

**“THE HOBBIT: BATTLE OF FIVE ARMIES” PROMOTION**  
**TERMS AND CONDITIONS**

1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. 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 (“**Promoter**”).
3. Entry is only open to Australian residents. 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 the Promoter 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 1<sup>st</sup> cousin.
5. Promotion commences on 26/12/2014 and closes at 11:59pm AEDST on 15/01/2015 (“**Promotional Period**”).
6. To enter, individuals must complete the following steps during the Promotional Period:
  - a) visit [www.yahoo7.com/thehobbit](http://www.yahoo7.com/thehobbit);
  - 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 “*What do you love most about Middle Earth?*” 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 judging will take place at the Promoter's premises on 16/01/2015 from 5:00pm AEDST. 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 the following prize package, valued at up to AU\$19,676.96:
  - Four (4) motion picture merchandise packs, valued together at AU\$1,399.96. The exact contents of each merchandise pack, and the exact motion picture(s) featured on the contents of each pack, will be determined by the Promoter in its absolute discretion;
  - A private cinema screening of '*The Hobbit: The Battle of the Five Armies*' for up to twenty (20) people (i.e. the winner plus up to nineteen (19) guests), including AU\$500 worth of food and beverages at the selected cinema, valued together at AU\$3,500. The exact cinema at which the screening will take place will be determined by the prize supplier in agreement with the winner, based on the winner's city of residence, however, if agreement cannot be reached, the prize supplier will select the cinema. The screening cannot be redeemed on Saturdays or Public Holidays, and must be taken by 28/02/2015. The exact food and beverages offered will be at the discretion of the prize supplier and is subject to availability at the cinema where the screening takes place. The screening is subject to cinema classification. The winner and his/her guests are responsible for ensuring all guests meet the age requirements for classification for the film as set by Australian Classification. The winner and their guests must make their own way to/from the cinema selected by the prize supplier, and any costs associated with travel to/from the cinema will be the responsibility of the winner and their guests and will not be borne by the Promoter or prize supplier; and
  - A trip for four (4) people to New Zealand, valued at up to AU\$14,777, depending on date and point of departure. The trip includes:
    - Return economy airfares from the winner's nearest Australian capital city to Auckland, New Zealand for four (4) people;
    - Return transfers from the Auckland airport to the accommodation for four (4) people;
    - Four (4) nights twin share accommodation in a hotel in Auckland for four (4) people, including daily hotel breakfast (exact hotel and breakfast menu determined by the Promoter in its absolute discretion);
    - A scenic helicopter flight from Auckland to Hobbiton for four (4) people, including a Hobbiton evening banquet tour, and return to Auckland by road; and
    - Travel insurance for up to four (4) people, up to the value of \$270.
15. Spending money, additional meals, taxes (excluding airline and airport taxes), additional 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 in the travel component of the prize. Selected travel dates must include at least one (1) Wednesday evening, must be taken sometime between 21/04/2015 and 02/11/2015, and are subject to booking and flight availability. Travel prize cannot be taken during Australian or New Zealand school holidays, public holidays or other peak periods.
16. During the entire duration of the travel component of the prize, a nominated parent/guardian must accompany any person under 18 years of age. 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 (and his/her companions) must depart from and return to the same departure point and travel together. Itinerary 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 prize. The winner may be required to present their credit card at time of accommodation check in.

17. All prize components are subject to the standard terms and conditions of individual prize and service providers.
18. The winner and his/her travel companions will each be required to fully complete a travel insurance application form provided by the Promoter, and may also be required to undergo medical tests as required by the Promoter's nominated travel insurer, in order to redeem the travel insurance element of the prize. Any person found guilty of insurance fraud or failure to honestly and accurately disclose all relevant insurance information at the time of applying for a travel insurance policy or when making a claim forfeits any rights or entitlements to the travel insurance element of the prize. Travel insurance will be provided by the Promoter's nominated travel insurer, and subject to approval by the travel insurer. In the event that the Promoter's nominated travel insurer refuses to issue insurance to the winner and/or companions, the winner forfeits that travel insurance element of the prize. Travel insurance is subject to the terms and conditions issued by the Promoter's nominated travel insurer, including but not limited to any limitations on the covered amount.
19. If the winner is under 18 years old, the prize will be awarded to the winner's parent or legal guardian, on the winner's behalf.
20. If for any reason the winner does not take the prize (or an element of the prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
21. 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 of the equal value and/or specification.
22. Total prize pool value is up to AU\$19,676.96.
23. The prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash.
24. 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.
25. As a condition of entering this promotion, each entrant licenses and grants the Promoter, its 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).
26. 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.

27. 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.
28. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
29. 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 (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.
30. 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) taking, use of and/or participation in the prize.
31. 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. In the event the winner or their companion(s) are 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.
32. 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 handing 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 prize supplier and they acknowledge that the prize supplier 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.