

# SUNDAY NIGHT JIMMY BARNES COMPETITION TERMS AND CONDITIONS

By entering the "Sunday Night Jimmy Barnes Competition" ("the Competition"), 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 residents of Australia, over the age of 18 years, where the Channel Seven and affiliate broadcasting signals are received.
- 2.2 Employees and their immediate families and friends of Seven Network (Operations) are not eligible to enter.

#### 3. HOW TO ENTER

- 3.1 The competition commences on **Sunday 22<sup>nd</sup> October 2017 at 19:00 AEDT** and concludes on **Friday 27<sup>th</sup> October 2017 at 23:59 AEDT** ("the Competition Period").
- 3.2 **COMPETITION ENTRY**: In order to enter the Competition, viewers must log onto the Sunday Night website <a href="www.yahoo7.com.au/sundaynight">www.yahoo7.com.au/sundaynight</a> and register their full name, address (including state and postcode), email address and phone number; Answer the competition question 'what is your favourite Jimmy Barnes song and why' in 25 words or fewer; Select their preferred concert date and venue and submit their entry.
- 3.3 Entries must be received by Friday 27<sup>th</sup> October 2017 at 23:59 AEDT.
- 3.4 Entries are limited to one entry per person per email address. More than one entry per person may lead to all entries by that person being deemed invalid, at the Promoter's sole discretion.
- 3.5 The entry must be: the original independent creation of the entrant; and free from any claims, including but not restricted to copyright or trademark claims, by other parties.
- 3.6 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)** major prize winner of the Competition. The prize includes:

Number	Full Details	Value (inc. GST)
30 x Major Prize Package	<ul> <li>1 x double passes to attend Jimmy Barnes' 'Working Class Man: An Evening of Stories &amp; Songs' concert at winner's venue of choice</li> </ul>	\$269.99

1x copy of Jimmy Barnes' autobiography 'Working Class Man'	
TOTAL MAXIMUM PRIZE POOL VALUE	\$8,099.70

Total maximum value prize package value is up to \$8,099.70 AUD. Prize value is correct as at the date of printing.

- 4.2 The winner and their companion are responsible for all other expenses including but not limited to meals, incidentals, service charges, spending money and transport.
- 4.3 The prize (or any part thereof) cannot be sold, is not transferable or exchangeable and cannot be taken for cash.
- 4.4 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.
- 4.5 In the event that an element of a travel, event, concert or other similar prize outlined above is, for any reason, cancelled, postponed or not available, that element(s) of the prize will be considered as forfeited and no cash alternative offer will be granted in lieu of the part of the prize.
- 4.6 Winners must make their own way to and from the event. No transport will be provided.
- 4.7 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.
- 4.8 Scalping warning: The resale of tickets in certain circumstances is governed by ticket sales legislation and may attract criminal penalties
- 4.9 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.

## 5. **HOW TO WIN**

- 5.1 There will be **thirty (30)** winners of the Competition. 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.
- 5.2 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 Sunday Night offices before **Friday 3<sup>rd</sup> November at 11:00 AEDT**.
- 5.3 A list of winners will be posted on the Sunday Night website <a href="www.yahoo7.com.au/sundaynight">www.yahoo7.com.au/sundaynight</a> within 3 days of the judging. Prizes will be posted to the address given by the winner within 7 days of winners being announced.
- 5.4 The judges' decision is final and the Promoter will not enter into correspondence regarding the result. Incomprehensible and illegible entries will be deemed invalid.

5.6 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.

## 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 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 will not be liable for any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur: during the judging; whilst undertaking any travel won on or connected with their entry into the competition; or in the participation in any prize; as a consequence of late, lost or misdirected mail; 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; in relation to failure of an entry to be received by the Promoter on account of technical problems or traffic congestion; 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 Entry details remain the property of the Promoter. Yahoo!7 on behalf of the 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 hep://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 may disclose the entrant's personal information to its related entities, business partners and external service providers for research and profiling purposes as well as other purposes reasonably related to the entrant's relationship with Seven. In addition, by entering this competition, you consent to Seven using your personal information for the purpose of Seven 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