



CHANNEL SEVEN

**Sunday Night “MILEY CYRUS” Competition
Terms and Conditions**

By entering the Sunday Night “MILEY CYRUS” 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.

2.2 Employees and their immediate family members of Seven Network (Operations) Limited "The Promoter", Australian Radio Network Pty Limited (ABN 95 065 986 987) "The Sponsors", their associated agencies and companies are not eligible to enter.

2.3 Persons under 18 are eligible to enter but must be accompanied by a guardian in the event they win.

3. HOW TO ENTER

- 3.1 Viewers must watch Sunday Night on August 31 2014 from 20:00 (AEST) wherein a competition segment will be broadcast within a MILEY CYRUS report to commence the Competition. The competition concludes on Monday September 1 2014 at 23:59 inclusive (AEST) (“the Competition Period”).
- 3.2 If for any reason the MILEY CYRUS report is not broadcast, the Competition will be cancelled or postponed as decided by the Promoter in its absolute discretion.
- 3.3 The Competition segment will invite viewers to enter the Competition via the Sunday Night website (<http://au.tv.yahoo.com/sunday-night/>). To enter the Competition, viewers must register their name, address (including postcode), daytime telephone number (including STD area code) and a valid email address. Entrants will also need to answer, in 25 words or less, the question which appears on the online competition entry page. Prizes will not be delivered to PO Boxes.
- 3.4 All entrants in the Competition can enter once only. For valid entry into the prize draw, entries made via the internet must be received by the Promoter within the Competition Period stipulated in Clause
- 3.5 There is no cost to the entrants to enter the competition other than the costs paid by the entrants to access the promotional website via their internet service provider. Any costs associated with accessing the promotional website is the entrant's responsibility and is dependent on the internet service provider used.
- 3.6 It is the entrant's responsibility to ensure they are available to travel between 17 October 2014 and 19 October 2014 inclusive. If the winner is under the age of 18, the winner must be accompanied by their legal parent or guardian over the age of 18 at all times.
- 3.7 All entrants must submit ONLY their own original answers, designs and works. Any such answers, designs or works cannot be previously published in any forum worldwide. All entries become the property of the Promoter and cannot be returned. Entries that are found to have been derived from the designs of a third party 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. Without limiting the generality, the Promoter reserves the right to take legal action against anyone found to have breached this term. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation are reserved.

4. PRIZES

4.1 There will be one prize winner. The prize winner will receive a double pass to the "KIIS 1065 and Dainty Group iHeartRadio Australia Music Festival" including flights an accommodation plus a meet and greet with Miley Cyrus, described in clause 4.2 below.

4.2 The total prize value is up to \$3566. The prize includes:

- VIP Double pass to the iHeartRadio Australia music festival at Sydney's Allphones Arena on October 18, 2014 (RRP \$1000)
- Return economy flights from the winner's closest Australia capital city to Sydney (Value: up to \$1666). Flights are not included if the winner resides in NSW. The winner and their companion must travel on the same flights.
- Twin share accommodation for two nights plus car transfers for airport-hotel-venue return (Value \$900)
- VIP priority check-in at event
- Money-can't-buy backstage tour and meet and greet with Miley Cyrus at the event

The Promoter accepts no responsibility for change in prize value between now and the ultimate date on which prize is delivered.

4.3 In participating in the competition, 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 agree to grant the Promoter a perpetual and 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.

4.4 The Prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated. Prizes may be transferred to a person of the winner's (unless agreed to by the Promoter) or exchangeable for other goods and services and cannot be redeemed for cash.

- 4.5 In participating in the competition, 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 agree to grant the Promoter a perpetual and 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.
- 4.6 Winners should seek independent financial advice about any tax implications that may arise from their prize winnings.
- 4.7 Full details of prizes can be obtained by telephoning the Seven Network in each state on Sydney 02 9877 7777; Melbourne 03 9697 7777; Adelaide 08 8342 7777; Brisbane 07 3369 7777; Perth 08 9344 0777.
- 4.8 Where a prize is unavailable for any reason, the Promoters may substitute for that prize another item of equal or higher value as determined by the Promoters in its absolute discretion, subject to any conditions of the gaming authorities in each state and territory.
- 4.9 Subject to state government legislation 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. The Promoter may at its discretion provide notice of any changes in the Competition spots aired during the Competition.
- 4.10 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 meals, spending money, transport to and from the event and all other ancillary costs.

5. HOW TO WIN

- 5.1 All entries received will be judged by a panel of judges appointed by the Promoter on Tuesday September 2, 2014 at the Sunday Night offices which are located at Seven Network (Operations) Ltd, Media City, 8 Central Ave Eveleigh NSW 2015 . The winners will be the entrants whose entries are deemed to be the most creative and original entry out of all entries received. The Competition is a game of skill and chance plays no part in determining the winner.
- 5.2 The winner will be notified by phone or email within seven days of judging the entries. Each major winner's first name, surname and state will also be published on the Sunday Night website (<http://au.tv.yahoo.com/sunday-night/>).

5.3 The Promoter's decision is final and the Promoter will not enter into correspondence regarding the result. The Promoter may in its absolute discretion deem entries invalid subsequently to the winners' names being published if it is discovered that the winners did not enter the Competition in accordance with these terms and conditions, or do not otherwise comply with these terms and conditions. In such circumstances, the nominated judge(s) will choose the next entry out of the pool of entries which it believes to be the most creative and original entry out of all entries received.

6. NO LIABILITY

- 6.1 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, subject to government legislation.
- 6.3 Seven Network (Operations) Limited & affiliates, 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 Seven Network (Operations) Limited & affiliates 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 that may occur:
- a) during the Competition;
 - c) in the acceptance, participation or use of the prize;
 - d) as a consequence of late, lost or misdirected mail;
 - e) 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;
 - f) in relation to technical problems or online or network traffic congestion or defect; or
 - g) arising from or related to any problem or technical malfunction of any computer system, telephone network or lines or mobile communications network related to or resulting from participation in this Competition.
- 6.5 Seven Network (Operations) Limited assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of entries, and reserves the right to take any action that may be available, subject to government legislation.
- 6.6 If for any reason this Competition is not capable of running as planned, due to causes including but not limited to tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affects the administration security, fairness, integrity or ordinary conduct of this Competition, the Promoter reserves the right in its sole discretion to take any action that may be available, including the disqualification of any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Competition subject to government legislation.

6.7 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. 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.

7. PROMOTER'S DETAILS

7.1 The Promoter is Seven Network (Operations) Limited (ABN 65 052 845 262) of 8 Central Ave Eveleigh NSW 2015.

7.2 The Sponsor is Australian Radio Network Pty Limited (ABN 95 065 986 987) of 3 Byfield Street, North Ryde, NSW.

7.3 In respect of online entries, Yahoo!7 Pty Ltd, on behalf of Seven Network (Operations) Limited and its related entities is collecting the entrant's personal information on behalf of Seven for the purpose of conducting and promoting this Competition (including for the purpose of identifying and notifying winners and understanding Seven's audiences). Seven will handle the entrant's personal information in accordance with Seven's Privacy Policy which is available on its website at www.sevenwestmedia.com.au (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