Channel Seven

SUNRISE "QANTAS FREQUENT FLYER 30th ZOOM TO BROOME BIRTHDAY" promotion

Terms and Conditions

By entering the Sunrise 'Qantas Frequent Flyer 30th Zoom To Broome Birthday' Promotion, you are agreeing to the following terms and conditions:

1. STANDARD TERMS

1.1 Information on how to enter forms part of the terms of entry.

2. WHO CAN ENTER?

- 2.1 Subject to clause 2.2, entry is open to all Australian Residents who reside where the Channel Seven and affiliate broadcasting signals are received and are members of the Qantas Frequent Flyer Program and 18 years of age or over, (Eligible Entrants).
- 2.2 Employees of Qantas Airways Limited and Seven Network (Operations) Limited and their associated agencies and companies and their immediate families and friends are not eligible to enter.

3. HOW TO ENTER

- 3.1 The competition commences on Wednesday 19 April 2017 at 6.00am (AEST) and concludes on Sunday 30 April 2017 at 11.59pm (AEST) ("the Competition Period").
 - 3.2 In order to enter, viewers must:
- a) answer the competition question 'What special milestone are you celebrating and why would you like to celebrate it with Qantas Frequent Flyer?' in 30 words or fewer, or alternatively, within in a 30 second video; then
- b) email their entry to <u>qantas@seven.com.au</u>, together with their full name, address (including state and postcode), email address and phone number and Qantas Frequent Flyer number.
 - 3.3 Entries are limited to one entry per email address. Multiple entries are not permitted.
 - 3.4 The entry must be:
 - (a) the original independent creation of the entrant; and
 - (b) free from any claims, including but not restricted to copyright or trademark claims, by other parties.
 - 3.5 Entry details remain the property of the Promoter and will not be returned to the entrant. The winners agree to grant the Promoter a perpetual and non-exclusive licence to use their entries in all media worldwide and the winners will not be entitled to any fee for such use.

4. PRIZES

- 4.1 There will be thirty (30) prize winners. Each prize winner will receive:
- Four (4) return Economy Qantas flights from the winner's nearest Australian capital city to Broome (includes taxes, fees and carrier charges). Winners from Melbourne, Brisbane and Adelaide will be flown to Sydney, then Sydney to Broome direct. Winners from Sydney, Perth and Darwin will be flown direct to Broome.
- One (1) night's shared accommodation for 4 people at the Cable Beach Club Resort & Spa, Kimberley Sands Resort & Spa or The Pearle Cable Beach (room type dependent on availability); and
- Long table Broome food and wine experience; breakfast; an iconic Broome experience (a Camel Ride on Cable Beach, Willie Creek Pearl Farm Tour or Broome Hovercraft Tour, subject to availability) and ground transfers.

Maximum individual prize value: AU\$11,384

MAXIMUM TOTAL PRIZE VALUE: \$341,520

4.2 The prize values quoted are accurate based on a return Flexible Economy airfare from Darwin to Broome via Sydney for travel in May 2017 and quoted as at 13 April 2017' as at 13 April 2017. There will be no difference paid to the winner between the maximum value and the actual value.

- 4.3 The winner and their travelling companions (who must be 18 years of age or over) are responsible for all other expenses including but not limited to meals, incidentals, tips, service charges, spending money, visas and transfers (other than those specified), activities, tickets or passes, room service, telephone calls, mini-bar items, laundry services, travel insurance, excess payable on insurance claims, passports and visas (if applicable). Travel insurance is highly recommended.
- 4.3 Prize travel is subject to availability at the time of booking. The winner and their companions must travel together on all prize travel and will not accrue Qantas Points on any element of the prize. An upgrade cannot be purchased on airfares with cash or using Qantas Points.
- 4.4 The winner and their travelling companions must be available for travel to Broome between Saturday 24 June 2017 and Sunday 25 June 2017 (inclusive) to accept the prize as outlined in clause 4.1. No compensation will be paid to the winner or their companions if travel is not able to be undertaken on these dates.
- 4.5 The Qantas flights will depart on Saturday 24 June 2017 and return on Sunday 25 June 2017. Winners will be informed of exact departure times no later than one month after the winner notification.
- 4.6 Prizes cannot be used in conjunction with travel discounts or special offers.
- 4.7 All components of the prize must be taken together. The winner and their travel companions must travel together and depart from and return to the same departure point.
- 4.8 Winners may be required to present a credit card at time of accommodation check-in to the hotel for all incidental charges.
- 4.9 The prize (or any part thereof) cannot be sold, is not transferable or exchangeable and cannot be taken for cash.
- 4.10 The Promoter accepts no responsibility for any variations in the travel itinerary due to flight delays, flight cancellations as per the prize quoted in clause 4.1. There will be no recourse on any financial compensation or replacement air tickets.
- 4.11 The winner and their companions agree to abide to any prevailing terms and conditions of flight provider (Conditions of Carriage), accommodation provider, transport provider, services provider, transfers provider, travel insurance provider, tour or ticket providers, and in particular, any health, behaviour, age and safety requirements. Any part of a prize that is not taken for any reason is forfeited by the winner.
- 4.12 The Promoter or Agent accepts no responsibility for any tax implications that may arise from acceptance or redemption of the prize, or this Competition. Independent financial advice should be sought by the Winner prior to accepting the Prize. The Promoter, Sponsor and Agent accept no responsibility for any variation in Prize value.
- 4.13 The Promoter reserves the right to require the winner (and their travel companions) to sign any legal documentation as and in the form required by the Promoter, Agent, or suppliers of prizes, in their absolute discretion including without limitation a form of waiver or release with respect to acceptance or usage of the prize, or any liability arising out of or in relation to the Prize or this Competition.

- 4.14 All prize elements cannot be exchanged, transferred or redeemed for cash. If for any reason, a prize winner cannot take any component of the prize then that portion of the prize will be forfeited and not redeemable for cash.
- 4.15 All components of the prize, including accommodation are subject to availability, based on a limited allocation of rooms and may not be available during special events. In the event that any component of a prize is unavailable for any reason, subject to State legislation, the Promoter reserves the right to substitute that prize component with another prize of equal value and the prize winner will be notified accordingly.
- 4.16 No refund or exchange on any tickets except as required by law and as otherwise specified by the seller.
- 4.17 Tickets may not be resold or offered for resale at a premium (including via on-line auction sites) or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services by the bearer. If a ticket is sold or used in breach of this condition, the ticket may be cancelled and the bearer of the ticket may be refused admission.
- 4.18 In participating in the prizes, the winners agree to participate and co-operate as required in all editorial activities relating to the Competition, including but not limited to being interviewed and photographed. The winners grant the promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide and the winners will not be entitled to any fee for such use.
- 4.24 The winner and their travelling companions agree that they will not sell or otherwise make available their story and/or photographs to any media or other organisation.
- 4.25 If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of equal value and/or specification, subject to any written directions from a regulatory authority.
- 4.26 It is a condition of accepting the prize that the winners must comply with all the conditions of use of the prize and the prize supplier's requirements.
- 4.27 Full details of prizes can be obtained by telephoning the Seven Network in each state on Sydney 02 8777 7777; Melbourne 03 9697 7777; Adelaide 08 8342 7777; Brisbane 07 3369 7777; Perth 08 9344 0777 or at yahoo7.com.au/sunrise.

5. HOW TO WIN

- 5.1 There will be thirty (30) winners of the Competition.
- 5.2 Each entrant who has entered the Competition over the Competition Period and registered all details in accordance with clause 3 ("Qualifying Entrant") will be entered into the Competition.
- 5.3 The winners will be the entries judged by a panel of representatives appointed by the Promoter to be the most creative and/or original from the national pool received. All entries will be judged at the Sunrise offices at 52 Martin Place, Sydney, NSW 2000 on Monday 1 May at 10:00am AEST. The competition is a game of skill and chance plays no part in determining the winner.
- 5.4 Winners will be notified by telephone within 2 days of the judging.
- 5.5 The judges' decision is final and the Promoter will not enter into correspondence regarding the result.
- 5.6 Incomprehensible and illegible entries will be deemed invalid.

- 5.7 It is a condition of accepting the prize that the winners must comply with all the conditions of use of the prize and prize supplier's requirements.
- 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 or the Sponsor, as the case may be, in their absolute discretion.

6. NO LIABILITY

- In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel, modify or suspend the competition. If, due to circumstances beyond the Promoter's control, the Promoter is unable to provide the stated prize, the Promoter reserves the right to award a substitute prize.
- 6.2 The Seven Network (Operations) Limited, and its franchisees and their associated agencies and companies and Qantas Airways Limited will not take any responsibility for prizes damaged or lost in transit, or late, lost or misdirected mail.
- 6.3 The Seven Network (Operations) Limited & affiliates and its franchisees and their associated agencies and companies and Qantas Airways Limited will not be liable for any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur:
- a) during the judging;
- b) whilst undertaking any travel won on or connected with their entry into the competition; or
- c) in the participation in any prize;
- d) as a consequence of late, lost or misdirected mail;
- e) due to the broadcast of any program relating to the competition or the publication of any material, including any statements made by any compere, staff member, journalist, other entrants or any other person;
- f) in relation to failure of an entry to be received by the Promoter on account of technical problems or traffic congestion;
- g) arising from or related to any problem or technical malfunction of any computer equipment, software, internet connection, any injury or damage to entrant's or any other person's computer software related to or resulting from participation in this promotion
- 6.4 The Promoter reserves the right to reasonably amend or vary these terms and conditions at its sole discretion, orally or in writing, for the purpose of Seven's programming, scheduling or production requirements.
- 6.5 The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's and the Sponsor's legal rights to recover damages or other compensation from such an offender are reserved.
- 6.5 Seven Network (Operations) Limited and the Sponsor assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries, and reserves the right to take any action that may be available.
- 6.6 If for any reason this competition is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other

causes beyond the control of the Promoter or the Sponsor which corrupt or affect the administration security, fairness, integrity or proper conduct of this competition, 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

7. PROMOTER'S DETAILS

- 7.1 The Promoter is Seven Network (Operations) Limited (ABN 65 052 845 262) of Level 2, 38-42 Pirrama Road, Pyrmont, NSW 2009.
- 7.2 The Sponsor is Qantas Airways Limited (ABN 16 009 661 901) of 10 Bourke Road, Mascot, NSW 2020.
- 7.3 Entry details remain the property of the Promoter. Seven Network (Operations) Limited (ABN 65 052 845 262) and its related entities ("Seven"), is collecting your personal information for the purpose of conducting and promoting this Competition, including for the purpose of identifying and notifying winners and understanding our audiences. Seven will otherwise handle your personal information in accordance with Seven's Privacy Policy which is available on our website at http://www.sevenwestmedia.com.au/privacy-policies (and which contains information regarding how you can access your personal information, correct it and/ or make a complaint about our handling of your personal information). By providing your personal information below, you agree to the terms of the Privacy Policy. Without limiting the foregoing, Seven Network (Operations) Limited may disclose the entrant's personal information to its related entities, business partners, including Qantas Airways Limited, and external service providers for research and profiling purposes as well as other purposes reasonably related to the entrant's relationship with Seven Network (Operations) Limited. In addition, by entering this competition, you consent to Seven using your personal information for the purpose of Seven Network (Operations) Limited and its related entities sending you information regarding programs, products and services available through them and/ or through their business partners, and to Seven from time to time sharing your personal information with carefully selected business partners for the purpose of them sending you such information directly. We will always provide you with the ability to opt out of those communications. www.sevenwestmedia.com.au