

Network 10

Australian Survivor | Agency Sweepstake

Terms and Conditions

Submitting an entry to the *Australian Survivor Agency Sweepstake* competition (the **Competition**) is deemed acceptance of these Terms & Conditions (**Terms**). Each paragraph of these Terms below forms part of the terms of entry to the Competition.

Eligibility to Enter

1. Subject to paragraph 2 of these Terms, entry in the Competition (an **Entry**) is open to current employees of an Australian media agency (**Entrant**).
2. Employees and the immediate families of Network Ten Pty Limited (the “Promoter”), TRAVLR Pty Ltd (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. 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 **Friday, 28th January 2022 at 12:00 AEDT** and closes on **Monday, 7th February 2022 at 23:59 AEDT (Competition Period)**.

How to Enter

4. Each Entry must be submitted on the following webpage on the 10 Play website (the **Website**) by completing the Entry form on the Webpage.
5. Each Entrant must:
 - a. Log on or Sign Up to 10play.com.au/win and register their details in order to submit an entry. Specific details may vary and may include (but not limited to) first name, last name, email address and date of birth, to become a 10 Play member and submit an entry.
 - b. Via Australian Survivor Agency Sweepstakes Competition 10 play entry page, fill in their details and select one (1) Australian Survivor contestant from the list who they believe will win the Australian Survivor Blood v Water.
 - c. Describe in 25 words or less why you’re selected contestant will win?
 - d. For clarification, all entrants who select the correct contestant, as announced in the 2022 Australian Survivor Blood v Water season Finale broadcast on 10 or 10 play, will be considered eligible for the Major Prize detailed at clause 23. If no entrants select the correct contestant, every entrant will be deemed valid and the winner will be judged and selected based solely on their response to the 25 words or less question.
6. Other details required to submit an Entry include (but are not limited to): Entrant’s name and business contact details, name of Entrant’s employer, (i.e. Australian media agency or Direct client), etc.

7. Entries must be received by **Monday, 7th February 2022 at 23:59 AEDT**. The time of Entry, in each case, will be the time that the Entry is received by the Promoter's database via the Webpage.
8. It is the responsibility of each Entrant to ensure that the Entrant submits an Entry in accordance with these Terms during the Competition Period. The Promoter accepts no responsibility for any late, lost, or misdirected Entries due to technical disruptions, network congestion, or for any other reason (whether or not the Entry has been received by the Promoter).

Special Conditions of Entry

9. It is free to become a 10 play member. Any costs associated with accessing the Website and Webpage are the responsibility of the Entrant and are dependent on the Entrant's telecommunications or internet service provider. Use of the Website is subject to the Terms of Use available at <https://10play.com.au/terms-of-use>.
10. 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).
11. There is a limit of one (1) entry per person that may be submitted by an Entrant; one (1) 10 play membership per person applies.
12. The Entrant warrants to the Promoter that the entry is an original literary works of the Entrant that does not infringe the rights of any third parties. The Entrant agrees to indemnify the Promoter against all damage, loss, cost or expense (including legal expenses as between solicitor and client), any action, proceeding, suit, claim and demand brought or made against the Promoter, by any person arising from a breach of the warranty set out in this paragraph.
13. The Promoter will own any and all intellectual property rights contained in all Entries, and by submitting an Entry, that Entrant hereby irrevocably and unconditionally assigns all such rights to the Promoter.
14. Entries must not be offensive, defamatory, discriminatory, or in breach of any other law. The Entrant must indemnify the Promoter against all damage, loss, cost or expense (including legal expenses as between solicitor and client), any action, proceeding, suit, claim and demand brought or made against the Promoter by any person arising from a breach of the condition in this paragraph.
15. The Promoter reserves the right to, at any time, verify the validity of Entries and Entrants (including an Entrant's identity and place of employment) and to disqualify any Entrant who submits an Entry that is not in accordance with these Terms or who tampers with the entry process. Errors or omissions may be accepted at the Promoter's discretion.
16. Incomprehensible entries, and incomplete entries, will be invalid. Any Entry that the judges deem inappropriate will be invalid.

Winning Entries

17. The Competition is a game of skill. Chance plays no part in determining the winner. To be considered as a valid Entry, the Entrant must correctly select the 2022 Australian Survivor Winner at the time of Entry and each Entry will be individually judged based on the literary and creative merit and is at the Promoter's absolute discretion.
18. Winners will be judged from **Monday 28th March 2022 from 12:00 AEDT** at Network 10, 1 Saunders Street, Pyrmont, NSW, 2009. The panel of judges will consist of representatives of the Promoter. The judges' decision in relation to any aspect of the Competition and the Entries will be final and binding on each Entrant. No correspondence will be entered into with any Entrant or any other person in connection with the selection of the winning Entry. In the event that the Finale of Australian Survivor is broadcast after the advertised judging date, the judging date will commence within 24 hours of the Australian Survivor Finale, broadcast on 10 and 10 play.
19. The winning Entrant consents to the results of the Competition being publicly announced in the manner and at a date to be determined by the Promoter.
20. The winning Entrant will be notified using the contact details provided on the winning Entry. The winning Entrant will have five (5) business days from the receipt of notice that it is the winner to accept the Prize by written notice to the Promoter.
21. If the Promoter requests the winning Entrant to sign any legal documents relating to his/her Entry and/or the Prize, the legal documents will take the form determined by the Promoter. It is a condition of accepting the Prize that the winning Entrant sign any such legal documentation required by the Promoter.
22. If required, an unclaimed prize judging will take place at Network 10, 1 Saunders St, Pyrmont, Sydney NSW 2009 on **Tuesday 5th April, 2022 from 12:00 AEST**. 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 **Thursday, 7th April 2022, at 12:00 AEST** See <https://www.cbsinteractive.com/legal/cbsi/privacy-policy/network-10-highlights> to view the Promoter's Privacy Policy in full.

Prize Details

23. There will be one (1)x Major Prize winner who will win the following prize (the **Prize**):

Number	Major Prize Details	Valued at up to AUD
One (1) x Major Prize	One (1) \$AU1,900.00 10 Travlr voucher to be used towards a trip to Uluru as follows: <ul style="list-style-type: none"> • Flights provided as a Prezsee Travel Voucher to the value of \$2,000 • Two (2) x nights' accommodation in furnished tented camp (with shared facilities) • Meals: Two (2) breakfasts, three (3) lunches, two (2) dinners • Transport: al-terrain vehicle • Uluru & Kata Tjuta National Park Entrance 	\$2,000.00 \$1,900.00

	<ul style="list-style-type: none"> • Visit to Uluru Cultural Centre • Maruku Arts Cultural Experience in Uluru • Rim Walk at Kings Canyon 	
TOTAL PRIZE POOL VALUE AT UP TO - AUD		\$3,900.00

24. The Prize is valued at up to **AUD\$3,900.00** (including GST). The Promoter accepts no responsibility for any variation in the Prize value.
25. Any and all delivery, and ancillary costs associated with redeeming the Prize are not included in the Prize and are the sole responsibility of the Winner.
26. The prize voucher is only valid until for travel until **Thursday, 15th December 2022**. Once travel is booked, cancellations are not allowed. If the Prize winner for whatever reason must cancel, the Major Prize will be forfeited in full.
27. If the Major Prize Winner resides in the region of Alice Springs, NT, 0870, the Travel Voucher for the flights are forfeited and they, along with their travelling companion, must make their own way to the accommodation.
28. The Major Prize Winner and their travelling companions are responsible for all other expenses including spending money (unless specified), meals (unless specified), drinks, transfers (unless specified), laundry charges, activities (unless specified), incidentals, taxes (excluding departure and any other flight associated taxes included within the prize), energy surcharges, gratuities, services charges and all other ancillary costs.
29. Travel insurance is not included (unless specified in the prize inclusions) but is highly recommended.
30. The Promoter accepts no responsibility for, and no compensation will be provided by the Promoter for the prize being lost or damaged in transit. No compensation will be forthcoming for lost or damaged Prize.
31. The Prize must be taken as offered.
32. The Prize (including any unused portion of the Prize) is not (a) assignable, (b) exchangeable, (c) redeemable as cash, and/or (d) to be used in conjunction with any other offer.
33. If the Prize (or any part of it) is unavailable, the Promoter reserves the right to substitute the Prize (or any part of it) in its absolute discretion with an alternative prize or part of prize of equivalent recommended retail value and/or specification.
34. The Prezsee Travel Voucher terms of sale can be found at <https://www.prezsee.com.au/doc/terms-of-sale/> to view Prezsee's Terms & Conditions in full. The Prezsee Privacy Policy can be viewed in full at <https://www.prezsee.com.au/doc/privacy-policy/>.

35. 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. Delivery fees may apply.
36. The Major Prize Winner and any travelling companions must travel at the same time, must depart from the same capital city and are responsible for transport from their residence to their nearest capital city for flight departure. It is the Winner's responsibility to organise transfers and cover associated costs to and from the Winner and their travelling companion's residence and nearest capital city.
37. The Major Prize Winner and any travelling companions may be required to provide a credit card when checking into the hotel for a security deposit, and to cover any incidental charges.
38. It is the responsibility of the Winner to book their flights (including fees and taxes) utilising the Prezzy Travel Voucher, at their own discretion. The Promoter is not responsible for the cancellation, delay or rescheduling of any part of a travel Prize and any costs incurred by the Winner or any travelling companion(s) as a result of any changes.
39. Network 10, 10 Travlr ("Prize Supplier") and their associated agencies and companies or any organisation or individual associated with the provision of the Prize make no representation as to the safety conditions or other issues that may exist at any destination.
40. It is the traveller's personal responsibility to ensure they have valid documentation, including but not limited to Government issued Photo Identification and visas, which meet the requirements of immigration and other government authorities at every destination. Any necessary visas, vaccinations, passports and any associated costs are the responsibility of the Winner and their travelling companion. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be the sole responsibility of the travellers.
41. It is the responsibility of the Winner to check and comply with the current Domestic Travel and COVID-19 travel restrictions between Australian states, found at <https://www.health.gov.au/health-alerts/covid-19/domestic-travel> at the time of booking.
42. All components of the Major Prize must be fulfilled at the same time and they cannot be split across different time periods. All elements of the package are subject to availability at the time of booking.
43. 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.
44. In the event that for any reason whatsoever the Winner 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.
45. 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.
46. If the Major Prize Winner does not provide proof of meeting the age restriction and other valid entry requirements, the Prize will be forfeited in full, and the Winner 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.

47. 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.
48. If at the time of judging, the Entrant has ceased employment with an Australian Media Agency or Network 10 Direct Client, they will forfeit the opportunity to be considered a valid Entrant.
49. 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.
50. Should the Major Prize Winner 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.
51. By accepting the prize, the Winner agrees to participate in and co-operate as required with all reasonable media editorial requests relating to the prize.
52. 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.

General Terms

53. Each Entrant warrants that all information provided in the Entry is true and correct.
54. If for any reason the Competition is not able to be conducted or completed due to tampering with the Entry process or winner selection, the Promoter reserves the right (in its sole discretion) to take any action that may be available to it, including (without limitation) disqualifying any Entrant involved in such tampering and/or cancelling, terminating, modifying, or suspending the Competition.
55. The Promoter may undertake validation of the winning Entrant's Entry. The method of validation will be determined by the Promoter in its absolute discretion.
56. To the extent permissible by law, the Promoter excludes: (a) all warranties of any kind (whether implied, statutory, or otherwise) relating to these Terms or the Competition and (b) all implied terms of any kind (whether statutory or otherwise) relating to these Terms or the Competition.
57. Except in respect of a liability that is unable to be excluded by law (including the Non-Excludable Guarantees), the Promoter (including its officers, employees, and agents) excludes all liability for any and all personal injury, loss, or damage whether direct, indirect, special, consequential

(including loss of opportunity) and whether arising in an action in contract, negligence or other tort, statute or otherwise, arising in any way out of the Competition including (but not limited to) arising out of any of the following:

- (a) technical difficulties or equipment malfunction (whether or not under the Promoter's control);
- (b) theft, unauthorised access, or third-party interference;
- (c) Entry or Prize redemption 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) variation in prize value to that stated in these Terms;
- (e) tax liability incurred by the winning Entrant and/or Winning Client; or
- (f) use of the Prize.

58. Notwithstanding any other paragraph of these Terms, nothing in these Terms limits, excludes, or modifies, or purports to limit, exclude, or modify, any applicable statutory consumer guarantees provided under the *Competition and Consumer Act 2010* (Cth) or under any implied warranties under the *Australian Securities and Investments Commission Act 2001* (Cth) or similar consumer protection laws in the State and Territories of Australia (**Non-Excludable Guarantees**).
59. The Promoter collects personal information about each Entrant and their employer to enable participation in the Competition, but no further use of this information will be made without prior consent.
60. Each Entrant consents to the **Promoter** (a) collecting the Entrant's, the Entrant's employer's, and their personal information (the **Personal Information**) for the purpose of conducting and promoting this Competition including (without limitation) determining and notifying the winner and fulfilling the Prize (the **Purpose**), and (b) disclosing the Personal Information related bodies corporate of the Promoter, and their respective third party service providers (including outside Australia) for the Purpose. If any Entrant does not consent to their Personal Information being disclosed for the Purpose, the Entrant must not submit an Entry. A request to access, update or correct any Personal Information should be directed to the Promoter.
61. The Promoter is bound by the *Privacy Act 1988* (Cth) (including the Australian Privacy Principles (APPs)) and by submitting an Entry, each Entrant is deemed to have consented to the Promoter's Privacy Policy which contains information (amongst other things) about how an Entrant may access their respective Personal Information from the Promoter and seek correction of any such information. The Promoter's Privacy Policy also describes how a person may complain about a breach of the APPs or a registered code that is binding on the Promoter and how the Promoter will deal with such complaints. See <https://www.cbsinteractive.com/legal/cbsi/privacy-policy/network-10-highlights> to view the Promoter's Privacy Policy in full.
62. The Promoter reserves the right to amend these Terms, and to cancel the Competition, at any time for any reason without notice.
63. The Competition and these Terms are governed by the laws of New South Wales and each Entrant submits to the exclusive jurisdiction of the courts in that State.
64. In these Terms: (a) the words "include", "includes", "including" and any similar words are not words of limitation in these Terms, (b) a reference to "business days" means business days in New South Wales and (c) a reference to a person includes a natural person, corporation, incorporated association, statutory corporation, the Crown and any other type of legal entity.

65. The Promoter reserves the right (in its sole and absolute discretion) to disqualify any individual who the Promoter has reason to believe has breached, or not fully complied with, any of these Terms or engaged in any unlawful or other improper conduct which may jeopardise the Competition (including jeopardising the administration of the Competition). The Promoter reserves its right to recover damages and any other compensation from any such person.
66. No delay or omission of the Promoter to exercise any right or power it has under these Terms will impair, or be construed as a waiver of, that right or power. A waiver is only valid when in writing and signed by the party making it.
67. The Promoter is Network Ten Pty Limited (ABN: 91 052 515 250) of 1 Saunders Street, Pyrmont NSW 2009.
68. The Prize Supplier is TRAVLR Pty Ltd (ABN: 19 613 747 845) of 1 Maddock Street, Windsor VIC 3181.