# Network 10

## Princess Cruises | The Real Love Boat Watch & Win Competition

#### **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**"), Princess Cruise Lines Ltd (the "**Sponsor**"), and their associated agencies and companies or any organisation or individual associated with the provision of the prize (Clause 23) are not eligible to enter the Competition. Entrants must be residing in Australia at the time of entry, or their entry may be deemed invalid.

### **Competition Period**

3. The Competition commences on **Wednesday, 12 October 2022 at 19:30 AEDT** and closes on **Sunday, 4 December 2022 at 23:59 AEDT** ("Competition Period").

Entry Period	Entry Period Open at 19:30 AEDT	Entry Period Close at 19:30 AEDT
1	Wednesday, 12 October 2022	Thursday, 13 October 2022
2	Thursday, 13 October 2022	Wednesday, 19 October 2022
3	Wednesday, 19 October 2022	Thursday, 20 October 2022
4	Thursday, 20 October 2022	Sunday, 4 December 2022 at 23:59 AEDT

- 4. For clarity, each entry period will close and subsequently reopen when the next codeword is announced during The Real Love Boat on the advertised days from 19:30 AEDT during the 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. Watch The Real Love Boat on Network 10 from 19:30 AEDT on Wednesday 12th, Thursday 13th, Wednesday 19th, and Thursday 20th of September 2022 during the Competition Period to obtain the daily codeword and;
  - b. Log on 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) codeword, first name, last

name, postcode, phone number, email address, gender, and date of birth, to become a 10 Play member and submit an entry.

- 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 Members rules.
- 8. Codewords will be announced during the broadcast of The Real Love Boat on Wednesday 12th, Thursday 13th, Wednesday 19th, and Thursday 20th of September 2022. There will be four (4) codewords in total announced during broadcast throughout the Competition Period; one (1) codeword corresponding to each registration period stipulated in the table in clause 3. Each codeword will be valid until the next codeword is announced. The last codeword, announced on Thursday, 20 September 2022 will be valid until the Competition closes on Sunday, 4 December 2022 at 23:59 AEDT.
- Codewords will be announced on Network 10 but may not be available on affiliate networks such as WIN and Southern Cross Austereo etc, 10 Play, 10 Play Apps or 10 Play Live Stream broadcasts.
- 10. Entries will only be considered valid if they meet the requirements of clause 6 and have submitted the correct codeword for the corresponding broadcast period ("Valid Entry"). Any entry submitted with a codeword that has expired, due to a new codeword being announced, will be deemed invalid.
- 11. Incomprehensible and incomplete entries will be deemed invalid.
- 12. Entrants who have won a major prize in any Network 10 Competition in the past 12 months are not eligible to win the prize in this Competition, excluding SA who are eligible to win more than once.
- 13. A limit of one online entry per day per 10 Play member applies. One membership per person applies.
- 14. Entries must be received by **Sunday, 4 December 2022 at 23:59 AEDT** to be included in the Competition. Each valid entry received over the duration of the Competition Period will be entered into the Competition.
- 15. 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.
- 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 and Ansible Pty Ltd who has been appointed by the Promoter to be the Competition administrator ("Ansible"), 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. Errors 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 of the Competition ("Major Prize Winner"), the Major Prize Winner hereby permits their 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 for advertising and/or marketing purposes thereof, in any media whatsoever through the world and the Major Prize Winner will not be entitled to any fee for such use.
- 19. The prize draw will be held on **Monday, 5 December 2022 at 14:00 AEDT** at Ansible, Level 3, 100 Chalmers Street, Surry Hills NSW 2010.
- 20. The Major Prize Winner will be notified by a phone call within two (2) days of the draw and in writing and the Major Prize Winner's details will be published on the 10 Play website at 10play.com.au/win from **Wednesday, 7 December 2022**.
- 21. An entry that is made on behalf of an entrant by a third party will be invalid.
- 22. If required, an unclaimed prize draw will take place at Ansible, Level 3, 100 Chalmers Street, Surry Hills NSW 2010 on **Monday**, 6 March 2023 at 10:00 AEDT. The unclaimed Major 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/win from **Wednesday**, 8 March 2023.

#### **Prize Details**

23. There will be **One (1) Major Prize Winner** drawn from all entries received (Online). The Major Prize Winner will win the following Major Prize ("**Major Prize**"):

Number	Major Prize Details	Valued at up to AUD (inc. GST)
One (1) x	<ul> <li>One (1) x Balcony stateroom for two (2) people onboard Enchanted Princess, cruising the Mediterranean for 14 nights from Barcelona on 15 April 2023</li> <li>Fare type is Princess Plus (includes 1 device Wi-Fi</li> </ul>	\$ 10,000.00
Major Prize	<ul> <li>&amp; Plus Beverage package per person)</li> <li>\$5k eZAir Credit to put towards two return flights to the cruise port in Barcelona for two people departing from the winners nearest Capital City</li> </ul>	\$5,000.00
TOTAL PRIZE VALUE AT UP TO - AUD		\$ 15,000.00

- 24. The total prize pool is valued at AUD \$15,000.00 (including GST). The Promoter or Sponsor accepts no responsibility for the change in the Major Prize value between now and the ultimate redemption date. The Major Prize is based on the launch price of the cruise; if goods are on sale at time of purchase, they will be provided at pre-sale price.
- 25. Any ancillary costs associated with redeeming the Major Prize is not included. These are the responsibility of the Major Prize Winner.
- 26. The Major Prize is non-transferrable. No cash alternative is available for the Major Prize. The Major Prize must be taken as offered. Any unused portion of the Major Prize, or portion of the Major Prize, the Winner is not entitled to, and 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 values is in Australian dollars. The Promoter or Sponsor accepts no responsibility for any variation in the Major Prize values. Major Prize Winners are advised that tax implications may arise from winning the Major Prize, and they should seek independent financial advice prior to acceptance of the Major Prize.
- 27. In acceptance of the Major Prize, the Major Prize Winner acknowledges that they may incur ongoing costs associated with the Major Prize which are the entire responsibility of the Major Prize Winner.
- 28. The Major Prize Winner and their travelling companion 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 in the prize. The Major Prize Winner and travelling companion must obtain their own travel insurance and proof of insurance be provided before tickets are issued.
- 30. 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 less value, subject to any directions given under State Regulation.
- 31. The Major Prize travel must be completed on the Sunday, 29 April 2023, is subject to availability, and is based on two (2) people sharing a twin/double room. Specified accommodation, restaurants and tours are subject to availability at the time of booking. Alternatives may be offered dependent on availability.
- 32. Neither the Promoter nor the Sponsor is responsible nor liable for any damaged, delayed or lost in transit in the delivery of the prizes.
- 33. The Promoter's decision is final, and the Promoter will not enter into correspondence regarding the Competition result.
- 34. It is a condition of accepting the Major Prize that the Major Prize Winner must comply with all the conditions of use of the Major Prize and the Sponsor's requirements.

- 35. In the event that for any reason whatsoever the Major Prize Winner does not take an element of the Major Prize at the time stipulated by the Promoter then that element of the Major Prize will be forfeited by the Major Prize Winner and cash will not be awarded in lieu of that element of the Major Prize.
- 36. Personal information about the Major Prize Winner will be shared with the Sponsor, and their agents, to the extent necessary for the Major Prize to be delivered to the Major Prize Winner.
- 37. If the Major Prize Winner does not provide proof of meeting the age restriction and other valid entry requirements, the Major 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 Major Prize to a valid entrant.
- 38. The Major 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.
- 39. The Major Prize Winner and their travelling companion 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 Major Prize Winner's responsibility to organise transfers and cover associated costs to and from the Major Prize Winner and their travelling companion's residence and nearest capital city.
- 40. Princess EZair act as agent for the airline carrier in making your flight booking through the Princess EZair® tool. You have the option of booking Restricted Air or Flexible Air. Prices are per person inclusive of all flight taxes and fees except locally payable airport taxes. You should check baggage restrictions with Your airline as fees may apply. Changes are not permitted for Restricted Air bookings. In accordance with the terms and conditions of your airline, any changes, including name changes will result in cancellation without refund and require rebooking which may be subject to higher fares. Failure to check in will result in cancellation of your flights, including your return flight. In accordance with airline policy, name changes will not be permitted and will require cancellation and rebooking, which is subject to availability and possibly higher fares. Failure to check in will result in cancellation of your flights, including Your return flight, in accordance with airline policy. Cancellation charges apply to Flexible Air.
- 41. Booking through Princess EZair® offers You 'Late Arrival Protection'. In the event your flight is delayed, and you are unable to meet the ship in time for embarkation as a result of the delay, EZair will cover the cost of a replacement commercial flight to the next available port to meet the ship. Late Arrival Protection only covers airline delays, it does not cover you if you miss your flight for any other reason. Additionally, if no replacement flight is available due to circumstances such as a severe weather event or natural disaster, they will not be required to provide a replacement flight. The Late Arrival Protection will also not cover any additional costs such as meals and accommodation as a result of airline delays. Additionally, as airline delays are outside EZair control, your cruise fare will not be reimbursed in the event You miss part or all or your cruise. For this reason, We strongly recommend you take out comprehensive international travel insurance.

- 42. Air tickets are available on the regular scheduled services of each airline and are subject to seasonal embargos. The Promoter has the right to determine the airline carrier, flight route and dates of travel at its discretion. Flights are economy class and may be indirect. The airline's Conditions of Carriage apply to all flights. If a Major Prize Winner requests a specific carrier, not offered by the Promoter, any subsequent or additional fees and taxes, if applicable will be the responsibility of the Major Prize Winner. Flight itinerary may have to be adjusted depending on the airline's departure city and their current flight schedule. Frequent Flyer points are not available from any airline. The Promoter is not responsible for the cancellation, delay or rescheduling of any part of a travel Prize and any costs incurred by the Major Prize Winner or any travelling companion(s) as a result (including accommodation costs) will be the responsibility of the Major Prize Winner.
- 43. Princess Seat assignments are not guaranteed and are subject to change without notice due to schedule changes, equipment changes or other unforeseen circumstances. Princess has no control over seat assignments, and any changes are at the discretion of the airline. We recommend that guests contact the airline(s) directly, once you receive your air notification, to request specific seats.
- 44. Network 10, the Sponsor 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. International travel advice can be obtained from various sources, including government, local consular offices and the web site of the Australian Department of Foreign Affairs and Trade, www.dfat.gov.au.
- 45. It is the travellers' personal responsibility to ensure they have valid documentation, including but not limited to valid passports, e-passports (biometrics) and visas, which meet the requirements of immigration and other government authorities at every destination. Any necessary visas, vaccinations, COVID-19 tests, passports and any associated costs are the responsibility of the Major Prize 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.
- 46. By accepting the Major Prize, the Major Prize Winner and their travelling companions will be bound by the Sponsor's Booking and Passage Contract at <a href="https://www.princess.com/legal/passage">www.princess.com/legal/passage</a> contract/.
- 47. Vaccination requirements apply. See https://www.princess.com/plan/cruise-with-confidence/cruise-health/frequently-asked-questions/au-cruises/ for more information. Guidelines are subject to change without notice.
- 48. The Major Prize Winner, and their travelling companion, must be in possession of a valid 5 or 10 year passport, and must have a minimum of 90 days validity remaining on the passport for the duration of the prize holiday, or as otherwise required by the countries visited.

- 49. All components of the Major Prize must be fulfilled during the same period, and they cannot be split across different time periods. All elements of the package are subject to availability at the time of booking.
- 50. It is a condition of accepting the Major Prize that the Major Prize Winner may be required to sign a legal release in a form determined by the promoter in its absolute discretion.
- 51. 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 Major Prize, and a re-draw will take place to reallocate the Major Prize to a valid winner.
- 52. By accepting the Major Prize, the Major Prize Winner agrees to participate in and co-operate as required with all reasonable media editorial requests relating to the Major Prize, including but not limited to, being interviewed, and photographed, filmed and/or chaperoned throughout the duration of accepting the Major Prize.
- 53. The Major Prize Winner and their travelling companion travel at their own risk and, if for any reason this Competition is not capable of running as planned, due to reasons including but not limited 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 Competition, subject to government legislation.
- 54. 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 Major Prize Winner, they 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 Major Prize the Major Prize Winner signs any such legal documentation.
- 55. 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.

- 56. 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.
- 57. All entries become the property of the Promoter.
- 58. 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.
- 59. With your express consent to do so, ticking the Sponsor opt-in checkbox will handle entrant's personal information (e.g. first name, last name, address, suburb, state, postcode, phone number, email address, gender, date of birth) in accordance with their privacy policy, which can be accessed at <a href="https://www.princess.com/legal/legal\_privacy/">https://www.princess.com/legal/legal\_privacy/</a>. The Sponsor'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 the Sponsor by submitting an enquiry via email to <a href="mailto:privacy@princesscruises.com.au">privacy@princesscruises.com.au</a>, or by writing to Princess Cruises, Attention: Customer Service, PO Box 1429 Chatswood NSW 2057 Australia.
- 60. 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 Major Prize Winner and the Major 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. Your personal information may be disclosed to State and Territory lottery departments and the Major Prize Winners' name published as required under the relevant lottery legislation. For purposes of public statements and advertisements the Promoter will only publish the Major Prize 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 Competition.
- 61. 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 <a href="https://www.cbsinteractive.com/legal/cbsi/privacy-policy/network-10-highlights">https://www.cbsinteractive.com/legal/cbsi/privacy-policy/network-10-highlights</a> 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.

- 62. The Promoter is Network Ten Pty Limited (ABN: 91 052 515 250) of 1 Saunders Street, Pyrmont NSW 2009.
- 63. The Sponsor is Princess Cruise Lines Ltd (ABN:23 107 998 443) of 12 Circular Quay E, Sydney NSW 2000
- 64. Permit Approvals: ACT: TP 22/XXX, NSW: LTP/XXXX, SA: T22/XXXX