

# Network 10

## Mitsubishi Outlander | HYBPA Consumer Promotion

### Terms and Conditions

1. Information on how to enter forms part of the terms of entry. Entry into the Mitsubishi Outlander | HYBPA Consumer Promotion (“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 over. However, employees and the immediate families of Network Ten Pty Limited (the “Promoter”), Mitsubishi Motors Australia Ltd (the “Sponsor”), Ansible Pty Ltd, 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, 15 August 2022 at 12:00 AEST** and closes on **Monday, 17 October 2022 at 23:59 AEDT** (“Competition Period”).
4. The Competition will be advertised on, but not limited to, Network 10 and [www.10play.com.au](http://www.10play.com.au).

#### How to Enter

5. To participate in the Competition entrants must:
  - a. Visit [10play.com.au/win](http://10play.com.au/win) and register their details to become a 10 Play member. Specific details may include (but are not limited to) first name, last name, post code, phone number, email address, gender, and date of birth.
  - b. Optional: Opt-in to receive information from Mitsubishi Motors Australia Ltd for one (1) bonus entry. For clarity, if an entrant opts in multiple times, a maximum of one (1) bonus entry will be attributed to an entrant throughout the duration of the promotion.
6. 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 Members rules.
7. Incomprehensible and incomplete entries will be deemed invalid.
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 who are eligible to win more than once.
9. A limit of one online entry per 10 Play member applies. For the bonus entry stipulated in clause 5b, a limit of one bonus entry for the entire competition period per 10 play member applies. One membership per person applies.

10. Entries must be received by **Monday, 17 October 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 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, 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.
13. 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.
14. In consideration for the Promoter awarding the prize to the Major Prize 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.
15. The Prize Draw will be held on **Tuesday, 18 October 2022 at 10:00 AEDT** at Ansible Pty Ltd, Level 3, 100 Chalmers Street, Surry Hills NSW 2010.
16. The Major Prize 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 **Thursday, 20 October 2022**.
17. An entry that is made on behalf of an entrant by a third party will be invalid.
18. If required, an unclaimed prize draw will take place at Ansible Pty Ltd, Level 3, 100 Chalmers Street, Surry Hills NSW 2010 on **Wednesday, 18 January 2023 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 **Friday, 20 January 2023**.

**Prize Details**

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

Number	Major Prize Details	AUD Value at Up To
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One (1) x Major Prize	<ul style="list-style-type: none"> <li>• One (1) x 2022 Mitsubishi Outlander Exceed</li> <li>- Vehicle Colour: White Diamond</li> <li>- Includes a Mat set (front and rear)</li> </ul>	\$50,200.00 DA
<b>TOTAL PRIZE VALUE AT UP TO- AUD</b>		<b>\$50,200.00 DA</b>

20. The total Prize Pool is valued at **\$50,200.00** (including GST). The Promoter accepts no responsibility for change in prize value between now the ultimate prize redemption date.

#### **Terms Applicable to the Major Prize**

21. The Major Prize value includes all on road costs including 12-month registration, compulsory third-party insurance, stamp duty and dealer delivery fees. The Winner will be responsible for obtaining any additional insurance at their own cost.
22. The Major Prize Vehicle make, colour and model is subject to stock availability and will be at the absolute discretion of the Sponsor. Major Prize Details cannot be changed (i.e. model/transmission/colour), and the Major Prize must be accepted as stated above. The Major Prize cannot be transferred (except as detailed in clause 26). The Major Prize cannot be redeemed for cash and must be accepted as provided.
23. The Major Prize must be taken as offered and any unused portion of the Major Prize, or portion of the Prize the Winner is not entitled to, is not exchangeable or cannot be redeemed as cash. The Major Prize cannot be used in conjunction with any other special offer. The Major Prize value is in Australian dollars. The Promoter accepts no responsibility for any variation in the Major Prize value. The Winner is advised that tax implications may arise from their Prize Winning and they should seek independent financial advice prior to acceptance of their Prize.
24. In acceptance of the Major Prize, the Winner acknowledges that they may incur ongoing costs associated with the Major Prize which is the entire responsibility of the Winner.
25. The Promoter and Sponsor take no responsibility for petrol, comprehensive insurance, health, transport, body, paint or mechanical damage, or any other costs or damages, from the date of Major Prize delivery. Additional options/accessories and all ancillary costs is the responsibility of the Winner. Unless expressly stated, all other expenses become the responsibility of the Winner.
26. If the Winner does not hold a current open, unrestricted Australian Driver's Licence, the Major Prize will be awarded to an adult nominated by the Winner, who holds an Australian Driver's Licence, on behalf of the Winner. The Winner and the adult nominated by the Winner to receive the Major Prize may be required to sign a Major Prize transfer – legal release to formalise the transfer.
27. If the Winner does not hold a current, open, unrestricted Australian licence, they must arrange for the Major Prize to be transported to their residence. Any costs associated with transporting the vehicle from the dealership are the sole responsibility of the Winner and the Promoter, and Prize Sponsor accept no responsibility for these costs. Delivery can usually be arranged through the dealership if required.

28. The Major Prize will be awarded and provided to the Winner by the Sponsor. The Winner will be contacted to arrange delivery. Delivery can take up to 12 months depending on stock availability after the Winner has been notified and confirmed details for vehicle registration and delivery. In some cases, the Major Prize delivery may take longer than estimated due to circumstances beyond the Sponsor's reasonable control.
29. Delivery of the Major Prize will occur through the Winners nearest authorised Sponsor's Dealer, which will be determined based on post code. The Winner must make their own way to the authorised Mitsubishi Dealer that is determined to be nearest, and costs associated with travel to and or from the dealership are to be borne by the Winner.
30. The Promoter and the Sponsor accept no responsibility for the condition of the Major Prize once dispatched to the Winner. The Promoter and the Sponsor are not responsible, nor are they liable, for any damage or delay in the delivery of the Major Prize to the Winner.
31. If the Major Prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the Major Prize for a Prize of equal or greater value, subject to any directions given under State Regulation.
32. If for any reason whatsoever the Winner does not take an element of the Major Prize at the time stipulated by the Promoter or the Sponsor, then that element of the Major Prize will be forfeited by the Winner and cash will not be awarded in lieu of that element of the Major Prize.
33. It is a condition of accepting the Major Prize that the Winner agrees to abide by these Terms and Conditions, and the terms and conditions stipulated by Sponsor which can be found at [www.mitsubishi-motors.com.au](http://www.mitsubishi-motors.com.au).
34. It is a condition of accepting the Major Prize that the Winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.

### **General Terms**

35. The Promoter's decision is final, and the Promoter will not enter into correspondence regarding the Competition result.
36. Personal information about all prize Winners will be shared with the Sponsor, and their agents, to the extent necessary for prizes to be delivered to the prize Winners.
37. If the Major Prize Winners do not provide proof of meeting the age restriction and other valid entry requirements, the Prize will be forfeited in full, and the Major Prize Winner will have no further claim. A re-draw will be held to award the Prize to a valid entrant.
38. 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.
39. It is a condition of accepting the prize the Major Prize Winner may be required to sign a legal release in a form determined by the promoter in its absolute discretion.

40. Should the Major Prize Winners 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.
41. By accepting the prize, the Winners agree 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.
42. 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.
43. 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.
44. 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.
45. 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.
46. All entries become the property of the Promoter.

47. 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.
48. With your express consent to do so, by checking the opt-in tick box on 10play.com.au to receive information and marketing communications from the Sponsor, Mitsubishi Motors Australia Ltd, will handle entrant's personal information (e.g. first name, last name, postcode, phone number, email address, gender, date of birth) in accordance with their Privacy Policy which can be accessed at <https://www.mitsubishi-motors.com.au/privacy-policy>. Mitsubishi Motors Australia Ltd's Privacy Policy may be updated from time to time, and it will be the entrant's responsibility to keep up to date with any changes to the Privacy Policy. The entrant may at any time, opt out of receiving contact from Mitsubishi Motors Australia Ltd by sending an email to [customerservice@mmal.com.au](mailto:customerservice@mmal.com.au).
49. 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.
50. 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.
51. The Promoter is Network Ten Pty Limited (ABN: 91 052 515 250) of 1 Saunders Street, Pyrmont NSW 2009.
52. The Sponsor is Mitsubishi Motors Australia Ltd (ABN 53 007 870 395) of 1 Sir Richard Williams Ave, Adelaide Airport, SA 5950.
53. Permit Approvals: ACT: TP 22/01432, NSW: LTP/04548, SA: T22/1134.