponsor collects personal information about Winners in this Promotion and may disclose the Winner's personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the Winner does not provide their personal information as requested, they may be ineligible to claim a prize in the Promotion. Personal information collected from Winners will not be disclosed to any entity located outside of Australia.
- 49. The Promoter is Network Ten Pty Limited (ABN: 91 052 515 250) of 1 Saunders Street, Pyrmont NSW 2009.
- 50. The Sponsor is THE TRUSTEE FOR REGAL CREAM PRODUCTS TRUST trading as Bulla Dairy Foods (ABN: 11 845 336 184).