

“PADDINGTON” 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 aged 18 years or over who are able to travel from Sydney, NSW to London, England from 12/03/2015 to 18/03/2015 if selected as the winner.
3. 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**”), VisitBritain (ABN 78 819 377 551) of Level 16, 1 Macquarie Place, Sydney NSW 2000 (“**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.
4. Promotion commences at 9:00am AEDST on 21/11/2014 and closes at 5:00pm AEDST on 04/12/2014 (“**Promotional Period**”).
5. To enter, individuals must complete the following steps during the Promotional Period:
 - a) visit www.yahoo7.com.au/paddington;
 - 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 “*Which London landmark would you most like to visit and why?*” in 25 words or less;
 - e) agree to the Terms and Conditions by ticking the relevant tick box; and
 - f) submit the fully completed entry form.
6. Incomplete or indecipherable entries will be deemed invalid.
7. 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.
8. 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.
9. 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.
10. 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 judging will take place from 5:00pm AEDST on 05/12/2014 at the Promoter’s premises. 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.
11. The winner will be notified by email and telephone.
12. The Promoter’s decision is final and no correspondence will be entered into.
13. The best valid entry, as determined by the judges, will win a trip for two (2) adults and two (2) children (aged between 5 to 12 years) to London, England, valued at up AU\$ AU\$20,391 depending on point of departure. The prize includes:

- return World Plus Traveller class airfares with British Airways from Sydney, NSW to London, England for two (2) adults and two (2) children;
 - return transfers from the London airport to the accommodation for two (2) adults and two (2) children;
 - six (6) nights family-share accommodation at The Athenaeum Hotel in London for two (2) adults and two (2) children;
 - daily hotel breakfast for two (2) adults and two (2) children (exact menu determined by the Promoter in its absolute discretion);
 - Oyster Visitor Card for two (2) adults and two (2) children;
 - select activities, transfers and meals for two (2) adults and two (2) children (including but not limited to a Natural History Museum tour, Marmalade afternoon tea, and a Brit Movie Tours Paddington tour).
14. Spending money, additional meals, taxes (excluding airline and airport taxes), insurance, passports, visas, vaccinations, transport to and from departure point in Sydney, NSW, additional transfers, items of a personal nature, in-room charges and all other ancillary costs are not included. Prize must be taken from 12/03/2015 to 18/03/2015 and is subject to booking and flight availability. During the entire duration of the prize, a nominated parent/guardian must accompany any person under 18 years of age. The winner and his/her companions must depart from and return to the same departure point and travel together. Itinerary of the prize to be determined by the Promoter in its absolute discretion. Frequent flyer points will not form part of the prize. Prize is subject to the standard terms and conditions of individual prize and service providers. The winner and his/her companions are responsible for ensuring that they have valid passports, and any requisite visas, vaccinations and travel documentation. The winner may be required to present their credit card at time of accommodation check in. Air tickets are valid on British Airways services. Code-share flights are not included. Air tickets are non-transferable and non refundable. Flights are subject to availability. Travel insurance is not included in the prize, however is strongly recommended. You will be carried pursuant to the British Airways' General Conditions of Carriage (copy available at ba.com.)
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16. If for any reason the winner does not take the prize (or an element of the prize) at/by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
17. If the prize (or part of the 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.
18. Total prize pool value is up to AU\$20,391.
19. The prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash.
20. Each entrant warrants to the Promoter that the answer to the promotional question submitted in each entry is an original literary work of the entrant that does not infringe the rights of any third party. The entrant agrees to indemnify the Promoter against all costs and claims by third parties arising from a breach of this warranty.
21. 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. Entrants consent to any use of their entry which may otherwise infringe their moral rights pursuant to the Copyright Act 1968 (Cth).
22. 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.

23. 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.
24. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
25. 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 States 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.
26. 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 the prize.
27. As a condition of accepting the prize, the winner (and his/her companions) 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. The winner's companions under the age of 18, must have a nominated parent/legal guardian sign the legal documentation required under this clause on their behalf.
28. 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.
29. 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.