

Network 10

Studio 10 Instant Win Competition

Terms and Conditions

1. Information on how to enter forms part of the terms of entry. Entry into Studio 10 Instant Win 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 above. However, employees and the immediate families of Network Ten Pty Limited (the “Promoter”) 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, 14 December 2020 at 08:00 AEDT** and closes on **Friday, 18 December 2020 at 23:59 AEDT** (“Competition Period”) however, the eligible registration periods will commence and conclude on the following dates (“Registration Period”).

Day	Registration Period Open Date/Time	Registration Period Close Date/Time
1	Monday 14th December 2020 at 08:00 AEDT	Tuesday 15 th December 2020 at 08:00 AEDT
2	Tuesday 15 th December 2020 at 08:00 AEDT	Wednesday 16 th December 2020 at 08:00 AEDT
3	Wednesday 16 th December 2020 at 08:00 AEDT	Thursday 17 th December 2020 at 08:00 AEDT
4	Thursday 17 th December 2020 at 08:00 AEDT	Friday 18 th December 2020 at 08:00 AEDT
5	Friday 18 th December 2020 at 08:00 AEDT	Friday 18 th December 2020 at 23:59 AEDT

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

How to Enter

5. To participate in the Competition entrants must:
 - a. Watch **Studio 10** (the “Program”) daily at 08:00 AEDT during the competition period on Network 10 for the daily codeword.
 - b. Send an SMS message to **19 992 222** including the daily codeword, entrant’s full name, email and postcode of residence (Charge \$0.55 – Ansible Pty Helpline is 1300 851 419).
6. Single SMS entries within 160 characters will be charged at the premium rate of \$0.55 (including GST). Extra charges will apply to entries exceeding this character limit. ‘Characters’ refers to text only. Images, emojis and/or special characters may exceed this character limit and generate additional charges. Ansible Pty Ltd Helpline is 1300 851 419. Note that premium rate services are not available via every provider, it is recommended that viewers contact their individual service provider to confirm if they have premium service access.

7. Each entrant must enter the competition using the valid codeword that corresponds to their registration period. Each codeword is valid until the broadcast of Studio 10 the following day at 08:00 AEDT. Every person that enters with the valid codeword within their registration period receives one entry into the Instant Prize Draw. If an entrant texts in an invalid codeword from the previous day, they will receive an invalid text message directing them to check the codeword used and try again.
8. 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 more than one prize).
9. Entrants may enter the competition as many times as they like, however only one (1) Instant Prize per person will be awarded per registration period.
10. Entries must be received by the date and times stated in clause 3. The time of entry will in each case be the time the SMS message is received by the Ansible Pty Ltd database. Each valid entry received over the duration of the Competition Period will be entered into the Instant Prize Draw.
11. SMS entrants will receive a reply message to their entry to confirm entry and advise whether they are an instant winner.
12. The Promoter and Ansible Pty Ltd 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). It is the account holder's sole responsibility to control any and all access to their device. The Promoter, 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 reserves 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.
15. An entry that is made on behalf of an entrant by a third party will be invalid. SMS entries deemed to be made at the Promoter's sole discretion, via the internet, computer generation or "scripting" are invalid and will not be accepted.
16. In consideration for the Promoter awarding the prize to the Winner, the Winner hereby permits the Winner's first initial and surname, suburb, image and/or voice, as recorded, photographed or filmed during the Winner's participation in the prize to appear in connection with Network 10 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 Details

17. There will be One Hundred (100) Instant Prize Winners in total from all entries received (SMS). Each Instant Prize Winner will receive one (1) of the following prizes:

Number	Major Prize Details	AUD Valued at up to
One Hundred (100) x Instant Prizes	<ul style="list-style-type: none"> • Seventy (70) x \$50 Westfield Gift Cards • Ten (10) x \$100 Westfield Gift Cards • Ten (10) x \$25 Westfield Gift Cards • Ten (10) x Bold and Beautiful giftpacks including coffee mug (value \$4), t-shirt (value \$20) and signed photo (value \$1) 	\$3,500.00 \$1,000.00 \$250.00 \$250.00
TOTAL PRIZE VALUED AT UP TO - AUD		\$5,000.00

18. The total Prize Pool is valued at **\$5,000.00** (including GST and delivery costs). The Promoter accepts no responsibility for change in prize value between now the ultimate prize redemption date.
19. Any ancillary costs associated with redeeming the prizes are not included. These are the responsibility of the Winner.
20. 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 Winner/s are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of their prize.
21. The gift card may be distributed electronically via email or as a physical gift card. The promoter will cover any administration costs related to fulfilling the prize i.e. postage, admin card fee where required.
22. The gift card awarded to the Instant Prize Winners must be used in accordance with the terms and conditions applicable to the gift card as specified by Westfield at <https://www.westfieldgiftcards.com.au/Corporate/Support/TermsConditions>.
23. Some retailers may choose not to accept Westfield Gift Cards. Westfield Gift Card terms and conditions apply. Issued by Westfield Gift Cards Pty Ltd ACN 113171663.
24. In acceptance of the prize, the Winner/s acknowledges that they may incur ongoing costs associated with the prize which are the entire responsibility of the Winner/s. Delivery fees may apply.
25. 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 any directions given under State Regulation.
26. The Promoter is neither responsible nor liable for any damaged, delayed or lost in transit in the delivery of the prizes.

27. The Promoter's decision is final, and the Promoter will not enter into correspondence regarding the Competition result.
28. It is a condition of accepting the prize that the Winner/s must comply with all the conditions of use of the prize and the prize supplier's requirements.
29. In the event that for any reason whatsoever the Winner/s 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.
30. 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.
31. If the Major Prize Winner/s does not provide proof of meeting the age restriction and other valid entry requirements, the Prize will be forfeited in full, and the Winner/s will have no further claim. The Promoter reserves the right at any time, even after publishing winner's details, to reallocate the prize if the Major Prize Winner does not provide such proof. A re-draw will be held to award the Prize/s to a valid entrant/s.
32. 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.
33. 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 its absolute discretion.
34. Should the Major Prize Winner/s not meet any of the criteria stated in these terms and conditions to be a valid Winner/s they will forfeit all rights to the Prize, and a redraw will take place to reallocate the Prize to a valid Winner/s.
35. By accepting the prize, the Winner/s agrees to participate in and co-operate as required with all reasonable media editorial requests relating to the prize.

How to Win

36. There will be one hundred (100) instant prize winners in total from the national pool of SMS entrants who will each win one of the prizes detailed in clause 21.
37. Each entrant who has entered the Competition in accordance with these terms and conditions during the Competition Period will be entered into the instant prize draw. Entries that do not comply with any of the terms and conditions, may be deemed invalid and a further prize draw will be conducted in its place.
38. The instant prize winners will receive a bounce back SMS reply notifying them of their prize. All instant prize winners will also be contacted within five (5) working days via email and/or phone call to confirm the prize and advise prize redemption details. The winner's entry details will be published on the 10play website on **Monday 21st December 2020**.

39. If required, an unclaimed prize draw will take place at Ansible Pty Ltd, Level 3, 100 Chalmers Street, Surry Hills NSW 2010 on **Monday, 18 January 2021 at 14:00 AEDT**. The unclaimed prize Winner will be notified of their prize by phone, in writing and Winner's details will be published on the 10 Play website at 10play.com.au from **Monday, 25 January 2021**.
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 government legislation.
41. 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.
42. 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 (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 promotion 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 Winner or entrant; or (f) use of the prize.
43. 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 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 promotion, as appropriate, subject to government legislation.
44. All entries become the property of the Promoter. The Promoter collects personal information about you to enable you to participate in this promotion but no further use of this information will be made without prior consent.
45. 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 prize/s except for any liability which cannot be excluded by law. The

Promoter 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.

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 online or on Network 10 or 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.
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. The Promoter is Network Ten Pty Limited (ABN: 91 052 515 250) of 1 Saunders Street, Pyrmont NSW 2009.
49. Permit Approvals: ACT : TP/20/01767, SA: T20/1575