Network 10

Cointreau | The Real Love Boat Competition

Terms and Conditions

1. Information on how to enter forms part of the terms of entry. Entry into Cointreau | The Real Love Boat Competition ("Competition") is deemed acceptance of these terms and conditions.

Eligibility to Enter

- 2. Entry is open to all residents of Australia, 18 years and older. However, employees and the immediate families of Network Ten Pty Limited (the "Promoter"), Spirits Platform 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. If the Major Prize Winner is unable to complete the travel to Paris within 12 months of the Prize Draw, they will forfeit the prize in full and a re-draw will take place as specified in these terms and conditions.

Competition Period

- 4. The Competition commences on **Wednesday, 5 October 2022 at 12:00 AEDT** and closes on **Sunday, 4 December 2022 at 23:59 AEDT** ("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. Complete the online Find Your Perfect Margarita Match Quiz ("Quiz").
- 7. For clarity, the entrant's Quiz result has no impact on their chance of winning. All entrants who enter in accordance with clause 6 will be entered into the prize draw, regardless of their Quiz result.
- 8. 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.
- 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 4 December 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.
- 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 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 the agency responsible for conducting the random draw of entries, Ansible Pty Ltd ("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.
- 15. 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.
- 16. 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.
- 17. The Prize Draw will be held on **Monday 5 December at 14:00 AEDT** at Ansible Pty Ltd, Level 3, 100 Chalmers Street, Surry Hills NSW 2010.
- 18. The Winner will be notified by a phone call and/or email within two (2) business days of the draw or in writing and the Winner's details will be published on the 10 Play website at 10play.com.au from Wednesday, 7 December 2022.
- 19. An entry that is made on behalf of an entrant by a third party will be invalid.
- 20. If required, an unclaimed prize draw will take place at Ansible Pty Ltd, Level 3, 100 Chalmers Street, Surry Hills NSW 2010 on **Monday 6 March 2023 at 14:00 AEDT**. The unclaimed prize Winner will be notified of their prize by phone, in writing and the Winner's details will be published on the 10 Play website at 10play.com.au from **Wednesday, 8 March 2023**.

Prize Details

21. There will be One (1) Major Prize Winner and Ten (10) Minor Prize Winners drawn from all entries received (Online) who will win the following based on the order in which they are drawn:

Number	Major Prize Details	AUD Value
One (1) x Major Prize	 A travel package to Paris for the Winner and one (1) travelling companion: Two (2) Economy class return flights from nearest capital city to Paris, France Private return transfers from Paris airport to hotel Four (4) nights four-star twin share hotel accommodation Paris Return train transfers for two (2) from Paris to Saint-Barthelemy-D'Anjou Guided behind the scenes tour and tasting at the Cointreau Distillery, Saint-Barthelemy-D'anjou Meet & Greet with Mr Alfred Cointreau at the Cointreau Distillery Two (2) nights four-star twin share accommodation Saint-Barthelemy-D'Anjou Meet & Greet with Mr Alfred Cointreau at the Cointreau Distillery Two (2) nights four-star twin share accommodation Saint-Barthelemy-D'Anjou Two (2) nights four-star shared hotel accommodation Paris Spending money \$AUD2,000 Degustation Dinner for two (2) at Les Petits Prés the value of \$AUD220.00 Gourmet dinner cruise for two (2) along the Seine River. Experience the city's famed monuments, such as the Eiffel Tower, Louvre Museum, and Ile de la Cité aboard a luxury Bateaux Parisiens riverboat and a 3-course meal. Louvre Museum VIP Guided Tour for two (2). Head straight to the front of the queue with skip-the-line entrance, then journey through art history on a private tour discovering little known gems. 	\$17,000.00
TOTAL PRIZE	\$17,000.00	

Number	Minor Prize Details	AUD Value
	One (1) Cointreau Margarita Making Kit including:	\$250.00
	Cointreau 700ml Bottle	
	Tequila 700ml Bottle	
	Cointreau lime squeezer	
Ten (10) x	Cointreau Boston shaker	
Minor Prizes	Cointreau Strainer	
	One (1) Cointreau Margarita Glass	
	Cointreau Apron	
	Tumbler	
	Cointreau Tote Bag	
TOTAL PRIZE VALUE AT UP TO- AUD		\$2,500.00

22. The total Prize Pool is valued at **\$19,500.00**.

- 23. Any ancillary costs associated with redeeming the prizes are not included. These are the responsibility of the Winner.
- 24. The Major Prize Winner and their travelling companion must both be aged 18 years or older.
- 25. 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.
- 26. 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.
- 27. All prizes are non-transferrable and non-refundable. No cash alternative is available for any prize. Prizes must be taken as offered. All components of the Prize must be fulfilled at the same time, and they cannot be split across different time periods. 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 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.
- 28. 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.
- 29. The Major Prize travel must be completed by **Tuesday, 5 December 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.
- 30. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to any directions given under State Regulation.
- 31. The Promoter is neither responsible nor liable for any damaged, delayed or lost in transit in the delivery of the prize/s.
- 32. The Promoter's decision is final, and the Promoter will not enter into correspondence regarding the Competition result.
- 33. It is a condition of accepting the prize that the Winners and travelling companions must comply with all the conditions of use of the individual prize suppliers' and the Sponsor's requirements.
- 34. 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.

- 35. Personal information about the Winners will be shared with the Sponsor, and their agents, to the extent necessary for prize to be delivered to the Winners.
- 36. If a Winner does not provide proof of meeting the age restriction and other valid entry requirements, the Prize will be forfeited in full, and that Winner will have no further claim. A re-draw will be held to award the Prize to a valid entrant.
- 37. Prize monies (spending money included in the Major Prize as specified in clause 21) will be transferred into the bank account nominated by the Major Prize Winner. The Promoter will not be responsible for the Major Prize Winner not receiving prize funds as a result of incorrect bank account number details or other details affecting the transfer.
- 38. Blackout dates will apply unless specifically pre-arranged prior to the competition being run. The Major Prize travel is not available during French or Australian public or national holiday periods or during the Christmas period Monday 12th December 2022 to Friday 27th January 2023 inclusive, during the Easter period Saturday 1st April 2023 to Sunday 16th April 2023 inclusive, or during the French Summer holidays period Tuesday 1st August 2023 to Thursday 31st August 2023 inclusive.
- 39. The Meet and Greet with Mr Alfred Cointreau component of the Major Prize is subject to Mr Cointreau's availability and must be completed on one of the date options stipulated by the Promoter and/or Sponsor. If for any reason, including but not limited to COVID-19 restrictions, changes in Mr Cointreau's schedules, the meet and greet cannot go ahead, or if the Major Prize Winner is unable to travel on one of the suggested dates, this component of the prize will be forfeited in full and no compensation will be granted.
- 40. Travel is valid for twelve (12) months from winner announcement date. If the Major Prize Winner does not travel within twelve (12) months will become null and void and will no longer be entitled to their prize. The Major Prize Winner must advise The Promoter of their intended dates of travel within 45 days of prize acceptance.
- 41. Tickets are non-transferable (i.e., no name or date changes allowed). Once tickets are issued, they are non-endorsable and non-transferable. Any alterations to confirmed flights and/or accommodation details will be at the expense of the Major Prize Winner and their travelling companion, and the Promoter and Sponsor do not accept responsibility for any fees incurred. Any changes by the winner made to the specified prize package (including travel extensions, additional guests, etc) will be subject to an administration fee of \$250 excluding GST, which must be settled in full prior to booking confirmation.
- 42. 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.
- 43. The Major Prize Winner, or their travelling companion, may be required to provide a credit card in order to check-in at the hotel for a security deposit, and to cover any incidental charges.
- 44. 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. In the event that 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.

- 45. 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, <u>www.dfat.gov.au</u>.
- 46. 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.
- 47. 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 six (6) months validity remaining on the passport for the duration of the prize holiday.
- 48. The Major Prize Winner and their travelling companion must follow any Covid-19 conditions and restrictions which may apply, but not limited to, travel, hotel and events. The Major Prize Winner and their travelling companion must adhere to French conditions and restrictions at the time of travel. This may include, but not limited to, mask wearing and Proof of Vaccination Certificate Presentation.
- 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. 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 a 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.

- 53. 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.
- 54. 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.
- 55. 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.
 - 56. 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.
 - 57. 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.
 - 58. All entries become the property of the Promoter.
 - 59. 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.

- 60. With your express consent to do so, by checking the box to opt-in to receive information from the Sponsor and its associated brand partners (Sponsor & Partners), the Sponsor & Partners will handle an 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 https://spiritsplatform.com.au/privacy-policy/. If you have opted-in to receive marketing communications from the Sponsor & Partners, you consent that your personal information may be disclosed to a third party as a result of entering this Competition, including but not limited to the Sponsor & Partner's Privacy Policy. 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 contacting them at_enquiries@spiritsplatform.com.au_
- 61. 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.
- 62. 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.
- 63. The Promoter is Network Ten Pty Limited (ABN: 91 052 515 250) of 1 Saunders Street, Pyrmont NSW 2009.
- 64. The Sponsor is Spirits Platform Pty Ltd. ("SPIRITS PLATFORM'). ABN 44 604 520 783 of Level 2, 40 Lord Street, Botany, NSW 2019 Australia.
- 65. Permit Approvals: ACT: TP 22/01868, SA: T22/1527, NSW: LTP/04998