



"Hercules" Competition

Terms and Conditions

By entering the "Hercules" 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. If the Major Prize Winner is under the age of 18, he/she must be accompanied by an adult over the age of 18 when taking the Major Prize. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this Competition.

2.2 Directors, management, employees and their immediate families of Yahoo!7 Pty Limited (ABN 60 089 187 100) of Level 2, Pier 8&9, 23 Hickson Road, Millers Point, NSW 2000 (the "**Promoter**"), Paramount Pictures Australia Pty. (ABN 85 008 573 171) of 208 Clarence Street Sydney NSW 2000 Australia (the "**Sponsor**"), their associated agencies and companies, and any agencies associated with this Competition are not eligible to enter.

3. HOW TO ENTER

3.1 The Competition commences on Friday, 11 July 2014 at 10:00 (AEST) and concludes on Friday, 25 July 2014 at 17:00 (AEST) (the "**Competition Period**").

3.2 In order to enter, users must log-on to www.yahoo7.com.au/hercules and register their name, address (including postcode), daytime telephone number and email address, and answer the following question in 25 words or less:

"Why is Dwayne Johnson the ultimate HERCULES?"

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 (or his/her parent or legal guardian, if the Winner is under the age of 18) 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 Terms and Conditions.

3.5 Entrants agree that they are fully responsible for any materials they submit via the Competition including but not limited to comments, recordings and images ("**Content**"). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:

- (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
- (b) their Content shall not contain viruses or cause injury or harm to any person or entity;
- (c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
- (d) the Content is the original literary work of the entrant that does not infringe the rights of any third party;
- (e) they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant that they have the full authority to grant these rights; and
- (f) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.

- 3.6 As a condition of entering this Competition, each entrant agrees to assign all of their rights, title and interest (including copyright) in and to their entry (which shall include Content) to the Promoter, and to execute any documents to confirm such assignment. Entries will not be returned to any entrant.
- 3.7 Entrants in the Competition may enter as many times as they like, however, only one (1) entry per person per day will be accepted. Incomplete or indecipherable entries will be deemed invalid.
- 3.8 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.
- 3.9 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.
- 3.10 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. PRIZES

- 4.1 There will be one (1) major winner ("**Major Prize Winner**") and 65 minor prize winners ("**Minor Prize Winners**"), collectively referred to as "**Winners**".
- 4.2 The prizes to be awarded in this Competition (the "**Prizes**") consist of:

PRIZE	DESCRIPTION	RRP
1 x Major Prize	<p>CHASE DOWN THE MYTH IN GREECE!</p> <p>Feel the power of the legend of Hercules and be transported back to the Greco-Roman world on this unforgettable adventure to his home city of Athens and to the site of his seventh labour in Crete.</p> <p>The "Major Prize" includes:</p> <ul style="list-style-type: none"> • Return economy class flights for two (2) people from either Sydney, Melbourne, Brisbane, Adelaide or Perth (whichever capital city airport is closest to the Major Prize Winner's Australian place of residency) to Athens, Greece, with airline to be confirmed at time of booking <ul style="list-style-type: none"> ○ Flights may be indirect 	Up AU\$8,720

	<ul style="list-style-type: none"> ○ No open tickets or stop-overs are permitted. Major Prize Winner and travel companion must travel on the same flights ○ No excess luggage included, luggage must be within the baggage guidelines of the airline ○ Prize excludes travel between the Major Prize Winner's home & departure airport ○ All flights do not include reserved seats or meals unless otherwise specified. • Private return transfers from airport to accommodation in Athens, Greece to hotel • Two (2) nights accommodation package in a double or twin room for the Major Prize Winner and their travel companion at the 5 star Semiramis Hotel, Athens, including breakfast for two (2) people daily. Accommodation is based on 2 people sharing a double or twin room. • Return economy class internal flights for two (2) people from Athens, Greece to Heraklion, Crete with airline to be confirmed upon booking <ul style="list-style-type: none"> ○ Flights may be indirect ○ No open tickets or stop-overs are permitted. Major Prize Winner and travel companion must travel on the same flights ○ No excess luggage included, luggage must be within the baggage guidelines of the airline ○ All flights do not include reserved seats or meals unless otherwise specified. • Private return transfers from airport to accommodation in Crete, Greece • Three (3) nights accommodation package in a superior bungalow room for the Major Prize Winner and their travel companion at the 5 star Blue Palace Hotel, Eloundra, Crete, including: <ul style="list-style-type: none"> ○ Breakfast buffet ○ Private balcony with sea views • Excursion to Palace of Knossos famous for its Minoan history and location of Hercules' 7th labour, including: <ul style="list-style-type: none"> ○ Private tour for two (2) people, where the guide will explain the myths surrounding the palace ○ Listen to the tales of Hercules' 7th labour with the infamous Minotaur & the labyrinth ○ Visit the island's capital, Heraklion and enjoy free time to explore the harbour walls and local markets ○ Private English-speaking driver-guide ○ Hotel pick-up & drop off • Spending money (AU\$600) 	<p>AU\$280</p> <p>AU\$750</p> <p>AU\$920</p> <p>AU\$415</p> <p>AU\$2520</p> <p>AU\$425</p> <p>AU\$600</p>
	<p>Total Major Prize value</p>	<p>Up to AU\$14,630, <i>depending on</i> <i>date/point of</i> <i>departure</i> <i>(incl GST)</i></p>

65 x Minor Prizes	<p>The "Minor Prize" includes:</p> <ul style="list-style-type: none"> • A double movie pass to Hercules <ul style="list-style-type: none"> ○ Not valid Tuesday, Saturday after 5pm or public holidays. ○ Not valid for Gold Class or Vmax at EVENT Cinemas. Not valid for Gold Class or Vmax at Greater Union. Birch Carroll & Coyle or Village Cinemas. Hoyts IMAX Cinemas. Directors Suite, La Premiere, Bean Bag Cinema, Xtremescreen. Reading Gold Lounge, Reading Titan XC, Cinema Europa. United Cinemas Avalon and Collaroy, Roseville Cinemas. 3D Glasses not included. ○ Ticket must be taken as offered and is not exchangeable, transferable or redeemable for cash ○ Any ancillary costs associated with redeeming the double movie pass are not included. Redemption of the double movie pass is subject to any terms and conditions of the issuer including those specified on the double movie pass. • Fitness Kit inclusive of; <ul style="list-style-type: none"> ○ Dumbbells ○ Handgrips ○ Jump rope ○ Water bottle ○ Packaged in a drawstring bag 	<p><i>65 x AU\$41 each</i> <i>(Total AU\$2665)</i></p> <p><i>65 x AU\$35 each</i> <i>(Total AU\$2,275)</i></p>
	Total Minor Prize Pool value	AU\$4,940 (incl GST)
	Total Prize Pool value	AU\$19,570 (incl GST)

Total Prize value is UP TO AU\$19,570 (including GST). Prize values are based upon the recommended retail prices and are correct as of Tuesday, 24 June 2014. The Major Prize value may vary depending on point of departure and dates of travel. The Promoter accepts no responsibility for any change in Major 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. Major Prize is subject to the standard terms and conditions of individual Prize and service providers. The Major Prize Winner (and their travelling companion) are responsible for all expenses other than that specified, including but not limited to additional spending money, additional transfers, additional meals, transport to and from the departure point, incidentals, mini-bar, laundry, room service/in-room charges, telephone calls, activities, insurance, taxes (including departure taxes), energy surcharges, gratuities, services charges, passports, visas, travel insurance, items of a personal nature, excess baggage and all other ancillary costs. Travel insurance is the responsibility of the Major Prize Winner and their travelling companion. The Promoter and the Sponsor are not liable for any costs incurred if the Major Prize Winner or their travelling companion travels without insurance. A credit/debit card imprint or cash deposit may be required from the Major Prize Winner at check-in to the hotel, for all incidental charges.

4.4 The Major Prize 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 Major Prize is the responsibility of the Major Prize Winner and their travelling companion. Winners will be required to sign & complete a winner information & Prize acceptance form & to submit copies of their passports (if Winner is under the age of 18, nominated parent/legal guardian of the Winner will be required to complete any such

- required forms). Major Prize Winner's requested departure date must have a minimum of 90 days advance notice of travel after completion of their winner form unless stated otherwise.
- 4.5 The Major Prize Winner and their travelling companion must travel on the same flight. Travel arrangements to and from the Major Prize Winner's nearest capital city airport of either Sydney, Melbourne, Brisbane, Adelaide or Perth do not form part of the Major Prize and are the responsibility of the Major Prize Winner.
 - 4.6 The Major Prize is only valid for travel between the following periods (unless changed by the Promoter): Monday, 1 September 2014 to Friday, 31 October 2014 OR Wednesday, 1 April 2015 to Wednesday, 30 September 2015, and is subject to booking and flight availability. Major Prize must be taken completely before 30th September 2015. Specified accommodation, restaurants & tours are available between the months of April to October only and are subject to availability at time of booking. Major Prize cannot be taken over school holidays, award ceremonies or public holidays in the country of departure or the destination country unless stated otherwise. Flights and accommodation are subject to availability at the time of booking, are non-transferable and cannot be exchanged for other destinations. During the entire duration of the Major Prize, a nominated parent/guardian must accompany any person under 18 years of age. Embargo restrictions apply during certain periods. No amendments or cancellations will be allowed and any unused land stay or transportation will be forfeited. Winners should allow up to 30 days for their Prize to be confirmed. All Prizes including flights are non-changeable, non-refundable & non-transferable. Activity, flight and accommodation vouchers may not be sent to Major Prize Winner until 7 days prior to travel. The Major Prize Winner (and his/her travel companion) must depart from and return to the same departure point and travel together. Major Prize Itinerary to be determined by the Promoter in its absolute discretion. Frequent flyer points will not form part of the Major Prize, unless otherwise specified by the Promoter.
 - 4.7 For all tours and accommodation- individual supplier terms & conditions apply. All taxes (including without limitation national & local taxes) in connection with any Prize & the reporting consequence thereof, are the sole responsibility of the Winner.
 - 4.8 The Major Prize Winner and their travelling companion must be able to travel within the travel period specified in clause 4.6.
 - 4.9 The accommodation type offered for the Major 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.
 - 4.10 In taking a Prize, the Winners (and the Major Prize Winner's 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 Winners (and the Major Prize Winner's 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 Winners (and the Major Prize Winner's travelling companion) will not be entitled to any fee for such use. Winners must have access to a personal email account.
 - 4.11 The Major Prize 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.
 - 4.12 Prizes, or any unused portion of a Prize are not transferable or exchangeable and cannot be redeemed for cash. Winners should seek independent financial advice about any tax implications that may arise from the Prize winnings.
 - 4.13 The Sponsor is solely responsible for the fulfilment of the Prize.

- 4.14 In the event that a Prize or part of a Prize is no longer available, the Promoter reserves the right to substitute the Prize (or that part of the Prize) with prize/s in its discretion to the same and equal recommended retail value.

5. HOW TO WIN

- 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 Friday, 25 July 2014 commencing at 17:20 (AEST). The best (one (1)) valid entry will win the Major Prize (defined in the table above). The next best sixty-five (65) valid entries will each be awarded a Minor Prize (defined in the table above). Each entry will be individually judged based on the creativity and originality of the answer provided to the promotional question. This is a game of skill. There is no element of chance in the judging of the Competition or determination of the Winners. The judges may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant.
- 5.2 The Winners will be notified by a phone call at the conclusion of the judging, and an email advising the Winners of their Prize will also be sent using the contact details provided in their entry.
- 5.3 The judges' and Promoter's 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, 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 Competition. The Promoter reserves the right to request that the Winners provide proof of age and/or identity prior to awarding a Prize. Identification considered suitable for the verification is at the sole discretion of the Promoter. 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.
- 5.5 It is a condition of accepting a Prize that each Winner (and his/her travel companion in the case of the Major Prize) may be required to sign a legal release in a form determined by the Promoter in its absolute discretion. In the event a Winner (or the Major Prize Winner's travel companion) is under the age of 18, a parent/legal guardian of such person will be required to sign the legal release on his/her behalf.
- 5.6 If the Promoter is unable to contact a Winner within one (1) month 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. NO LIABILITY

- 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 (to the extent permitted under law) for any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim suffered or brought by an entrant:
- a) out of any technical difficulties or equipment malfunction (whether or not under the Promoter's control) or theft, unauthorised access or third party interference;
 - b) during the judging;
 - c) whilst undertaking any travel won on or connected with their entry into the Competition;
 - d) as a consequence of the Major Prize 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 flights;
 - e) in their participation in this Competition or in their participation in or taking of and/or use any Prize;
 - f) as a consequence of 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;
 - g) due to any variation in Prize value to that stated in these Terms and Conditions;
 - h) any tax liability incurred by a Winner or entrant;
 - i) as a result of failure to comply with any of these Terms and Conditions; or
 - j) 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 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.

- 6.9 If for any reason a Winner does not take/redeem a Prize (or an element of a Prize) at or by the time stipulated by the Promoter, then the Prize (or that element of the Prize) will be forfeited and will not be redeemable for cash.
- 6.10 Subject to the terms and conditions of the participating Major Prize provider(s), if for any reason the Major Prize winner does not, once the Prize has been booked, take the Major Prize (or an element of the Major Prize) at the time stipulated, then the Major Prize (or that element of the Major Prize) will be forfeited and will not be redeemable for cash.
- 6.11 In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the Competition, or suspend or modify a Prize.

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 Paramount Pictures Australia Pty. (ABN 85 008 573 171) of 208 Clarence Street Sydney NSW 2000 Australia.

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. [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.](#)