

## **Terms and Conditions**

### **Win the Ultimate X Factor Experience**

#### **General**

1. Information on how to enter and prizes form part of the Terms and Conditions. Entry into this competition deems acceptance of these Terms and Conditions.
2. To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.

#### **Who can enter**

3. Entry is open to residents of Australia except employees and immediate families of the Promoter, associated companies and agencies and participating outlets. Immediate family means any of the following: spouse, ex-spouse, defacto spouse, child or step child (whether natural or by adoption), parent, step parent, grandparent, step grandparent, uncle, aunt, niece, nephew, brother, sister, step brother, step sister or 1st cousin. The Promoter is Pacific Magazines Pty Ltd, 8 Central Ave, Eveleigh NSW 2015 (ABN 16 097 410 896).
4. Entrants into this competition must be 18 years of age or older as at the date of entry.

#### **How to enter**

5. Entrants may enter the competition by purchasing a copy of WHO magazine, with any cover date 18/08/14, 25/08/14, 01/09/14 and/or 08/09/14; and/or New Idea magazine, with any cover date 18/08/14, 25/08/14, 01/09/14 and/or 08/09/14; and/or FAMOUS magazine with any cover date 18/08/14, 25/08/14, 01/09/14 and/or 08/09/14; and/or that's life! magazine with any cover date 14/08/14, 21/08/14, 28/08/14 and/or 04/09/14, and obtaining the CODEWORD (codeword will change in each magazine in each issue);

AND, watching an original episode/s of X Factor Australia between 10/08/14 and 02/09/14 and obtaining the CODEWORD (codeword will change with each episode);

- then submitting their original entry, including both CODEWORDS, at [yahoo.com.au/xfactorexperience](http://yahoo.com.au/xfactorexperience)
6. Entries must include all requested contact details to be eligible to win. Entrants may only enter in their own name. Inaudible, incomprehensible, illegible, and incomplete entries will be deemed invalid. All entries become the property of the Promoter and cannot be returned.

#### **Number of Entries permitted**

7. All entrants may enter as many times as they like but only one prize will be awarded per person (except residents of SA who may win more than one prize), however minor prize winners will also have a chance at winning the major prize.
8. One entry per Eligible Magazine Purchase. All entrants must retain their original receipts, documents or tags to validate proof of purchase during the promotional period. Such evidence must, on request by the Promoter, be provided to the reasonable satisfaction of the Promoter, which demonstrates that the winner is an eligible entrant and has complied with these Terms and Conditions. Entrants with multiple entries must retain proof of magazine purchase for each entry. Any entrant found to be sharing any receipt or other proof to demonstrate Proof of Purchase with any other entrant, whether or not related in any way, will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any awarded prize back to the Promoter. In the event that a winner cannot provide receipts, documents or tags to validate proof of purchase the Promoter will replace the winner with another drawn entrant. If the Promoter is unable to replace a winner, who cannot provide receipts, documents or tags to validate proof of purchase, the Promoter will conduct a further draw immediately. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.
9. Where the prize involves driving, travel or an event, winners and any companions under the age of 18 must be accompanied by their legal parent or guardian at all times.

#### **Open, Close, Draw and Publish dates**

10. The competition commences 07/08/14 at 00:01 AEST and closes 17/09/14 at 23:59 AEST. There are Four rounds of runner up/minor draws and One major draw. Round One closes 17/08/14 at 23:59 AEST. Round Two closes 24/08/14 at 23:59 AEST. Round Three closes 31/08/14 23:59 AEST. Round Four closes 10/09/14 at 23:59 AEST. The major prize round closes 17/09/14 at 23:59 AEST. Entries must be received by the Promoter prior to the competition close date and time.

11. The Runner-up winners and minor prize winners will be the first valid entries computerised and randomly drawn at the premises of Mnet Mobile Pty Ltd Level 1, 16 Anster Street, Adelaide SA 5000 at 11:00 AEST on the following dates:

<b>Round One 18/08/14</b>	<b>Round Two 25/08/14</b>	<b>Round Three 01/09/14</b>	<b>Round Four 11/09/14</b>
1 Runner-up winner	1 Runner-up winner	1 Runner-up winner	1 Runner-up winner
Twenty-two (22) minor prize winners	Fourteen (14) minor prize winners	Fourteen (14) minor prize winners	Twenty (20) minor prize winners

12. The major winner will be the first valid entry computerised randomly drawn at the premises of MNET Group Ltd Level 1, 16 Anster Street, Adelaide SA 5000 on 18/09/14 at 11:00 AEST.  
The Promoter will ensure that all entries have an equal chance of winning the major prize.
13. The winners will be notified by mail within 2 days and names of winners of prizes over \$250 in value will be published in New Idea magazine, on sale 15/09/14 (rounds 1 and 2) on sale 29/09/14 (rounds 3, 4 and major prize winner).
14. Prizes will be sent within 28 days.
15. The Promoter may conduct unclaimed draws for the major prize and runner up prizes on 30/09/14 at the same time and place as the original draw in order to distribute any prizes unclaimed by this date, subject to State and Territory legislation.
16. The Promoter may conduct unclaimed draws for the minor prizes on 22/12/14 at the same time and place as the original draw in order to distribute any prizes unclaimed by this date, subject to State and Territory legislation.
17. Winners of any further draws will be notified by mail within 2 days and their names will be published in New Idea magazine on 20/10/14.

**Prizes on offer**

18. Total prize value is up to \$23,325.00 (including GST), as at 15/07/14.

One (1) major winner will receive:

- 1 x Double Pass to the X Factor Australia Grand Final including VIP experience
  - return economy class flights for two people from your closest capital city to Sydney\*
  - 1 night accommodation twin share (4 stars and up) and transfers to X Factor Australia Live Shows in Sydney
  - transfers to and from the airport
  - transfers to X Factor Australia Live Shows in Sydney
- Valued at up to \$2,000

AND

- 1 x Double Pass to an X Factor Italy Live Show including backstage experience
  - return economy class from your closest capital city to Milan- Italy
  - 5 nights' accommodation in Milan twin share (4 stars and up)
  - transfers to and from the airport
  - transfers to and from the event
  - \$1000 spending money
- Valued at up to \$10,000

Four (4) runner up winners will be drawn (one (1) runner up winner each round) and will receive:

- 1 x Double Pass to an X Factor Australia Live Show including backstage experience
  - return economy class flights for two people from your closest capital city to Sydney\*
  - 1 night accommodation twin share (4 stars and up)
  - transfers to and from the airport
  - transfers to X Factor Australia Live Shows in Sydney
- Valued at up to \$2000 each

\*flights are not included if the winner resides in NSW.

There will be Seventy-five (70) minor prize winners in total:

The first Thirty five (35) minor winners will receive:

- 35 x \$50 iTunes gift cards

The following Thirty five (35) minor winners will receive:

- 35 x Sony CD Prize Packs valued at up \$45 each

19. The travel component of the runner up prizes must be taken between 19/08/14 – 30/10/14 and The X Factor 2014 LIVE Show ticket availability is at the discretion of the Promoter. Runner up winners must also confirm their prize with the Promoter within seven (7) days of the relevant draw otherwise, a redraw will occur on the eighth day. In the event a winner does not take the prize by the time stipulated, then the entire prize will be forfeited by the winner and cash will not be awarded in lieu of the prize.
20. The X-Factor Italy portion of the major prize must be taken between 20/10/14 – 20/12/14. The X-Factor Australia portion of the major prize must be taken between 19/09/14-30/10/14. In the event a winner does not take the prize by the times stipulated, then the entire prize will be forfeited by the winner and cash will not be awarded in lieu of the prize.
21. Where the prize involves driving, travel or an event, winners and any companions under the age of 18 must be accompanied by their legal parent or guardian over the age of 18 at all times.
22. Flight portion of the prizes are not available to the winner if they reside in the same state of the prize event.
23. Unless expressly stated in these Terms and Conditions all other expenses are the responsibility of the winners (and their companions) including but not limited to current passports, visas, meals, spending money, transport to and from departure and arrival points, transfers, drinks, incidentals, mini-bar, laundry, room service, telephone calls, activities, gratuities, services charges, travel insurance, pre and post accommodation, optional activities or excursions and all other ancillary costs. A credit card imprint or cash deposit may be required from the winner at check-in to the hotel, for all incidental charges. Holidays are subject to flight and booking availabilities. Travel insurance is not included in the prize but is highly recommended.
24. By entering this competition, and by collecting a prize, the winner acknowledges and accepts that driving, travel and any other activities comprising the prize, are inherently dangerous and may result in death, injury, incapacity, damage to property or other losses. The Promoter is not responsible for any acts of god, such as adverse weather conditions or industrial action or civil commotion that may occur whilst the winner is travelling. It is the responsibility of the prize-winner to enquire about local issues and conditions at destinations prior to travel. The Promoter does not guarantee that the winner will enjoy the travel prize or be suited to the type of travel prize that is offered.
25. Accommodation is twin share standard room. Travel arrangements to and from the winner's home and their nearest capital city airport do not form part of the prize unless expressly stated in these terms & conditions and are the responsibility of the winner and their travelling companions. Eligible Australian capital cities include, Sydney, Melbourne, Brisbane, Adelaide, Darwin, Hobart, Canberra and Perth. The winner must travel on the same flights and itinerary as their travelling companions. The travel prize cannot be used as part payment for another airfare package. Frequent flyer miles cannot be accrued on this prize. Flights and accommodation are subject to availability at the time of booking and cannot be exchanged for other destinations. Travel restrictions & blackout dates apply
26. Embargo restrictions apply during certain periods. Bookings are subject to conditions & availability (including but not limited to capacity limitations and other restrictions).
27. Compliance with any health or other government requirements is the responsibility of the prize winner and their travel companions. All prize travel will be subject to the carrier's General Conditions of Carriage. The Promoter and carrier make no representation as to the safety, conditions or other issues that may exist at any destination. International travel advice can be obtained from various sources, including local government, local consular offices and the web site of the Australian Department of Foreign Affairs and Trade at [www.smarttraveller.gov.au](http://www.smarttraveller.gov.au). Prizes for travel for a particular event or attraction must be taken to coincide with the event or the times and dates during which the attraction is available.
28. The Promoter makes no guarantee that the celebrities, actors and/or production staff associated with the prize will be present during the visit. Even if those people are present, the winner will not necessarily meet with any of them. Travel must be taken to coincide with the timing of the prize, on a date to be determined by the program producers/Promoter. During the visit the winner must abide by, and ensure his or her companions abide by all reasonable requests of the Promoter and program producer. Failure to comply may result in immediate and unconditional removal of the winner from the premises. All entrants agree that if they win the prize, they will not, and their companions will not, sell or otherwise provide their story and/or photographs to any media or other organisation, including the internet. Photographs will be allowed only at the discretion of the program producers and the celebrity.

#### **Further Terms and Conditions**

29. The Promoter (subject to State and Territory Legislation) reserves the right to amend, cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affect the administration security, fairness, integrity or proper conduct of this competition. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition.
30. The Promoter and their associated agencies and companies is not liable or responsible for any problems or technical malfunction of any telephone network or lines, computer on line systems, servers, or providers, computer equipment, software, technical problems of the phone or of any phone network, or any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur during the draw; whilst undertaking any travel won on or connected with their entry into the draw; in the participation in any prize; as a consequence of late, lost or misdirected mail, email SMS or phone call; 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; any injury or damage to entrant's or any other person's computer software or phone; or any combination thereof, related to or resulting from participation or sending or receiving of any communication or of any materials in this competition.

31. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
32. Any entrant found to be using any form of software or third party application to enter multiple times (including scripting software) will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any awarded prize to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.
33. Any entrant found to have used a third party (including online competition entry site) to enter on their behalf will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any awarded prize to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.
34. Any entrant found to be entering incorrect contact details, including incorrect email contact details, will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any awarded to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.
35. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State Regulation. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
36. The Promoter highly recommends a current residential street address be provided when requested for ease of correspondence and potential prize delivery. The Promoter makes all reasonable efforts to deliver prizes to the addresses provided by competition entrants. The Promoter cannot guarantee that any prizes returned to the Promoter due to non-delivery at the provided address will be re-sent to the prize winner.
37. The Promoter reserves the right to request winners to sign a winner's deed of release or any other relevant forms or agreements that the Promoter deems necessary, to provide proof of identity, proof of age, proof of residency at the nominated prize delivery address and/or proof of entry validity (including phone bill) in order to claim a prize. Proof of identification, residency, age and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
38. The Promoter reserves the right to redraw in the event of an entrant, claiming to be a winner, being unable to satisfy these Terms and Conditions.
39. The Promoter's decision in relation to any aspect of the competition is final and binding on each person who enters. No correspondence will be entered into. No responsibility is accepted for late, lost or misdirected entries. Prizes are subject to availability, not transferable or exchangeable and, with the exception of cash prizes, cannot be taken as cash. Prizes will be sent to the winner's nominated address as stated in their original entry. The Promoter and their associated agencies, and companies associated with this promotion will take no responsibility for prizes damaged or lost in transit.

**Copyright, Statutory guarantees, Waiver and liability**

40. All entries and any copyright subsisting in the entries become and remain the property of the Promoter who may publish or cause to be published any of the entries received. Pacific Magazines Pty Ltd (ABN 16 097 410 896) and its related entities ("Pacific"), 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. Pacific will otherwise handle your personal information in accordance with Seven West Media'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, you agree to the terms of the Privacy Policy. Without limiting the foregoing, Pacific 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 Pacific. In addition, by entering this

competition, you consent to Pacific using your personal information for the purpose of Pacific and its related entities sending you information regarding programs, products and services available through them and/or through their business partners, and to Pacific 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.

41. 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 (and their companions) agree to granting the promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide, including online social networking sites, and the winners (and their companions) will not be entitled to any fee for such use.
42. Prize winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of that prize.
43. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
44. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) 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; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or Entrant; or (f) use of a prize.

**Authorised under**

45. **NSW Permit No. LTPS/14/05642. Vic Permit No. 14/4690. ACT Permit No TP 14/02470. SA Licence No. T14/1308.**