

“YAHOO7 NEWSLETTER SIGNUP” PROMOTION
TERMS AND CONDITIONS

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The promoter is Yahoo!7 Pty Limited (ABN 60 089 187 100) of Level 2, Pier 8&9, 23 Hickson Road, Millers Point, NSW 2000, telephone (02) 8288 4000 (“**Promoter**”).
3. Entry is only open to Australian residents aged 18 years or over who are not already subscribed to a Yahoo7 eNewsletter (being PLUS7, Home and Away, Sunrise, Be and The Daily Snapshot).
4. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
5. Promotion commences on 21/06/2017 and final entries close at 11:59pm AEST on 25/07/2017 (“**Promotional Period**”).
6. To enter, individuals must undertake the following steps, during the Promotional Period:
 - Visit www.yahoo7.com.au/competitions;
 - Follow the prompts to the Yahoo7 eNewsletter sign up page;
 - Input the requested personal details including their full name, telephone, and a valid email address;
 - Select at least one (1) newsletter that they would like to sign up to from the following five (5) newsletter options: PLUS7, Home and Away, Sunrise, Be and The Daily Snapshot;
 - Agree to the Terms and Conditions associated with each eNewsletter; and
 - Submit the fully completed eNewsletter subscription form.
7. Individuals will be awarded with one (1) entry for each eNewsletter they subscribe to, during the Promotional Period. For clarity, individuals may only subscribe to each eNewsletter once. Individuals must still be subscribed (as at the time of the draw) to the eNewsletter relating to their winning entry, if they are drawn as a winner.
8. Incomplete or indecipherable entries will be deemed invalid.
9. 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 reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may 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. The Promoter’s legal rights to recover damages or other compensation from such an offender are reserved.
10. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
11. There will be one (1) draw conducted for the entries received each week of the Promotional Period for a total of five (5) weekly draws (each a “Weekly Draw”). Entries for each Weekly Draw open at 12:00am each Wednesday and close at 11:59pm AEST (as applicable in NSW) on the following Tuesday. All draws will take place at Anisimoff Legal, Suite 5, Erina Plaza, 210 Central Coast Highway, Erina NSW 2250 at 10am AEST (as applicable in NSW) on the Friday after entries close for each Weekly Draw with the first Weekly Draw taking place on 30/06/2017 and the last Weekly Draw taking place on 28/07/2017. Entries in each Weekly Draw will NOT be entered into any subsequent Weekly Draws. The Promoter may draw additional reserve entries and record them in case an invalid entry on ineligible entrant is drawn. Winners will be notified in writing within two (2) business days of

the relevant Weekly Draw and their names will be published online at www.yahoo7.com.au/competitions on 31/07/2017.

12. The Promoter's decision is final and no correspondence will be entered into.
13. The first valid entry drawn in each Weekly Draw will each with a Sony 55" Full HD LCD TV (KDL55W650D) valued at \$1,499 and a 5.1 Channel Sound bar System (SRP for HT-RT3) valued at \$499. Total prize is valued at \$1,998.
14. Subject to the unclaimed prize draw clause, if for any reason the winner does not accept/take the prize (or an element of the prize) at/by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
15. If the prize (or part of the 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 the equal value and/or specification, subject to any written directions from a regulatory authority.
16. Total prize pool value is AU\$9,990.
17. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
18. A re-draw for a prize, if unclaimed, will take place at 11:30am AEDST on 30/10/2017 at the same place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified by email and telephone within two (2) business days of the re-draw and their names will be published online at www.yahoo7.com.au/competitions on 06/11/2017.
19. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
20. 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 Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, 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.
21. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
22. 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 States 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 its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
23. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (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 Promoter) 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 (g) use of a prize.

24. As a condition of accepting a prize, the winner may be required sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
25. By entering this promotion, entrants agree to the Promoter collecting, using and disclosing their personal information for the purpose of conducting and promoting this promotion, in accordance with Yahoo!7's Privacy Policy which is available at <https://info.yahoo.com/privacy/au/yahoo/> which entrants acknowledge they have read and agree to. This privacy policy contains important information regarding how the Promoter handles entrants' personal information, including how entrants can access and/or correct their personal information, or make a complaint about the handing of their personal information. Entry is conditional on providing this information. Additionally, by ticking the relevant opt-in box/es, (a) entrants agree to the Promoter and its trusted partners using their personal information to help the Promoter communicate with them about offers from the Promoter and its marketing partners (which offers entrants may opt-out of receiving), and they agree to the Promoter disclosing their information to such partners in connection with such purposes. Unless otherwise indicated by the Promoter, the Promoter may disclose entrants' personal information to entities outside of Australia (for a list of the countries, see the Promoter's Privacy Policy), and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering the promotion entrants consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that the Promoter is not liable in this regard.

NSW Permit No. LTPS/17/14875. ACT Permit No. TP17/01089. SA Permit No. T17/1027