



Channel Seven

**Rimmel/The X Factor (Win the X Factor London Experience) – Game of Chance Competition
Terms and Conditions**

By entering the Rimmel/The X-Factor (Win the X Factor London Experience) – Game of Chance 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.
- 1.2 By entering this Competition you release Facebook from any liability arising in connection with the Competition. This Competition is in no way sponsored, endorsed or administered by, or associated with, Facebook. You are providing your information to the Promoter and not to Facebook.

2. WHO CAN ENTER?

- 2.1 Subject to clause 2.2, entry is open to all residents 16 years of age and older in Australia where the Channel Seven signal is received. 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 Employees, Directors and their immediate families of Seven Network (Operations) Limited and Coty Australia and their associated agencies and companies are not eligible to enter.

3. HOW TO ENTER

- 3.1 The Competition commences on **Sunday 28th September 2014 at 09:00 AM (AEST)** and concludes on **Sunday 2nd November 2014 at 17:00 (AEDT)** (“the Competition Period”).
- 3.2 Entrants must watch Channel Seven throughout the Competition Period wherein a Competition spot will air from time to time during commercial airtime. Other forms of print and online media will invite viewers to enter.
- 3.3 The Competition may be entered via:
- The Yahoo!7 competition page, viewers must log onto www.yahoo7.com.au/winwithrimmel; OR
 - The Rimmel Facebook page, viewers must log onto www.facebook.com/rimmellondonau
- 3.4 Entrants must enter all requested details for a chance to win and register, including their full name, year of birth, mobile phone and email contact details and select the tick-box next to one (1) Ultimate 25 Hour experience being either Option 1: ‘Brit Rock’ or Option 2: ‘Brit Pop’.
- 3.5 Only one (1) entry permitted per person.
- 3.6 Entries that have used any form of software or third party application to enter multiple times (including scripting software or computer generated entries) are invalid and will not be accepted. Any cost associated with accessing the promotional website is the entrant’s responsibility and is dependent on the Internet service provider used. It is at the sole discretion of the promoters to determine if software or third party applications have been used.

- 3.7 Entries must be received by **Sunday 2nd November 2014 at 17:00 (AEDT)**. The time of entry will in each case be the time the entry is received by the Promoter's database.
- 3.8 Entries which do not contain all necessary entry information as detailed in clause 3.3 or entries that are incomplete or indecipherable will be deemed invalid.
- 3.9 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 to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions will 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.
- 3.10 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.

4. PRIZES

- 4.1 There will be one (1) major prize winner who will receive the prize package detailed in clause 4.2.
- 4.2

Number	Full Details	RRP (\$AUD)
1 x Major Prize Package	- Return economy airfares between winner's closest Australian state capital city and London, United Kingdom for the winner and one guest.	\$7,000.00
	- Return private car transfers between the airport and accommodation in London for two (2) people.	\$500.00
	- Seven (7) nights accommodation in a five star property in London including breakfast daily, twin/double share.	\$5,600.00
	- Ultimate 25 Hour experience in London, thanks to Rimmel London Lasting 25 Hour Finish Foundation including:	
	• Hair styling (wash, cut, blow dry), makeup application, manicure and pedicure for two people	\$1,500.00
	• Private guided shopping tour of London including transport (approx. 8 hrs) including AUD\$2000 shopping budget	\$3,000.00
	• Dinner at a top London restaurant (as determined by the Promoter), for two (2) people	\$500.00
	• Tickets for two people to a music event (exact event determined by the Promoter) including return private car transfer between hotel and music event location in London for two (2) people	\$1,000.00
• AUD\$500 room credit at the hotel towards in-room dining and in-room movies	\$500.00	

	<ul style="list-style-type: none"> - AUD\$2000 spending money towards meals and activities (winner only) to be paid by cheque or EFT into an account in the winner's name 	\$2,000.00
	<ul style="list-style-type: none"> - All winner management by 33 Degrees Worldwide Pty Ltd 	\$3,400.00
	TOTAL MAJOR PRIZE VALUE	\$25,000.00
	Conditions	
	<ul style="list-style-type: none"> - The winner will be notified by a phone call and email on the day of the draw advising them that they are a winner. The winner must call back within 3 months of being advised that they are a winner and agree to the terms and conditions of the prize. In circumstances where the winner does not call back within the required time, the prize will be allocated to the next drawn entrant who satisfies these terms and conditions. - If the Winner doesn't complete all fields of entry then the entry will be deemed invalid. - After the winner has called to accept the prize, the winner will be emailed a prize acceptance form by 33 Degrees Worldwide (the Prizing Agency) which they need to complete and return by fax or email to 33 Degrees within 48 hours of receipt of the email. - The winner forfeits the prize if they don't return the prize acceptance form by the deadline. - 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. - Winner must be 16 years or over and guest may be 16 years or over. If the winner or their guest is under 18 years, they must be accompanied by their parent or legal guardian at all times through the holiday prize. - A credit card imprint may be required from the winner at check-in to the hotels for all incidental charges. - Once booking is confirmed no changes are allowed, unless otherwise authorised by the Promoter in its absolute discretion and if permitted will incur a fee of \$150 per person including GST plus supplier charges which is payable by the winner. - Travel suppliers/airlines to be chosen at the discretion of 33 Degrees Worldwide Pty Ltd (the Prizing Agency). - Travel insurance is highly recommended and at the expense of the winner and their companion. If the winner and their companion chooses not to purchase 	

	<p>travel insurance they will be required to complete a travel insurance waiver form acknowledging that they understand the benefits of travel insurance but decline to take out a policy.</p> <ul style="list-style-type: none"> - Winner must finalise the prize booking within 90 days of accepting the prize and all travel must be completed within 12 months of the relevant prize draw date. - The prize winner and their companion are responsible for travel to and from their place of residence to their nearest capital city airport. - The winner and their companion must travel to and from the same capital city, on the same flight and follow the same itinerary. Itinerary to be determined by the Promoter in its absolute discretion. 	
	TOTAL PRIZE POOL	\$25,000.00

Total maximum value for one (1) major prize packages is \$25,000. Total Prize Pool is \$25,000. Prize value is correct as at the date of printing. The Promoter accepts no responsibility for change in prize value between now and the ultimate date on which the prize is taken.

- 4.3 In the event that an element of the prize outlined in the above is cancelled or postponed for any reason, the winner forfeits the specified element and no cash alternative offer will be granted in lieu of the part of the prize. Airport taxes and government levies must be paid at the time of booking if applicable.
- 4.4 Unless expressly stated in these terms and conditions all other expenses become the responsibility of the major prize winner and their companion including but not limited to all meals, spending money, incidentals, mini-bar, laundry, room service, telephone calls and all other ancillary costs.
- 4.5 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. Prizes cannot be taken during peak periods or school holidays, and winners must provide all suppliers with a minimum of 21 days advance notice of intention to travel. Embargo restrictions apply during certain periods. Bookings are subject to conditions & availability (including but not limited to capacity limitations and other restrictions).
- 4.6 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.smartraveller.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.

- 4.7 In accepting the prize the winners agree to participate in and co-operate with all reasonable media editorial requests, including but not limited to, being interviewed and photographed, and the winners grant the Promoter a perpetual and non-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.
- 4.8 The winner and guest agree that they will not sell or otherwise provide their story and/or photographs to any media or other organisation.
- 4.9 It is a condition of accepting the prize that the winner's must comply with all the conditions of use of the prize and Prizing Agency's requirements. To the extent of any inconsistency with these Terms and Conditions, the terms and conditions of the prize supplier will prevail.
- 4.10 Once the prize is accepted, the prize winner must deal directly with the prize supplier should there be any complications or issues arising from the prize. Subject to the terms and conditions of the participating prize provider, if for any reason the winner does not, once the prize has been booked, take the prize (or an element of the prize) at the time stipulated, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash.
- 4.11 The ticket prize elements are subject to the event venue and ticket terms and conditions, including any applicable age restriction. The Promoter and event organisers hereby expressly reserve the right to eject the winner (and his/her companion) for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.
- 4.12 Entrants consent to the Promoter 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.
- 4.13 Prizes cannot be redeemed for cash and are not transferable or exchangeable.
- 4.14 Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
- 4.15 Full details of prizes can be obtained by telephoning the Seven Network in each state on Sydney 02 8777 7777; Melbourne 03 9697 7777; Adelaide 08 8342 7777; Brisbane 07 3369 7777; Perth 08 9344 0777.

5. HOW TO WIN

- 5.1 There will be one (1) major winner drawn randomly from the national pool of Qualifying Entrants. Each entrant who has entered the Competition in accordance with these terms and conditions during the Competition Period and registered all details required by **Sunday 2nd November 2014 at 17:00(AEDT)** ("Qualifying Entrant") will be entered into the draw. Entries that do not comply with any of the terms and conditions, may be deemed invalid and a further draw will be conducted in its place. The draw will take place at Anisimoff Legal, Suite 3, Erina Plaza, 210 The Central Coast Highway, Erina NSW 2250 on Tuesday 4th November 2014 at midday (AEDT).
- 5.2 The winners' will be notified by a phone call and email within 48 hours of the draw. The winners' entry details will be published in the Public Notes section of The Australian newspaper on **Monday, 10 November 2014**.
- 5.3 The Promoter's decision is final and the Promoter will not enter into correspondence regarding the result.
- 5.4 The Promoter may in its absolute discretion deem entries invalid subsequently to a winner being notified or a winner's name being announced if it is discovered that the winner did not enter the

Competition in accordance with these terms and conditions. In these circumstances, an additional draw will be conducted.

- 5.5 It is a condition of accepting the prize that the winner (and any companions) may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
- 5.6 Subject to state government legislation an unclaimed prize draw will take place at the same address as the original draw on 4th February 2015 at midday (AEDT) and winner(s) will be notified by phone and email within 48 hours of the draw and their details published in the Public Notes section of The Australian newspaper on **Monday, 9 February 2015**.
- 5.7 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.

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 to cancel, terminate, modify or suspend the promotion, or suspend or modify a prize.
- 6.2 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) participating in the prize; (f) during the draw; (g) 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; (h) in relation to failure of an SMS entry message to be received by the Promoter on account of technical problems or traffic congestion; or (i) arising from or related to any problem or technical malfunction of any telephone network or lines or mobile communications network related to or resulting from participation in this promotion.
- 6.3 To the extent permitted under law, the Promoter, Coty Australia and their associated agencies and companies assume 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 state government legislation.
- 6.4 If for any reason the 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 affect the administration security, fairness, integrity or proper conduct of the 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, and to cancel, terminate, modify or suspend the Competition, subject to state government legislation.
- 6.5 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

7. PROMOTER AND PRIZE SPONSOR DETAILS

- 7.1 The Promoter is Seven Network (Operations) Limited (ABN 65 052 845 262) of Level 2, 38-42 Pirrama Road, Pyrmont, NSW 2009.
- 7.2 The Sponsor is Coty Australia PTY Limited (ABN 96 058 696 549) of Level 31, 1 Market Street, Sydney, NSW 2000.
- 7.3 ***ACT permit number: TP 14/02135, NSW permit number: LTPS/14/04841, VIC permit number: 14/4482, SA permit number: T14/1108***