



**“A TURTLEY AWESOME TRIP TO NYC” PROMOTION
TERMS AND CONDITIONS**

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents. Entrants must be at least 6 years of age or older at the time travel in order to take the Major Prize, if selected as the Major Prize winner.
3. 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 promotion.
4. 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 (“**Promoter**”), Paramount Pictures Australia Pty. (ABN 85 008 573 171) of Pirrama Road, Pyrmont, NSW 2009 (“**Sponsor**”), and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto 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.
5. Promotion commences on 22/08/2014 and closes at 5:00pm AEST on 04/09/2014 (“**Promotional Period**”).

6. To enter, individuals must complete the following steps during the Promotional Period:
 - a) visit www.yahoo7.com.au/tmnt;
 - b) follow the prompts to the promotion entry page;
 - c) input the requested details (including their full name, a valid email address, telephone number, and residential address);
 - d) provide an answer to the promotional question "*Why would you like to see the new Teenage Mutant Ninja Turtles movie?*" in 25 words or less;
 - e) agree to the Terms and Conditions by ticking the relevant tick box; and
 - f) submit the full completed entry form.
7. Incomplete or indecipherable entries will be deemed invalid.
8. Multiple entries permitted, subject to the following: (a) each entry must be substantially unique; and (b) each entry must be submitted separately and in accordance with entry requirements.
9. 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 promotion. 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.
10. 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.
11. This is a game of skill and chance plays no part in determining the winner. Each entry will be individually judged based on the originality, literary merit and creative merit of the answer provided to the promotional question.

The judges may select additional reserve entries which they determine to be the next best, and record them in order of merit, in case of an invalid entry or ineligible entrant.

12. The winner will be notified by email and telephone.
13. The Promoter's decision is final and no correspondence will be entered into.
14. The best valid entry, as determined by the judges, will win a trip for two (2) people (with at least one (1) person being aged 21 years or over and the other person being at least 6 years or over) to New York City, NY (USA), valued at up to AU\$13,290 depending on point of departure ("**Major Prize**"). The Major Prize includes:
 - Return economy airfares from the winner's nearest Australian capital city to New York City, NY for two (2) people. If the winner's nearest capital city is Adelaide or Hobart, they will receive return economy flights to Melbourne for departure and arrival to New York City, NY. If the winner's nearest capital city is Darwin, they will receive economy return flights to Brisbane for departure and arrival to New York City, NY. If the winner's nearest capital city is Canberra, they will receive economy return flights to Sydney for departure and arrival to New York City, NY. If the winner's nearest capital city is Perth, Melbourne, Sydney or Brisbane, they will depart for New York City, NY directly from that city;
 - Return transfers from the New York City airport to the accommodation for two (2) people;
 - Four (4) nights accommodation in a twin or double room in a minimum 4-star hotel in New York City for two (2) people (exact hotel to be determined by the Promoter in its absolute discretion);
 - Daily hotel continental breakfast for two (2) people (exact menu to be determined by the Promoter in its absolute discretion);
 - A (2) hour private guided tour through the Brooklyn subway system and a graffiti workshop for two (2) people;
 - A one (1) hour private skateboarding lesson for two (2) people (including skateboard, helmet and safety pads). Individuals must be aged at least 6 years or over to participate in this activity;

- A one (1) hour private ninja workshop for two (2) people;
- A one (1) hour private parkour lesson for two (2) people; and
- Return transfers from the accommodation to each activity listed above for two (2) people.

Spending money, meals, taxes (excluding airline and airport taxes), insurance, passports, visas, vaccinations, transport to and from departure point, additional transfers, items of a personal nature, in-room charges and all other ancillary costs are not included. Major Prize must be taken by 31/08/2015 and is subject to booking and flight availability. Subway system tour and graffiti workshop activity cannot be taken between 22/11/2014 – 26/11/2014 or 20/12/2014 – 26/12/2014. The winner must provide 90 days notice of requested travel dates prior to departure. Major Prize cannot be taken during Australian school holidays, public holidays or other peak periods, including but not limited to Christmas, New Year's Eve and New Year's Day & Valentine's Day. All elements of the Major Prize must be taken at the same time. Once booked, the Major Prize cannot be amended or altered. Specified accommodation, restaurants, tours & activities are subject to availability at the time of booking. Alternatives may be offered dependant on availability.

15. The Major Prize winner and his/her companion are responsible for ensuring that they have valid passports, and any requisite visas, vaccinations and travel documentation. The Major Prize winner and his/her companion must depart from and return to the same departure point and travel together. Itinerary of the Major Prize to be determined by the Promoter in agreement with the winner but in the event that agreement can not be reached, the Promoter reserves the right to determine the itinerary. Frequent flyer points will not form part of the Major Prize. Major Prize is subject to the standard terms and conditions of individual prize and service providers. The Major Prize winner or their companion must be aged 21 years or over and may be required to present their credit card at time of accommodation check in.
16. The next one hundred (100) best valid entries, as determined by the judges, will each win an inseason double-pass to Teenage Mutant Ninja Turtles, valued at AU\$40 ("**Runner-Up Prizes**").

17. Inseason double-pass only valid while Teenage Mutant Ninja Turtles is screening at participating cinemas. Inseason double-pass not valid Tuesdays, Saturdays after 5pm, on public holidays, or at Gold Class or Vmax at EVENT Cinemas, Gold Class or Vmax at Greater Union, Birch Carroll & Coyle or Village Cinemas, Hoyts IMAX Cinemas, Directors Suite, La Premiere, Bean Bag Cinema, Hoyts Xtremescreen, Reading Gold Lounge, Reading Titan XC, Cinema Europa, United Cinemas Avalon and Collaroy, or Roseville Cinemas. 3D glasses not included. Any ancillary costs associated with redeeming the inseason double-pass are not included. Any unused balance of the inseason double-pass will not be awarded as cash. Redemption of the inseason double-pass is subject to any terms and conditions of the issuer including those specified on the inseason double-pass.
18. If for any reason a winner does not take a prize (or an element of a prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
19. 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 to the equal value and/or specification.
20. Total prize pool value is up to AU\$17,290.
21. The prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
22. The Major Prize winner and his/her companion acknowledge that the skateboarding lesson, parkour lesson and ninja workshop ("**Activities**") are dangerous activities that may result in injury or death, and participate at their own risk. The winner his/her companion must: (a) attend, undergo and pass any appropriate training, briefings, required medical tests and other requirements of the Promoter and Activity organisers as determined by them in their absolute discretion; (b) not have any heart condition or history thereof, or other medical conditions that would make it dangerous to participate in the Activities; (c) not be under the influence of drugs or

alcohol; (d) comply with all directions of the Promoter and Activity organisers at all times; and (e) wear all safety and other equipment required. The Promoter and Activity organisers, in their absolute discretion, at all times reserve the right to: (a) prevent any winner or his/her companion from participating in any Activity if, at any time, they reasonably believe that the winner or his/her companion poses a safety risk or for any other reason; and/or (b) cancel the Activities if the conditions are deemed dangerous. If the Activity is varied for any reason beyond the control of the Promoter it may not be rescheduled and no compensation will be offered.

23. As a condition of entering this promotion, each entrant licenses and grants the Promoter and Sponsor, their affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry for any purpose, including but not limited to the purposes of uploading and publicly displaying the entries, promoting this promotion, and/or any future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.
24. Entrants consent to the Promoter and Sponsor using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
25. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
26. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.

27. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify **the statutory consumer guarantees as provided under the Competition and Consumer Act, 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 and Sponsor (including their respective officers, employees and agents) exclude 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.
28. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and Sponsor (including their respective officers, employees and agents) are not responsible for and exclude 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 or Sponsor’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 or Sponsor; (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) taking/use of and/or participation in a prize.
29. As a condition of accepting the Major Prize, the winner (and his/her companion) must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form. In the event the Major Prize winner or their companion is under the age of 18, a nominated parent/legal guardian of such person will be required to sign the legal documentation required under this clause on their behalf.
30. By entering this promotion, entrants agree to the Promoter collecting, using and disclosing their personal information for the purpose of

conducting and promoting this promotion, in accordance with Yahoo!7's Privacy Policy which is available at <https://info.yahoo.com/privacy/au/yahoo/> which entrants acknowledge they have read and agree to. This privacy policy contains important information regarding how the Promoter handles entrants personal information, including how entrants can access and/or correct their personal information, or make a complaint about the handling of their personal information. Additionally, by ticking the relevant opt-in box/es, (a) entrants agree to the Promoter and its trusted partners using their personal information to help the Promoter communicate with them about offers from the Promoter and its marketing partners (which offers entrants may opt-out of receiving), and they agree to the Promoter disclosing their information to such partners in connection with such purposes and/or (b) entrants agree to the Promoter sharing their personal information with the Sponsor and they 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.

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