

Network 10

Trip for 2 to MTV EMAs in Paris Competition

Terms and Conditions

1. Information on how to enter forms part of the terms of entry. Entry into Trip for 2 to MTV EMAs in Paris 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”), 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 departing Friday 3rd November 2023 and returning Friday 10th November 2023, 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 **Friday, 15 September 2023 at 12:00 AEST** and closes on **Sunday, 15 October 2023 at 23:59 AEDT** (“Competition Period”).
5. The Competition will be advertised on, but not limited to, MTV, 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.
7. All entrants who enter in accordance with clause 6 will be entered into the prize draw.
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, 15 October 2023 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 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, 16 October 2023 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 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, 18 October 2023**.
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, 23 October 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, 25 October 2023**.

Prize Details

21. 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
One (1) x Major Prize	A travel package to the MTV EMAs in Paris for the Winner and one (1) travelling companion: <ul style="list-style-type: none"> • Two (2) Qatar Airlines Economy class return flights from nearest capital city to Paris, France • Private return transfers from Paris airport to hotel • Accommodation at Novotel Suites CDG in Villepinte in a twin share room • Two (2) tickets to the MTV EMAs event on Sunday, 5 November 2023 • Spending money \$AUD1,000 	\$12,000.00
TOTAL PRIZE VALUE AT UP TO – AUD		\$12,000.00

22. The total Prize Pool is valued at **\$12,000.00**. This value is correct as of Monday 4 September 2023. The Promoter accepts no responsibility for any variation in the prize values.
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 on specified dates, departing Friday 3rd November 2023 and returning Friday 10th November 2023. If the Major Prize Winner is unable to travel on these dates, they will be deemed invalid and forfeit the prize in its entirety. In this event, a redraw will take place to reallocate the prize to a valid winner.

30. Accommodation is based on two (2) people sharing a twin/double room. Specified prize inclusions (including, but not limited to, accommodation, restaurants and tours) are subject to availability at the time of booking. Alternatives may be offered dependent on availability.
31. 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.
32. The Promoter is neither responsible nor liable for any damaged, delayed or lost in transit in the delivery of the prize/s.
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 prize that the Winners and travelling companions must comply with all the conditions of use of the individual prize suppliers' requirements.
35. 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.
36. Personal information about the Winners will be shared with Ansible Pty Ltd, the Prize Suppliers and their agents, to the extent necessary for prize to be delivered to the Winners.
37. 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.
38. 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.
39. 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 does 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.
40. 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.
41. 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.

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. 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.
43. Network 10 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.
44. 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.
45. 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.
46. 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.
47. 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.
48. 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.
49. 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.

50. 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.
51. 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.
52. 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.
53. 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.
54. 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 (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.
55. 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.
56. All entries become the property of the Promoter.
57. 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.

58. 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 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.
59. 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.
60. The Promoter is Network Ten Pty Limited (ABN: 91 052 515 250) of 1 Saunders Street, Pyrmont NSW 2009.
61. Permit Approvals: ACT: TP 23/01852, SA: T23/1423, NSW: LTP/07715