



CHANNEL SEVEN
SUNRISE FAMILY NEWSLETTER “BUDGY SMUGGLER” COMPETITION
TERMS AND CONDITIONS

By entering the Sunrise Family Newsletter ‘Budgy Smuggler’ 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 aged 18 years and older, where the Channel Seven and affiliate broadcasting signals are received, and are subscribers of the Sunrise Family Newsletter.
- 2.2 Employees and their immediate families of Seven Network (Operations) Limited, Ansible Pty Ltd, Budgy Smuggler Pty Ltd and their associated agencies and companies are not eligible to enter.

3. HOW TO ENTER

- 3.1 The competition commences on Friday 26 January 2018 at 10.00am (AEDT) and concludes on Wednesday 31 January 2018 at 10.00am (AEDT) (“the Competition Period”).
- 3.2 In order to enter, Sunrise Family newsletter subscribers must click on the ‘Budgy Smuggler’ tile in the newsletter. Viewers will be directed to the designated competition page on the Sunrise website (www.yahoo7.com.au/sunrise) and register their full name, address (including postcode), a valid email address and telephone number, along with the code word as provided in the newsletter.
- 3.3 Entries must be received by Wednesday 31 January 2018 at 10.00am (AEDT).
- 3.4 Entries are limited to one entry per person, per phone number. Multiple entries will not be accepted.
- 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 one (1) winner of the Promotion who will receive the following prize:

- 1 x Budgy Smuggler Prize Pack, containing;
 - 1 x Donut-Printed Budgy Smugglers (\$55.00)
 - 1 x Donut-Printed Stubby Cooler (\$10.00)
 - 1 x Donut-Printed Bucket Hat (\$30.00)
 - TOTAL: \$95.00

Total Prize Value \$95.00. Prize value is correct as of Monday 22 January 2018. The winner is not entitled to receive any money from any party if there is a difference between the maximum prize value and the actual prize value at the time of the draw. All prize values are in Australian Dollars.

- 4.2 This prize has no official resale value and may not be authentic if purchased from a third party. Prizes may not be resold, offered for resale, used for advertising, promoting or other commercial purposes without the written consent of The Seven Network.
- 4.4 The prize cannot be altered in any way, is not transferable and cannot be redeemed for cash.



- 4.4 In participating in the prizes, the winners (and travelling companion if applicable) 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.
- 4.5 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.
- 4.6 Winners should seek independent financial advice about any tax implications that may arise from the prize winning.
- 4.7 It is a condition of accepting the prize that the winner(s) (and any companions) may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
- 4.8 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 one (1) winner 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 draw. The major prize draw will take place at Ansible Pty Ltd, Level 1, 16 Anster Street, Adelaide SA 5000 on Wednesday 31 January 2018 at 2.00pm (AEDT).
- 5.2 The Winner will be notified by email or by phone by Friday 2 February 2018.
- 5.3 If required, an unclaimed prize draw will be held on **Thursday 26 April 2018 at 10.00am** (AEST) at Ansible Pty Ltd, Level 1, 16 Anster Street, Adelaide SA 5000. The Winner will be notified by email or by phone by **Friday 27 April 2018**.
- 5.4 The Promoter’s decision is final and the Promoter will not enter into correspondence regarding the result.
- 5.5 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

- 6.1 The Seven Network (Operations) Ltd & affiliates, Ansible Pty Ltd, Budgy Smuggler Pty Ltd and their associated agencies and companies associated with this promotion, will take no responsibility for prizes damaged or lost in transit, or late, lost or misdirected mail.
- 6.2 If for any reason this promotion is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other 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 its sole discretion to disqualify any individual who tampers with the entry process, subject to state legislation.
- 6.3 In the case of the intervention of any outside agent or event which naturally changes the result or prevents or hinders it’s determination, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strikes; the Promoter may in its absolute discretion cancel the event and recommence it from the start on the same conditions, subject to state legislation.
- 6.4 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 and cash will not be awarded in lieu of that element of the Prize.
- 6.5 The Seven Network (Operations) Ltd & affiliates, Ansible Pty Ltd, Budgy Smuggler Pty Ltd and their associated employees, agencies and companies associated with this promotion will not be liable for any misadventure,



accident, injury, loss or claim, damages, costs and expenses suffered, sustained or incurred (including but not limited to indirect or consequential) as a result of, or arising out of, or in any way connected with this promotion and/or its prizes that may occur:

- a) during the draw;
- b) in the participation in any prize;
- c) as a consequence of late, lost or misdirected mail;
- d) 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;
- e) due to circumstances outside the promoter's reasonable control.

6.6 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, subject to State legislation.

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 Budgy Smuggler Pty Ltd (ABN 59 131 294 534) of 7/7a Wentworth Street, Manly, NSW 2095.

7.3 Entry details remain the property of the Promoter. Ansible Pty Ltd on behalf of 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

7.4 ACT Permit Number TP 17/02630, NSW permit number LTPM/17/02644.