



CHANNEL SEVEN
SUNRISE “CADBURY JOY DELIVERIES” PROMOTION
TERMS AND CONDITIONS

By entering the Sunrise ‘Cadbury Joy Deliveries’ 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 residents of Australia over the age of 18, where the Channel Seven and affiliate broadcasting signals are received.

2.2 Employees and their immediate families and friends of Seven Network (Operations) Limited, Mondelez Australia Pty Ltd and their associated agencies and companies are not eligible to enter.

3. HOW TO ENTER

3.1 The competition commences on **Monday 15 December 2017 at 5:30am (AEDT)** and concludes on **Friday 15 December 2017 at 3.00pm (AEST)** (“the Competition Period”) however, the eligible entry period for each daily prize will commence and conclude on the following dates and times:

Day	START DATE (AEDT)	CLOSING DATE at 3.00pm (AEDT)
1	Monday 11 December 2017 at 5.30am	Monday 11 December 2017
2	Monday 11 December 2017 at 3.00pm	Tuesday 12 December 2017
3	Tuesday 12 December 2017 at 3.00pm	Wednesday 13 December 2017
4	Wednesday 13 December 2017 at 3.00pm	Thursday 14 December 2017
5	Thursday 14 December 2017 at 3.00pm	Friday 15 December 2017

3.2 In order to enter, viewers must:

- a) log onto the Sunrise website (yahoo7.com.au/sunrise) and register their full name, address (including state and postcode), email address and phone number;
- b) submit a creative and original photograph that captures their exterior Christmas lights display.

3.3 Entries must be received by Friday 15 December 2017 at 3.00pm (AEDT).

3.4 Entries are limited to one entry per person per email address. Multiple entries will not be accepted.

3.5 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.

3.6 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 five (5) winners of the Competition. Each prize winner will receive:

- AUD\$5,000 cash; and
- 1 x Cadbury Hamper to the value of \$100.

Prize value \$5,100

TOTAL PRIZE POOL VALUE: AUD\$25,500.00



- 4.3 Once prizes are dispatched and awarded to winners, the Sponsor and the Promoter will not be liable for any prize that has been lost, stolen, damaged, defaced or tampered with in any way.
- 4.4 Cash prizes will be awarded via EFT to the winner's nominated Australian bank account. Mondelez Australia Pty Ltd will not be liable in any way if a winner provides incorrect bank details.
- 4.5 Prizes are not transferable, exchangeable for any other item and except where cash is specified as a prize, cannot be redeemed for cash. The value of each prize is accurate as at the time of preparation of this material, is the RRP value and is inclusive of GST. The Sponsor and the Promoter accepts no responsibility for any variation in the value of a prize after that time. If a prize (or element of a prize) is unavailable for any reason, Mondelez Australia Pty Ltd may substitute it for another item of equal or higher value as necessary.
- 4.6 Prizes will only be delivered to addresses in Australia. Mondelez Australia Pty Ltd and its associated agencies and companies will not be liable for any damage to or delay in transit of prizes.
- 4.7 The Sponsor and the Promoter accept no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought. Where the operation of this Promotion results in, for GST purposes, supplies being made for non-monetary consideration, entrants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
- 4.8 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.
- 4.9 The Promoter reserves the right to require the winner 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.
- 4.10 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.
- 4.11 Individual supplier terms and conditions apply.
- 4.12 The prize 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.
- 4.13 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.
- 4.14 The winners agree that they will not sell or otherwise make available their story and/or photographs to any media or other organisation.
- 4.15 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.
- 4.16 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.
- 4.17 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 five (5) 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 Entries will be judged at 3.00pm AEDT following the conclusion of the daily competition as per clause 3.1 on: Monday 11 December 2017, Tuesday 12 December 2017, Wednesday 13 December 2017, Thursday 14 December 2017, Friday 15 December 2017.
- 5.4 The five (5) 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 on the at 3.00pm on Monday 11 December 2017, Tuesday 12 December 2017, Wednesday 13 December 2017, Thursday 14 December 2017, Friday 15 December 2017. The competition is a game of skill and chance plays no part in determining the winner.
- 5.5 Winners will be notified by telephone within 1 day of the judging.
- 5.6 The judges' decision is final and the Promoter will not enter into correspondence regarding the result.
- 5.7 Incomprehensible and illegible entries will be deemed invalid.
- 5.8 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.
- 5.9 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
- 6.1 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 Mondelez Australia Pty Ltd 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 Mondelez Australia Pty Ltd 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.



- 6.6 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.
- 6.7 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 Mondelez Australia Pty Ltd (ABN 78 004 551 473) Level 10, Dorcas Street, South Melbourne, VIC 3205.
- 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 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