

"Universal Pictures - Mrs. Brown's Boys" Competition

Terms and Conditions

By entering the "Universal Pictures - Mrs. Brown's Boys" 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 who are 18 years and over.
- 2.2 Directors, management, employees and their immediate families of Yahoo!7 Pty Limited (the "**Promoter**"), Universal Pictures International Australasia (the "**Sponsor**") and their associated agencies and companies are not eligible to enter.

3. HOW TO ENTER

- 3.1 The Competition commences on Friday, 6 June, at 09:00 (AEST) and concludes on Monday, 16 June at 17:00 (AEST) (the "**Competition Period**").
- 3.2 In order to enter, users must log-on to https://au.movies.yahoo.com/competitions/mrsbrownsboys/ and register their name, address (including postcode), daytime telephone number and email address, and answer the following question in 25 words or less:

"Why are you Mrs Brown's biggest fan?"

- 3.3 The entry must be:
 - a) the original, independent creation of the entrant that has not previously been published in any form in any country in the world; and
 - b) free from any claims, including copyright or trademark claims by other parties.
- 3.4 Entries that are found to have been derived from another person's work in any country in the world will be considered invalid and, if awarded a prize, that prize must be returned to the Promoter. The Winner may be required to sign a statutory declaration regarding the originality of the entry. The Promoter reserves the right to disqualify any entry it believes breaches any of these conditions.
- 3.5 Entrants in the Competition may enter as many times as they like, however, only one (1) entry per person per day will be accepted.
- 3.6 The time of entry will be the time at which the completed online entry form is received by the Competition's online database. Entrants will be presented with a confirmation page once the completed email entry is submitted by the entrant. Entries received outside of the Competition Period will be deemed invalid and ineligible to enter the Competition.

- 3.7 Entry details and any intellectual property subsisting in the entries become and remain the property of the Promoter and will not be returned to the entrant.
- 3.8 The Promoter reserves the right in its sole discretion to reject bulk entries which it considers to have been generated using software to generate multiple entries.

4. <u>PRIZES</u>

- 4.1 There will be one (1) winner (the "**Winner**").
- 4.2 The prize (the "**Prize**") consists of:

PRIZE	DESCRIPTION	RRP (GST incl)
1 x Prize	A trip for two (2) people to Dublin, Ireland, consisting of:	
	• Return economy flights for two (2) people between the Winner's closest Australian state capital city to Dublin, Ireland.	\$AUD 6,000.00
	 No open tickets or stop overs are permitted. Winner and travel companion must travel on the same flights 	
	 The Prize companion must be at least 18 years of age 	
	 Return private car transfers between airport and hotel in Dublin 	\$AUD 250.00
	• Four (4) nights twin share standard accommodation for the Winner and their travel companion in a minimum 4 star hotel, centrally located in Dublin.	\$AUD 2,600.00
	• Tickets for the Winner and their travelling companion to the world premiere of <i>Mrs. Brown's Boys Movie</i> on Wednesday, 25 June 2014	Money can't buy prize
	 Winner management by Performance Entertainment 	\$AUD 1,250.00
	The entire prize must be redeemed between June 21 st 2014 and June 29 th 2014, unless the dates are changed by the Promoter.	
	Total Prize value:	\$AUD10,100.00

Total Prize value is A MAXIMUM OF \$AUD 10,100.00 (including GST) plus 'money can't buy' component. Prize values are based upon the recommended retail prices and are correct as of Friday, 30 May 2014. The Prize value may vary depending on point of departure and dates of travel. The Promoter accepts no responsibility for any change in Prize value between now and the ultimate travel date.

- 4.3 Unless expressly stated in these Terms and Conditions all other expenses associated with redeeming the Prizes become the responsibility of the Winners. The Winner (and their travelling companion) are responsible for all expenses other than that specified, including but not limited to spending money, transfers, meals, drinks, incidentals, mini-bar, laundry, room service, telephone calls, activities, insurance, taxes (including departure taxes), energy surcharges, gratuities, services charges, passports, travel insurance, excess baggage and all other ancillary costs. Travel insurance is the responsibility of the Winner and their travelling companion. The Promoter and the Sponsor are not liable for any costs incurred if the Winner or their travelling companion travel without insurance. A credit card imprint or cash deposit may be required from the Winners at check-in to the hotel, for all incidental charges.
- 4.4 The Winner and their travelling companion must each hold a valid passport with at least 6 months validity in order to redeem the Major Prize. Obtaining all travel documents such as passports, visas etc that are required for travel to destinations forming part of the Prize is the responsibility of the Winner and their travelling companion.
- 4.5 Flights leave from the Winner's nearest capital city. The Winner and their travelling companion must travel on the same flight. Travel arrangements to and from the Winner's nearest capital city airport (Sydney, Melbourne, Brisbane, Adelaide and Perth) do not form part of the prize and are the responsibility of the Winner. If the Winner is from Tasmania, ACT or Northern Territory, connecting flights from the capital cities in these states to the nearest flight departure capital city will be included in the prize package for the Winner and travelling companion where required.
- 4.6 The Prizes are only valid for travel between June 21st 2014 and June 29th 2014 unless dates are changed by the Promoter. The Prize is valid until June 29th 2014. Flights and accommodation are subject to availability at the time of booking, are non-transferable and cannot be exchanged for other destinations. Embargo restrictions apply during certain periods.
- 4.7 The Winner and their travelling companion must be able to travel within the travel period specified in clause 4.6.
- 4.8 The accommodation type offered for each Prize is specified in clause 4.2 and must be taken in consecutive nights' stay. Where the accommodation type has not been specified, it will be provided as a twin share standard room.
- 4.9 In participating in the Prize, the Winner (and their travelling companion) 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 Winner (and their travelling companion) agree to grant the Promoter a perpetual and non-exclusive licence (including the right to sub-licence) to use their name and such footage and photographs in all media worldwide and the

Winner (and their travelling companion) will not be entitled to any fee for such use.

- 4.10 The Winner agrees they will not, and will ensure that their travelling companion does not, sell or otherwise provide their story and/or photographs to any media or other organisation.
- 4.11 Prizes are not transferable and cannot be redeemed for cash. The Winner should seek independent financial advice about any tax implications that may arise from the Prize winnings.
- 4.12 The Sponsor is solely responsible for the fulfilment of the Prize.
- 4.13 In the event that a part of a Prize is no longer available, subject to regulations, the Promoter reserves the right to substitute prizes in its discretion to the same and equal recommended retail value.

5. <u>HOW TO WIN</u>

- 5.1 All entries completed and submitted in accordance these Terms and Conditions will be judged at the Promoter's office at Yahoo!7, Levels 2&3 Pier 8/9 23 Hickson Road Millers Point, NSW 2000 on Tuesday, 17 June 2014 at 12:00. One (1) Winner will be selected by a panel of judges appointed by the Promoter. The Winner will be the entrant whose entry fulfils the entry criteria and whose answer is judged to be the most creative and original from all entries received. This is a game of skill. There is no element of chance in the judging of the Competition or determination of the Winner.
- 5.2 The Winner will be notified by a phone call at the conclusion of the judging, and an email advising the Winner of their prize will also be sent using the contact details provided in their entry.
- 5.3 The judges' decision (including any decisions as to prize distribution) is final and the Promoter will not enter into correspondence regarding the result.
- 5.4 The Promoter reserves the right to request that the Winner provide proof of age and/or identity prior to awarding Prize. Identification considered suitable for the verification is at the sole discretion of the Promoter.
- 5.5 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 in its absolute discretion.
- 5.6 If the Promoter is unable to contact a Winner within two (2) days of the date of judging the Competition, that Winner will forfeit the relevant Prize in its entirety and the Prize shall be awarded to the next runner up in the Competition. The Promoter will not be liable for a Winner who does not respond to the Promoter's email or telephone contact attempts and therefore forfeits their Prize and no correspondence will be entered into.
- 5.7 It is a condition of accepting a Prize that the Winner must comply with all the conditions of use of the Prize and the Prize supplier's requirements. To the extent of any inconsistency with these Terms and Conditions, the terms and conditions of the prize supplier prevail.
- 5.8 The Promoter reserves the right to rejudge the Competition in the event that an entrant, who was initially deemed to be the Winner, is unable to satisfy any of these Terms and Conditions.

6. <u>NO LIABILITY</u>

- 6.1 Any costs associated with entering this Competition or claiming Prizes (such as internet service charges) are the responsibility of the entrant.
- 6.2 Subject to any restrictions in law and subject to clause 6.4, the liability of the Promoter however arising, whether by breach of any condition or warranty implied by statute or of this agreement or of any duty of tort (including negligence) is limited to the total value of the relevant Prize.
- 6.3 The Promoter, the Sponsor and their associated agencies and companies will take no responsibility for prizes damaged or lost in transit, or late, lost or misdirected mail.
- 6.4 The Promoter, the Sponsor 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 suffered or brought by an entrant:
 - a) during the judging;
 - b) whilst undertaking any travel won on or connected with their entry into the Competition;
 - c) as a consequence of the Winner and/or their travelling companion failing to be checked in for their flights, or failing to arrive at the airport, at a time specified by the relevant airline carrier and/or missing any of their flight;
 - d) in their participation in this Competition or in any Prize;
 - e) as a consequence of late, lost or misdirected mail;
 - f) as a result of failure to comply with any of these terms and conditions; or
 - g) due to the publication of any material, including any statements made by any staff member, journalist, other entrants or any other person.
- 6.5 The Promoter and its affiliates accept no responsibility for any problems or technical malfunction of any communication network or for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft or destruction or unauthorised 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 being conducted as planned, including, but not limited, due to tampering, unauthorised intervention, fraud, technical failures or for any other reason which may 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 or to cancel, terminate, modify or suspend the Competition, subject to state legislation.
- 6.7 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 the Competition and recommence it from the start on the same conditions.

6.8 The Promoter encourages responsible drinking. Legal aged consumers are advised to consider the safe drinking levels recommended in the National Health and Medical Research Council Australian Alcohol Guidelines that are available at www.nhmrc.gov.au/your-health/alcohol-guidelines.

7. **PROMOTER'S DETAILS**

- 7.1 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.
- 7.2 The Sponsor is Universal Pictures International Australasia (ABN 44 122 951 099) of 3 Munn Reserve, Millers Point, Sydney NSW 2000.

7.3 COLLECTION NOTICE:

By entering this Competition, you agree to the Promoter collecting, using and disclosing your personal information for the purpose of conducting and promoting this Competition, in accordance with Yahoo!7's Privacy Policy which is available at https://info.yahoo.com/privacy/au/yahoo/ which you acknowledge you have read and agree to. This privacy policy contains important information regarding how the Promoter handles your personal information, including how you can access and/or correct your personal information, or make a complaint about the handing of your personal information. Additionally, by ticking the relevant opt-in box/es, (a) you agree to the Promoter and its trusted partners using your personal information to help the Promoter communicate with you about offers from the Promoter and its marketing partners (which offers you may opt-out of receiving), and you agree to the Promoter disclosing your information to such partners in connection with such purposes and/or (b) you agree to the Promoter sharing your personal information with the Sponsor and you acknowledge that the Sponsor will be solely responsible for its use of such information.