

Network 10

Isuzu UTE | Australian Survivor Watch & Win Competition 2023

Terms and Conditions

1. Information on how to enter forms part of the terms of entry. Entry into the Isuzu UTE | Australian Survivor Watch & Win 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**”), Isuzu UTE Australia (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, 30 January 2023 at 19:30 AEDT** and closes on **Monday, 10 April 2023 at 23:59 AEST** (“**Competition Period**”).

Entry Period	Entry Period Open 19:30 AEDT	Entry Period Close 19:30 AEDT
1	Monday, 30 January 2023	Tuesday, 31 January 2023
2	Tuesday, 31 January 2023	Wednesday, 1 February 2023
3	Wednesday, 1 February 2023	Sunday, 5 February 2023
4	Sunday, 5 February 2023	Monday, 6 February 2023
5	Monday, 6 February 2023	Tuesday, 7 February 2023
6	Tuesday, 7 February 2023	Monday, 10 April 2023 at 23:59 AEST

4. For clarity, each entry period will close and subsequently reopen when the next codeword is announced during the Survivor broadcast 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 Australian Survivor on Network 10 from 19:30 AEDT on Monday 30th January, Tuesday 31st January, Wednesday 1st February, Sunday 5th February, Monday 6th February, and Tuesday 7th February during the Competition Period to obtain the new 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, date of birth and preferred Isuzu UTE model, 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 Australian Survivor Monday 30th January, Tuesday 31st January, Wednesday 1st February, Sunday 5th February, Monday 6th February, and Tuesday 7th February 2023. There will be six (6) codewords in total announced 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 **Tuesday, 7 February 2023** will be valid until the Competition closes on **Monday, 10 April 2023 at 23:59 AEST**. However, no codeword will be required from **Wednesday, 8 February 2023** as the codeword will be supplied (pre-populated).
9. In the event that the Network 10 broadcast dates are altered, the code words will be aired within the first six (6) episodes only.
10. Codewords will be announced on Network 10 but may not be available on affiliate networks such as WIN and Southern Cross Austereo.
11. 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.
12. Incomprehensible and incomplete entries will be deemed invalid.
13. 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.
14. A limit of one online entry per day per 10 Play member applies. One membership per person applies.
15. Entries must be received by **Monday, 10 April 2023 at 23:59 AEST** 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.
16. 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.
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 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.

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. 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.
19. In consideration for the Promoter awarding the prize to the winner of the Competition (“**Major Prize Winner**”), the 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 or the advertising and/or marketing thereof, in any media whatsoever through the world and the Major Prize Winner will not be entitled to any fee for such use.
20. The prize draw will be held on **Tuesday, 11 April 2023 at 15:00 AEST** at Ansible, Level 3, 100 Chalmers Street, Surry Hills NSW 2010.
21. 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 from **Thursday, 13 April 2023**.
22. An entry that is made on behalf of an entrant by a third party will be invalid.
23. If required, an unclaimed prize draw will take place at Ansible, Level 3, 100 Chalmers Street, Surry Hills NSW 2010 on **Monday, 10 July 2023 at 10:00 AEST**. 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 **Wednesday, 12 July 2023**.

Prize Details

24. There will be **One (1) Major Prize Winner** drawn from all entries received (Online). The Major Prize Winner will win **one (1)** of the following Major Prizes (“**Major Prize**”) as chosen by them:

Number	Major Prize Details	Valued at up to AUD
One (1) x Major Prize	1x Isuzu D-MAX 4x4 X-Terrain Crew Cab Ute Automatic RRP \$67,500 <ul style="list-style-type: none"> • Metallic Paint RRP \$650 • On Road Costs RRP \$5,444 • Rubber Cabin Floor Mats RRP \$219.10 	\$ 73,813.10
TOTAL PRIZE VALUE AT UP TO - AUD		\$ 73,813.10

OR

Number	Major Prize Details	Valued at up to AUD
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One (1) x Major Prize	1x Isuzu MU-X 4x4 LS-T Automatic RRP \$67,400 <ul style="list-style-type: none"> • Metallic Paint RRP \$650 • On Road Costs RRP \$5,439 • Rubber Floor Mats (Full Set) RRP \$253.75 	\$ 73,742.75
TOTAL PRIZE VALUE AT UP TO - AUD		\$ 73,742.75

25. Dependent on the prize chosen by the Major Prize Winner, the total prize pool is valued at up to either **\$73,813.10** OR **\$73,742.75** (including GST). The Promoter or Sponsor accepts no responsibility for the change in the Major Prize specification or value between now and the ultimate redemption date. The Major Prize is based on full RRP only, if goods are on sale at time of purchase, they will be provided at pre-sale price.
26. Any ancillary costs associated with redeeming the Major Prize is not included. These are the responsibility of the Major Prize Winner.
27. 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. The Major Prize Winner is 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.
28. 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.
29. The Promoter and Sponsor take no responsibility for diesel, 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 are the responsibility of the Major Prize Winner. Unless expressly stated, all other expenses become the responsibility of the Major Prize Winner.
30. The Promoter or Sponsor accepts no responsibility for the condition of the Major Prize once dispatched to the Major Prize Winner. The Major Prize comes with Compulsory Third Party Insurance only and the Major Prize Winner will be responsible for obtaining any additional insurance at their own cost.
31. If the Major Prize Winner does not hold a current Australian Driver's Licence, the Major Prize Winner must nominate a person, who holds an Australian Driver's Licence, to drive the car on the Major Prize Winner's behalf from point of collection. The Major Prize Winner will be required to sign a legal authorisation form to allow a nominated Australian Driver's Licence holder to drive the vehicle on the winner's behalf from the chosen Sponsor Dealership. . Any costs associated with transporting the Major Prize is the sole responsibility of the Major Prize Winner and both the Promoter and Sponsor accepts no responsibility for these costs. Delivery

can usually be arranged through an appointed Sponsor dealership if required. If the Major Prize Winner does not provide proof of meeting the age restriction and other valid Entry requirements as deemed by the Promoter or Sponsor, 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.

- 32.** The Major Prize details cannot be changed (e.g. model/transmission/colour), and the Major Prize must be accepted as provided by the Sponsor. The Major Prize cannot be transferred (except as detailed in clause 30). The Major Prize cannot be redeemed for cash and must be accepted as provided.
- 33.** The Major Prize will be available for collection at an appointed Sponsor Dealership from a major capital city within Australia, within 90 days of the Major Prize Winner being determined, or such other time as agreed in writing between the Major Prize Winner and the Promoter in the event there are issues with vehicle stock availability. Final timings will be stipulated by the Sponsor.
- 34.** The Major Prize Winner must make their own way to the appointed Sponsor Dealership, and costs associated with travel to and or from the Sponsor Dealership are to be borne by the Major Prize Winner.
- 35.** If the Major Prize is unavailable, for whatever reason, the Promoter and Sponsor reserves the right to substitute the Major Prize for a prize of equal or less value, subject to any directions given under State Regulation.
- 36.** Neither the Promoter nor the Sponsor is responsible nor liable for any damaged, delayed or lost in transit in the delivery of the prizes.
- 37.** The Promoter's decision is final, and the Promoter will not enter into correspondence regarding the Competition result.
- 38.** 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.
- 39.** 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.
- 40.** 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.
- 41.** 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.
- 42.** 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.

43. 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.
44. 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.
45. 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.
46. If an 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.
47. 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.
48. 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.
49. All entries become the property of the Promoter.

- 50.** 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.
- 51.** With your express consent to do so, the Sponsor 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 <https://isuzuute.com.au/privacy-policy.aspx>. 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 on the Contact Us page on the Sponsor website <https://www.isuzuute.com.au/about-us/contact-us.aspx>.
- 52.** 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.
- 53.** 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.
- 54.** The Promoter is Network Ten Pty Limited (ABN: 91 052 515 250) of 1 Saunders Street, Pyrmont NSW 2009.
- 55.** The Sponsor is Isuzu UTE Australia (ABN: 80 129 563 739) of 1000 Wynnum Rd, Cannon Hill, QLD, 4170 Australia.
- 56.** Permit Approvals: ACT: TP 22/02512.1, NSW: NTP/05630, SA: T22/2078