

Network 10

Flexischools | WIN \$2000 with Australian Survivor Terms and Conditions

1. Information on how to enter forms part of the terms of entry. Entry into the Network 10 | Flexischools Australian Survivor 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 any 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. This is a game of skill and chance plays no part in determining the winner.

Competition Period

4. The competition commences on **Monday, 10th January, 2022 at 16:00 AEDT** until **Friday, 4th February, 2022 at 23:59 AEDT** (“Competition Period”).
5. The Competition will be advertised on, but not limited to, Network 10, www.10play.com.au and <https://www.facebook.com/Channel10/>

How To Enter

6. To participate in the Competition entrants must:
 - a. Via the entry page 10play.com.au/win, register your details in order to submit an entry and answer the question on the entry page in 25 words or less. Specific details may vary and may include (but not limited to), first name, last name, post code, phone number, email address, gender, and date of birth, to become a 10 Play member and submit an entry.

Prize Judging

7. A limit of one online entry applies throughout the entire competition. One membership per person applies.
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.
10. Entries must be received by **Friday, 4th February, 2022 at 23:59 AEDT** to be included in the Prize Draw. Each valid entry received over the duration of the Competition Period will be entered into the Prize Draw.

11. 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.
12. The Prize judging will be held on **Monday, 7th February, 2022 from 10:00 AEDT** at 1 Saunders Street Pyrmont Sydney NSW 2009. The Promoter may select reserve winners in case of ineligible or invalid entries.
13. The Winner will be notified by a phone call within two (2) days of the draw and in writing and the Winner's details will be published on the 10 Play website at 10play.com.au from **Wednesday, 9th February, 2022 at 12:00 AEDT**.
14. An entry that is made on behalf of an entrant by a third party will be invalid.
15. If required, an unclaimed prize draw will take place at 1 Saunders Street Pyrmont Sydney NSW 2009 on **Friday, 4th March, 2022 at 16:00 AEDT**. The unclaimed prize Winner will be notified of their prize by phone, in writing and the Winner's details will be published on the 10 Play website at 10play.com.au.
16. 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.
17. 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.
18. In consideration for the Promoter awarding the prize to the Winner, the Winner 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 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

19. There will be one (1) Major prize winner drawn from all entries received (Online) who will win the following:

| Number | Major Prize Details | AUD Value |
|-----------------------------------|---|------------------|
| One (1) x Major Prize | <ul style="list-style-type: none"> • One (1) x \$2,000 cash prize. | \$2,000 |
| TOTAL PRIZE VALUE AT - AUD | | \$2,000 |

20. The total prize pool is valued at up to \$AUD2,000 (incl GST). The Promoter accepts no responsibility for change in prize value between now the ultimate prize redemption date. Prize is based on full RRP only, if goods are on sale at time of purchase, they will be provided at pre-sale price.
21. The Prize will only be paid via EFT to the Winner's nominated bank account by the Promoter. The Prize must be taken as offered. The Prize value is in Australian dollars. The Promoter nor Sponsor does not take any responsibility for any tax consequences or imposts that arise from the receipt of the Prize.
22. Any ancillary costs associated with redeeming the prizes are not included. These are the responsibility of the Winner.
23. All prizes are non-transferrable. The 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 prize, the Winner acknowledges that they may incur ongoing costs associated with the prize which are the entire responsibility of the Winner.
25. The Promoter's decision is final, and the Promoter will not enter into correspondence regarding the Competition result.
26. Personal information about the Winner may be shared with the employees of The Promoter, and their agents, to the extent necessary for prize to be delivered to the Winner.
27. 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.
28. 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-judging will be held to award the Prize/s to a valid entrant/s.
29. 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.
30. 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.
31. 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.
32. 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.

33. 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.
34. 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.
35. 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.
36. All entries become the property of the Promoter and the Sponsor. The Promoter and the Sponsor collect 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.
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 prize/s except for any liability which cannot be excluded by law. The Promoter and the Sponsor 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.

38. 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 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.
39. 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.
40. The Promoter is Network Ten Pty Limited (ABN: 91 052 515 250) of 1 Saunders Street, Pyrmont NSW 2009.