

Network 10

The Kraken Competition Terms and Conditions

1. Information on how to enter forms part of the terms of entry. Entry into The Kraken 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”), Proximo Spirits, Inc. (the “Sponsor”) and their associated agencies and companies or any organisation or individual associated with the provision of the prize 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 **Monday, 17 October 2022 at 12:00 AEDT** and closes on **Sunday, 27 November 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.

How to Enter

5. To participate in the Competition entrants must:
 - a. 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.
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. All Valid Entries received during the Competition Period will be entered into the Major Prize Draw. Instant Win Prizes will however be randomly awarded based on pre-determined times throughout the competition period. For clarity, Instant Prizes and Major Prizes are detailed under Prize Details, Clause 16.
8. Incomprehensible and incomplete entries will be deemed invalid.
9. Entrants who have won a Major Prize in any Network 10 competition in the past 12 months are not eligible to win a Major prize in this competition (excluding SA residents who are eligible to win more than one prize).

10. Entrants may only enter the competition once per day and are only eligible to win one (1) Instant Prize and one (1) Major Prize per person over the course of the competition subject to validation by the Promoter. For clarity, if an entrant is deemed an Instant Prize Winner, they remain eligible to win a Major Prize but are no longer eligible to win additional Instant Prizes.
11. Entries must be received by the date and times stated in clause 3. The time of entry will in each case be the time the entry is received by the Network 10 database. Each valid entry received over the duration of the Competition Period will automatically be in with a chance of winning an Instant Prize and will also be entered into the overarching Major Prize Draw.
12. Once an entry is submitted, a success panel will appear to confirm entry and advise whether they are an instant winner and to confirm entry into the Major 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, the Sponsor, 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.
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. 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. Entrants who The Promoter deem to have used multiple email addresses or who register as a 10 Play Member more than once will be disqualified. Any instant win prizes attributed to a disqualified winner will be revoked and a re-draw will be conducted on the date specified in Clause 40 to re-allocate the prizes. A disqualified entrant will be ineligible to win the Major Prize.

An entry that is made on behalf of an entrant by a third party will be invalid. Entries deemed to be made at the Promoter's sole discretion, via the internet or computer generation are invalid and will not be accepted.

Prize Details

16. There will be One (1) Major Prize Winner and Twenty (20) Instant Prize Winners in total. The Major Prize Winner drawn from all entries received (Online) will receive the following Major Prize:

Quantity	Major Prize Details	Prize Value (up to AUD)
One (1) x Major Prize	<ul style="list-style-type: none"> One (1) x Wireless Charging Bank RRP \$199.00 One (1) x Samsung The Freestyle Portable Projector RRP \$1,295.00 One (1) x Samsung Outdoor Case for Freestyle Projector RRP \$99.00 One (1) x Ultimate Ears Boom 3 Bluetooth Speaker RRP \$229.00 One (1) x Beefeater Bugg BBQ with Trolley and Cover RRP \$645.00 One (1) x MyCoolman The Weekender Portable Fridge/Freezer RRP \$1,159.00 Two (2) x Cases (24pks) of the new flavour's cans RRP \$290 	\$3,916
TOTAL PRIZE VALUED AT UP TO - AUD		\$3,916

The Twenty (20) Instant Prize Winners will each receive one (1) of the following Instant Prizes:

Quantity	Instant Winner Prize Details	Prize Value (up to AUD)
Twenty (20) x Instant Prizes	<ul style="list-style-type: none"> One (1) x \$60 Electronic Prezsee Gift Card for use at either BWS or Dan Murphy's 	\$60.00
TOTAL PRIZE VALUED AT UP TO - AUD		\$1,200.00

17. The total Prize Pool is valued at **\$5,116.00** (including GST and delivery costs). The Promoter accepts no responsibility for change in prize value between now the ultimate prize redemption date.
18. Any ancillary costs associated with redeeming the prizes are not included. These are the responsibility of the Winner.
19. All prizes are allocated at random. 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.
20. The Electronic Gift Cards will be distributed electronically to the Instant Winners via the email provided in their entry.

21. The Electronic Prezzy Gift Cards awarded to the Instant Prize Winners will expire within 3 years of activation and must be used in accordance with the terms and conditions applicable to the Gift Card as specified by Prezzy (Dan Murphy's and BWS).
22. Personal information about the prize Winner will be shared with the Sponsor, and their agents, to the extent necessary for prizes to be delivered to the prize Winner.
23. Once both the Major Prize Winner and Instant Prize Winners accept their prize/s, the winners must deal directly with the Sponsor as distributor of the prize. Prize fulfillment will be conducted within twenty-eight (28) business days following the winners' acceptance of the prize.
24. In acceptance of the prize, the Winner/s acknowledges that they may incur ongoing costs associated with the prize which are the entire responsibility of the Winner/s.
25. 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.
26. The Promoter is neither responsible nor liable for any damaged, delayed or lost in transit in the delivery of the prizes.
27. The Promoter's decision is final, and the Promoter will not enter into correspondence regarding the Competition result.
28. 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.
29. 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.
30. 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.
31. If the Prize Winner/s do 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 Prize Winner does not provide such proof. A re-draw will be held to award the Prize/s to a valid entrant/s.

32. 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.
33. 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.
34. Should the 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.
35. 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.

How to Win

36. There will be One (1) Major Prize Winner and Twenty (20) Instant Prize Winners in total from the national pool of entrants who will each win one of the prizes detailed in clause 18.
37. The Major Prize Draw will take place at Ansible Pty Ltd, 100 Chalmers Street, Surry Hills NSW 2010 on **Monday, 28th November 2022 at 14:00 AEDT**. One (1) Major Prize Winner will be drawn from the national pool of entrants who entered the competition during the Competition Period.
38. Each entrant who has entered the Competition in accordance with these terms and conditions during the Competition Period will be in with a chance to be an Instant Prize Winner and will be entered into Major Prize Draw. Entries that do not comply with any of the terms and conditions, may be deemed invalid and a re-draw will be conducted in its place as specified in Clause 41.
39. As per clause 43, winning entries will be validated by the Promoter. If such validation shows that an Instant Winner has already won an Instant Win prize, as per clause 10, they will no longer be entitled to any subsequent Instant Win prizes won and a re-draw will take place to re-allocate the prizes to valid winners as specified in Clause 41. However, they will still be entitled to win a Major Prize. Once validation has been completed by the Promoter, the valid Major Prize Winner and all Instant Prize Winners will be contacted within five (5) working days via email and/or phone call to confirm their prize. The winner's details will be published on the 10play website from **Wednesday, 30th November 2022**.
40. The Promoter reserves the right at any time, even after a winner receiving the success panel outlined in clause 12, to revoke a winner's right to an Instant Prize if validation shows that the Winner has already won an Instant Prize, therefore deeming them invalid. In this case, a re-draw will be held to award the Prize/s to a valid entrant/s.
41. If required, an unclaimed prize draw will take place at Ansible Pty Ltd, Level 3, 100 Chalmers Street, Surry Hills NSW 2010 on **Tuesday, 28 February 2023 at 14:00 AEDT** to re-allocate any potential invalid Instant Winners and in the case the Major Prize goes unclaimed. The unclaimed prize Winner/s 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 **Thursday, 2 March 2023**.

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 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.
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. The Promoter collects 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.
47. 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 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. 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 Ansible Pty Ltd. 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.
49. 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.
50. The Promoter is Network Ten Pty Limited (ABN: 91 052 515 250) of 1 Saunders Street, Pyrmont NSW 2009.
51. The Sponsor is Proximo Spirits, Inc. (ABN: 64 125 895 561) of Suite 12.02, Level 12, 65 Berry St, North Sydney NSW 2060.
52. Permit Approvals: ACT: TP22/01902, SA: T22/1565