

## Network 10

### FRNSW/Paw Patrol Colouring In Competition

#### Terms and Conditions

1. Information on how to enter forms part of the terms of entry. Entry into Network 10's FRNSW/Paw Patrol Colouring In Competition ("Competition") is deemed acceptance of these terms and conditions.

#### Eligibility to Enter

2. Entry is open to Kindergarten or Year 1 classes in New South Wales schools only. However, employees and the immediate families of Network Ten Pty Limited (the "Promoter"), Fire and Rescue NSW (FRNSW) (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 New South Wales, at the time of entry, or their entry may be deemed invalid.

#### Competition Period

3. The Competition commences on **Tuesday, 27 August 2024 at 09:00 AEST** and closes on **Friday, 27 September 2024 at 11:59 AEST** ("Competition Period").
4. The Competition will be advertised on, but not limited to, Nickelodeon and [www.10play.com.au](http://www.10play.com.au).

#### How to Enter

5. To participate in the Competition entrants must complete the following requirements:
  - i. Download a colouring in sheet from FRNSW website <https://brigadekids.com/win> or at [10play.com.au/win](http://10play.com.au/win) for students to colour in.
  - ii. Log on to [10play.com.au/win](http://10play.com.au/win), upload the class's best 5 colouring in sheets as a single PDF file and register their details in order to submit an entry. Teacher first name, last name, class, school names, school address and postcode, school phone number, school email address.
  - iii. Answer in 25 words or less, "Why you would like to have a Fire Safety demonstration with Fire and Rescue NSW and PAW Patrol characters visiting your school?".
6. It is free to enter, however, the cost of accessing the promotional website is dependent on the entrant's individual service provider.
7. Entries will only be considered valid if they meet the requirements of clause 5 ("**Valid Entry**").
8. This is a game of skill; chance plays no part in determining the Winner. Each entry will be individually judged based on creative merit to determine the most creative, genuine, and worthiest as determined by the judges. The judges' decision in relation to any aspect of the competition will be final and binding on every person who enters.
9. Incomprehensible and incomplete entries will be deemed invalid.

10. Entrants may only submit one entry for their class throughout the Competition Period. Any additional entries submitted will be deemed invalid and only the first entry made will be considered in the Prize judging.
11. Entries must be received by **Friday, 27 September 2024 at 11:59 AEST** to be included in the Prize Judging. Each valid entry received over the duration of the Competition Period will be entered into the Prize Judging.
12. The time of entry will in each case be the time the online entry is received by the Promoter. The Promoter accepts no responsibility for any late, lost, or misdirected entries due to technical disruptions, network congestion or for any other reason.
13. Entrants warrant to the Promoter the entry submitted is an original work of the Entrant that does not infringe the rights of any third parties.
14. If the entry or any part of the information provided to the Entrant in relation to the entry was provided by a third party, the Entrant warrants they have obtained the relevant copyright permission to submit the entry for the purposes of this promotion. The entrant agrees to indemnify the Promoter against all claims and costs by third parties arising from a breach of the warranty set out in this condition.
15. Entrants must not submit an entry that could be considered offensive, insensitive, defamatory, or racist. Entries must not include swearing, inappropriate behaviour or language, MA or R rated images, video, or audio. Any entry which the judges, at their discretion, deem inappropriate, incomprehensible, and incomplete will be invalid. The entrant agrees to indemnify the Promoter.
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 is responsible for conducting the judging of entries, and 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.

### **Rights and Release**

17. By entering into the Competition, you:
  - a. Consent to the Promoter using your entry in any manner and for any purpose at their absolute discretion without any further reference or payment or other compensation to the entrant, including communication of the entry in any media (now existing or hereafter devised) throughout the world in perpetuity which may include Broadcast on Nickelodeon, Channel 10, Channel Bold or Channel Peach, publication on the Promoter websites, social accounts, promotional, marketing and publicity purposes;
  - b. Grant to the Promoter the right to use your name, image, and likeness in connection with the entry and the Competition;
  - c. Consent to such acts that might otherwise infringe your moral rights in respect of all material created under these Terms & Conditions of Entry and you agree that the Promoter are not required to credit you in its exploitation of the entry.

18. In consideration for the Promoter awarding the Prize to the Prize Winner (s) (“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 the Sponsor, Nickelodeon and 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.

**Prize Judging**

19. There will be **One (1) Prize Winner** judged from all entries received throughout the Competition Period who will be selected by a judging panel at Fire and Rescue NSW, 1 Amarina Avenue, Greenacre NSW 2190 from **Monday, 30 September 2024 to Friday, 11 October 2024**.
20. The Promoter reserves the right to judge additional reserve entries (and record them in order), in the event that an invalid entry is judged, or an entrant judged is ineligible.
21. The Winner will be the entrants who, in the sole opinion of the judges, have submitted the most creative, genuine and worthiest entry.
22. The Prize Winner will be notified in writing and via a phone call once the prize judging is complete by the Sponsor. The Winner details will be published on the 10 Play website at 10play.com.au from **Thursday, 17 October 2024** subject to validation.
23. The Sponsor will contact the Winner via email and or phone and will provide them with an email to use to contact them to accept their Prize. It is the responsibility of the entrant to check if they have been contacted as a Winner. The Winner is to contact the Sponsor at the email address provided with acceptance of the Prize. In the event this process does not result in the Prize being awarded, an unclaimed Prize judging will take place as per the details set out in clause 27 below.
24. 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.
25. If the original winner has not been able to be contacted by **09:00 AEDT on Monday, 18 November 2024** and has not contacted the Sponsor to claim their prize by this time, the initial winner’s prize will be forfeited. There will be a re-judging at **09:30 AEDT on Monday, 18 November 2024** at Fire and Rescue NSW, 1 Amarina Avenue, Greenacre NSW 2190 and the initial winner will have no claim. The unclaimed prize Winner will be notified of their prize by phone or in writing via email on the day of the re-judging and the Winner’s details will be published on the 10 Play website at 10play.com.au from **Wednesday, 20 November 2024** subject to validation.

**Prize Details**

26. There will be **One (1) Prize Winner** judged from all entries received. The Prize Winner will receive the following:

Prize	Detail	Value (up to)
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One (1) x Prize	Visit to school for fire safety education demonstration by FRNSW and PAW Patrol characters.	<b>\$6,500.00</b>
	<b>Total AUD (inc. GST)</b>	<b>\$6,500.00</b>

27. The total Prize Pool is valued at up to **\$6,500.00** (incl GST). The Promoters accept no responsibility for change in Prize value between now the ultimate Prize redemption date.
28. The Prize visit will be provided at a mutually suitable time determined between the Promoter, the Sponsor and the Winner and must be effected before end of Term 4, 2024.
29. Prize inclusions and details are correct as of date of printing, however subject to change without advance notice.
30. The final Prize value depends on the location of the Winner and therefore the length of travel required for all parties involved including but not limited to Paw Patrol characters.
31. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize, the Sponsor's and the Promoter's requirements.
32. Alternatives may be offered dependent on availability. If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal or greater value.
33. It is a condition of accepting the prize that the Winner must comply with all the conditions of use of the prize and the prize supplier's requirements.
34. Any ancillary costs associated with redeeming the Prize are not included. These are the responsibility of the Winner.
35. All Prizes are non-transferrable. No cash alternative is available for any Prize unless specified. 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 unless specified. Prizes cannot be used in conjunction with any other special offer. Prize values are in Australian dollars. The Promoters accept no responsibility for any variation in the Prize values. Prize Winner is advised that tax implications may arise from their Prize winnings, and they should seek independent financial advice prior to acceptance of their Prize.
36. 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.
37. If the Prize is unavailable, for whatever reason, the Promoter reserve the right to substitute the Prize for a Prize of equal or greater value, subject to any directions given under State Regulation.

38. The Promoter's decision is final, and the Promoter will not enter into correspondence regarding the Competition result.
39. It is a condition of accepting the Prize that the Winner must comply with all the conditions of use of the Prize.
40. 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.
41. Personal information about the Winner will be shared with the Promoter and their agents, to the extent necessary for the promoters to organise prize fulfillment.
42. If the Winner does not provide proof of meeting the age restriction and other valid entry requirements, the Prize will be forfeited in full, and the Winner will have no further claim.
43. 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.
44. It is a condition of accepting the Prize that the Winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
45. Should the 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.
46. By accepting the Prize, the Winner agrees 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. The Winner also agrees to the potential use of their image or video footage being used for promotional purposes.

### **Standard Clauses**

47. If for any reason any aspect of this promotion is not capable of running as planned, including due to war, terrorism, state of emergency, pandemic, COVID-19, 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 their 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 promotion and/or a Prize, subject to any written directions from a relevant regulatory authority.
48. 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.

49. 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.
50. 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 Promoter, 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.
51. All entries become the property of the Promoter.
52. 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 are 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.
53. Opt-In Marketing Communications. By agreeing to opt in, by means of the check box on the entry form, to receive marketing emails from the Sponsor, you consent to the Promoter disclosing your personal and other information on the entry to the Sponsor for this purpose. As indicated on the entry form, your personal information will be handled in accordance with the Sponsor’s privacy policy which can be accessed at <https://www.fire.nsw.gov.au/page.php?id=700>. 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 marketing communications from the Sponsor by emailing [PrivacyOfficer@fire.nsw.gov.au](mailto:PrivacyOfficer@fire.nsw.gov.au). Please refer to the Sponsor’s privacy policy for further information.
54. 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.

55. 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.
56. The Promoter is Network Ten Pty Limited (ABN: 91 052 515 250) of 1 Saunders Street, Pyrmont NSW 2009.
57. The Sponsor is Fire and Rescue NSW (ABN: 12593473110) of 1 Amarina Ave Greenacre NSW 2190.