

# Network 10

## Downton Abbey Facebook Competition

### Terms and Conditions

1. Information on how to enter forms part of the terms of entry. Entry into the Law & Order Facebook 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, companies, organisations and individuals are not eligible to enter. The 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 **Friday, 22<sup>nd</sup> April 2022 at 08:00 AEST** and closes on **Thursday, 28<sup>th</sup> April 2022 at 14:00 AEDT** ("Competition Period").
5. The Competition will be advertised on the Channel 10 Facebook page (@Channel10).

#### How To Enter

6. To enter, participants will be required to:
  - a) Sign into their personal Facebook account at <https://www.facebook.com/>.
  - b) Go to the Channel 10 Facebook page (Channel10) and tell us "Which Downton Abbey Character would you most like to use your new Royal Doulton crystalware set with and why?"
  - c) The winner will be contacted via direct message on Facebook.

#### Prize Judging

7. Entrants may enter as many times as they wish during the Competition Period; however, each entry must be different to a previous entry.
8. Incomprehensible and incomplete entries will be deemed invalid.
9. The judging will take place by a judging panel from **Thursday, 28<sup>th</sup> April 2022 at 15:00 AEST** at 1 Saunders Street Pyrmont Sydney NSW 2009. Winners will be based on the most convincing response, as determined by the judges.
10. The winner will be notified by a direct message on Facebook and must respond to verify their identity and claim their prize within six (6) days or the next best entry will be selected as a winner.
11. The winner is to contact the Promoter at the email address provided with their mailing address within 6 days of the winner announcement. If they do not contact the Promoter, the winner will be re-judged.
12. The winner will be announced during Studio 10 on **Friday, 29<sup>th</sup> April 2022**.

13. If the Winner's details cannot be verified, as determined by the Promoter, the Winner will forfeit their prize in full and no compensation will be forthcoming.
14. Entries must be received by **Thursday, 28<sup>th</sup> April 2022 at 14:00 AEDT** to be included in the Prize judging.
15. If required, an unclaimed prize judging will take place at Network 10, 1 Saunders St, Pymont 2009 commencing on **Thursday, 5<sup>th</sup> May 2022 from 12:00 AEST**. The unclaimed prize Winner will be notified of their prize by direct message on Facebook.
16. The time of entry will in each case be the time the entry is received by the Promoter's database or social media account. The Promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason.
17. 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.
18. 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.
19. An entry that is made on behalf of an entrant by a third party will be invalid.

#### **Prize Details**

20. There will be one (1x) prize winners judged from all entries received who will win:

<b>Number</b>	<b>Prize Details</b>	<b>Valued At Up To</b>
One (1x)	Royal Doulton Crystal Decanter & Wine Glass Set	\$5,000
Total prize valued at up to \$AUD		\$5,000

21. The total prize pool is valued at up to \$5,000 AUD.
22. 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.
23. The Promoter is neither responsible nor liable for any damaged, delayed or lost in transit in the delivery of the prizes.

24. The Promoter's decision is final, and the Promoter will not enter into correspondence regarding the Competition result.
25. 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.
26. 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.
27. 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.
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-draw 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. 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.
32. 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.
33. 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.
34. 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.

35. 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.
36. 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.
37. 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.
38. 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.
39. 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.
40. Entry and continued participation in the Competition is dependent on entrants following and acting in accordance with Meta's Terms of Service, including but not limited to clauses relating

to entrants with a Facebook account who are under the age of 13 at the time of entry, which can be viewed at <https://www.facebook.com/legal/terms>.

41. This Competition adheres to the terms and conditions set out in Meta's Promotion Guidelines [https://www.facebook.com/policies\\_center/pages\\_groups\\_events](https://www.facebook.com/policies_center/pages_groups_events).
42. This Competition is in no way sponsored, endorsed or administered by, or associated with, Meta. Entrants understand that they are providing their information to the Promoter and not to Meta. The information an entrant provides will only be used for the purposes outlined in these Terms & Conditions of Entry. Any questions, comments or complaints about this Competition must be directed to the Promoter and not to Meta.
43. All entrants unconditionally and irrevocably release and discharge Meta from any and all liability in relation to this Competition.
44. 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.
45. The Promoter is Network Ten Pty Limited (ABN: 91 052 515 250) of 1 Saunders Street, Pyrmont NSW 2009.