

Network 10

The Bad Guys | Ten | Competition

Terms and Conditions

1. Information on how to enter forms part of the terms of entry. Entry into The Bad Guys | Ten | 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"), Universal Pictures International Australasia 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.
3. Entrants under the age of 18 years must have prior parental consent to enter the Competition.

Competition Period

4. The Competition commences on **Sunday, 13 March 2022 at 12:00 AEDT** and closes on **Sunday, 10 April 2022 at 23:59 AEST** ("Competition Period").
5. The Competition will be advertised on, but not limited to, Network 10 and www.10play.com.au.

How to Enter

6. To participate in the Competition entrants 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 10 Play member, and;
 - b. In 25 words or less, tell us what your Bad Guy disguise would be to pull off the ultimate heist?
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 Play members rules at 10play.com.au/terms-of-use.
8. This is a game of skill; chance plays no part in determining the Winner/s. Each entry will be individually judged based on its creative merit to determine the 'funniest' or most 'entertaining' Bad Guy disguise as determined by the judges. The judges' decision in relation to any aspect of the competition will be final and binding on every person who enters. No correspondence will be entered into.
9. Incomprehensible and incomplete entries will be deemed invalid.
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 who are eligible to win more than once.

11. A limit of one online entry per day per 10 Play member applies. One membership per person applies.
12. Entries must be received by **Sunday, 10 April 2022 at 23:59 AEST** 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.
13. 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.
14. The Promoter and Sponsor are entitled to use any of the entries submitted in any manner and for any purpose at their absolute discretion, including promotional, marketing and publicity purposes without any further reference or payment or other compensation to the entrant. The Promoter and Sponsor are entitled to amend, edit, select, crop, retouch, add to or delete from any part of the submitted entry.
15. Entrants warrant to the Promoter and Sponsor the entry submitted is an original work of the Entrant that does not infringe the rights of any third parties and that any people featured in the videos have consented to their image being used as part of the entry. Entrants posting videos or images of people under 18 years of age acknowledge they have acquired parental or guardian consent and take full responsibility for all content uploaded as a part of their competition entry.
16. Entries must not include any third-party intellectual property (such as a logo). If the entry or any part of the information provided to the Entrant in relation to the entry was provided by a third party, the Entrant warrants they have obtained the relevant copyright permission to submit the entry for the purposes of this promotion. The entrant agrees to indemnify the Promoter and Sponsor against all claims and costs by third parties arising from a breach of the warranty set out in this condition.
17. Entrants must not submit an entry that could be considered offensive, insensitive, defamatory, or racist. Entries must not include swearing, inappropriate behaviour or language, MA or R rated images, vision, or audio. Any entry which the judges, at their discretion, deem inappropriate, incomprehensible, and incomplete will be invalid. The entrant agrees to indemnify the Promoter and Sponsor.
18. 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, responsible for conducting the judging of entries, 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.

Rights and Release

19. By entering into the Competition, you:
 - a. Consent to the Promoter and Sponsor using your entry in any manner and for any purpose at its absolute discretion without any further reference or payment or other compensation to the entrant, including communication of the entry video or photo

in any media (now existing or hereafter devised) throughout the world in perpetuity which may include Broadcast on Channel 10, Channel Bold or Channel Peach, publication on the Promoter and Sponsors' websites, social accounts, promotional, marketing and publicity purposes;

- b. Consent to the Promoter and Sponsor editing the entry in any way;
 - c. Grant to the Promoter and Sponsor the right to use your name, image, and likeness in connection with the entry and the Competition;
 - d. Assign to the Promoter and Sponsor, by way of present and future assignment of existing and future rights, all rights in all material created by in connection with the entry immediately upon their creation and grant to the Promoter and Sponsor a worldwide, royalty free, exclusive, irrevocable licence to exploit the entry;
 - e. Consent to such acts that might otherwise infringe your moral rights in respect of all material created under these Terms & Conditions of Entry and you agree that the Promoter and Sponsor are not required to credit you in its exploitation of the entry.
20. In consideration for the Promoter awarding the prize to the Major Prize Winner ("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 Sponsor 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 Judging

21. Winners will be judged from all entries received throughout the competition period (online) and One (1) Major Prize Winner will be selected by a judging panel at Network 10 at 1 Saunders Street, Pyrmont NSW 2009 on **Monday, 11 April 2022 from 13:00 AEST**. The Winners will be the Entrants who, in the sole opinion of the judges, have submitted the 'funniest' or most 'entertaining' Bad Guy Disguise via 10 play, as specified in clause 8. The Prize Winner/s will be notified by email and/or in writing by Channel 10 within five (5) days of the Prize Determination Date. The method of Winner notification will be dependent on the contact information that is available for the Prize Winners. The Winner's details will be published on the 10 Play website at 10play.com.au from **Wednesday, 13 April 2022**.
22. An entry that is made on behalf of an entrant by a third party will be invalid.
23. As stipulated in clause 21, Channel 10 will contact the Winners via the e-mail address attached to their 10play account. It is the responsibility of the entrants to check if they have been contacted as a Winner. The Winners are to respond to Channel 10 to accept their prize within five (5) days of the Winner being notified. If a Winner does not contact Channel 10 within this time frame, the prize will be deemed unclaimed, and the Winner/s will be re-judged. The Prize/s will be re-allocated to the entrant that has submitted the entry which best meets the judging criteria excluding the entrant/s that has failed to claim the prize/s. This Unclaimed Prize Determination will take place at Network 10 at 1 Saunders Street, Pyrmont, NSW 2009 on or around **Monday, 25 April 2022 at 13:00 AEST**. The Winner of the Unclaimed Prize Determination will be notified via e-mail within 5 days of the Unclaimed Prize Determination and will be published on the 10 Play website at 10play.com.au from **Wednesday, 27 April 2022**.
24. 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.

Prize Details

25. There will be One (1) Major Prize Winner judged from all entries received (Online) who will win the following:

Number	Major Prize Details	AUD Value
One (1) x Major Prize	<p>A Family Getaway in your Capital City (based on four people) that includes:</p> <ul style="list-style-type: none"> • Three (3) x nights accommodation in a two-bedroom apartment central to your Capital City for four (4) people • One (1) x Escape Room challenge • One (1) x Helicopter Sightseeing Tour • One (1) x \$500 spending money via EFT transfer • Family dinner at choice of restaurant • One (1) x The Bad Guys Family in-season pass (admit 4) 	<p>\$2,200.00</p> <p>\$180.00</p> <p>\$1,200.00</p> <p>\$500.00</p> <p>\$400.00</p> <p>\$80.00</p>
TOTAL PRIZE VALUE AT - AUD		\$4,560.00

26. The total Prize Pool is valued at **\$4,560.00**. The Promoters accept no responsibility for change in prize value between now the ultimate prize redemption date.

27. Any ancillary costs associated with redeeming the prizes are not included. These are the responsibility of the Winner.

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, energy surcharges, gratuities, services charges, and all other ancillary costs. Travel insurance is not included (unless specified in the prize inclusions) but is highly recommended.

29. The Major Prize Winner is not permitted to bring any additional companions beyond the three (3) they have selected. The Prize is exclusive for four (4) individuals only and will require one attendee to be aged 18 years of age or older.

30. 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 Promoters accept no responsibility for any variation in the prize values. 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.

31. The Major Prize travel must be completed within twelve (12) months of winner notification, is subject to availability, and is based on four (4) people sharing a two-bedroom apartment in the Winner’s closest Capital City. All elements including accommodation and experiences are subject

to availability at time of booking. Individual supplier terms and conditions apply. Alternatives may be offered dependent on availability. Travel is valid until this date. Winners who do not travel by this date will become null and void and no longer be entitled to their prize. If travel is completed outside of movie season, the movie element may be forfeited.

32. Upon helicopter tour check-in, ALL passengers will be weighed. All infants will be required to sit on the lap of an adult companion. However, if you have an infant (a passenger under 3 years), you will be required to book a private flight at an additional cost. The flight is collapsible wheelchair and stroller accessible, however the pilot is unable to assist passengers with boarding and disembarking due to occupational, health and safety regulations. The helicopter tour is not recommended for travellers with back problems.
33. The spending money component of the Major Prize will only be paid via EFT transfer to the Winner's nominated bank account by the Promoter. The Prize value is in Australian dollars. The Promoters do not take any responsibility for any tax consequences or imposts that arise from the receipt of the Prize.
34. On validation as the Major Prize Winner, it is the responsibility of the Winner to provide their Bank Account details via email to the Promoter for the purpose of fulfilling the prize. The Promoters are not responsible nor liable for a prize that is delayed or lost in transit.
35. The Winner will be required to provide their preferred date of travel within 90 days of winner notification, and the Promoters will work towards fulfilling these preferred travel dates.
36. Dates of travel will not be allowed over Australian Public or National holiday periods and will not be valid from 16 December 2022 to 30 January 2023.
37. Once confirmed in writing, travel dates and names of those travelling are not changeable without incurring a \$250 excluding GST administration fee. The Promoters do not accept responsibility for any fees incurred as a result of any changes made and these costs will be borne by the Winner and their companions.
38. The Major Prize Winner and their travelling companions are responsible for transport from their residence to the accommodation. It is the Winner's responsibility to cover associated costs to and from their residences'.
39. The Major Prize Winner, or their travelling companion, may be required to provide a credit card in order to check-in at the accommodation for a security deposit, and to cover any incidental charges.
40. Network 10 and their associated agencies and companies or any organisation or individual associated with the provision of the Prize(s) make no representation as to the safety conditions or other issues that may exist at any destination.
41. All components of the Major Prize must be fulfilled on the specified date, and they cannot be split across different time periods. All elements of the package are subject to availability at the time of booking.

42. 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.
43. If any portion of the either the Major prize is unavailable, for whatever reason, the Promoters reserve the right to substitute the prize for a prize of equal or greater value, subject to any directions given under State Regulation.
44. The Promoters are neither responsible nor liable for any damaged, delayed or lost in transit in the delivery of the prize/s.
45. The Promoter's decision is final, and the Promoter will not enter into correspondence regarding the Competition result.
46. It is a condition of accepting the prize that the Winner must comply with all the conditions of use of the prize and the Sponsor's requirements.
47. In the event that for any reason whatsoever a 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.
48. Personal information about the Winner will be shared with the Sponsor, and their agents, to the extent necessary for prize to be delivered to the Winner.
49. If the Winner does not provide proof of meeting the valid entry requirements, the Prize will be forfeited in full, and the Winner will have no further claim. A re-judging will be held to award the Prize to a valid entrant. If the winner is under 18 years of age, then the travelling companion must be his/her guardian, aged 18 years of age or older.
50. The Prize 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.
51. 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.
52. Should the 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 re-judging will take place to reallocate the prize to a valid Winner.
53. 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, including but not limited to, being interviewed, and photographed, filmed and/or chaperoned throughout the duration of the prize.
54. Winner and guests will travel at their own risk, and if for any reason any aspect of this promotion is not capable of running as planned, including due to war, terrorism, state of emergency, pandemic, or any other kind of disaster, 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 promotion and/or a prize, subject to any written directions from a relevant regulatory authority.

55. In the event of Covid-19 related travel restrictions or lockdowns enforced during the prize travel period, travel dates will be postponed, and the promoter will work with the winner to rearrange travel dates.
56. Winners and guests must adhere to local government Covid conditions and restrictions at the time of travel. This may include, but not limited to, mask wearing, Health Check-in, and proof of vaccination certificate presentation.
57. 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.
58. 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 the 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 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.
59. 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 promotion, as appropriate, subject to government legislation.
60. All entries become the property of the Promoter.
61. The Promoter and the 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 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.

62. 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 the Sponsor and 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 promotion.
63. 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.
64. The Promoter is Network Ten Pty Limited (ABN: 91 052 515 250) of 1 Saunders Street, Pyrmont NSW 2009.
65. The Sponsor is Universal Pictures International Australasia Pty Ltd (ABN: 44 122 951 099) of Level 32, 580 George St, Sydney NSW 2000.