



Channel Seven
“Better Homes and Gardens APT Magnificent Europe Competition”
Terms and Conditions

By entering the “Better Homes and Gardens APT Magnificent Europe 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 18 years of age or older in Australia where the Channel Seven and its affiliated networks (“Affiliates”) signals are received.

2.2 Employees and their immediate families of the Seven Network (Operations) Ltd, Australian Pacific (Touring) Pty Ltd, Mnet Mobile Pty Ltd and their associated agencies and companies are not eligible to enter.

3. HOW TO ENTER

3.1 The Competition commences on **Friday 24th July 2015 at 19:00 (AEST)** and concludes on **Monday 27th July 2015 at 09:00 (AEST)** (“the Competition Period”).

3.2 For entry details, viewers must watch Better Homes and Gardens (“the Program”) on the Seven Network (“the Network”) and Affiliates during the Competition Period. There will be a competition segment aired during the Program which will display information on how to enter.

3.3 In order to enter the draw, viewers must either:

a) send a text message/SMS registering their full name, suburb and state to **1977 7377** (Charge \$0.55 – Helpline 1300 851 419); or

b) telephone **1902 55 77 03** (Charge \$0.55 fixed – Helpline 1300 851 419) and register their full name, address (including postcode) and contact daytime telephone number (including STD area code); or

c) Use your smartphone to log on to <https://enter.2urmob.com/bhg> and click on the Better Homes and Gardens competition link and select the option you prefer (number of entries – 1 entry for \$0.55, 2 entries for \$1.05, 5 entries for \$2.50, 15 entries for \$7.00 or 20 entries for \$9.00).

3.4 All entrants in the Competition may enter up to a maximum of 100 times. For SMS entries, once the maximum of 100 entries have been received from a single mobile account, entrants will receive a reply SMS message notifying them of this limit. If it is otherwise discovered that an entrant has entered more than 100 times in total, via any entry mechanic, only the first 100 entries will be included in the draw and further entries will not be considered, nor will the cost of the entries be refunded to entrants.

3.5 Entries must be received by **Monday 27th July 2015 at 09:00 (AEST)**. The time of entry will in each case be the time the SMS message, smartphone entry or 1902 call is received by the Mnet Mobile Pty Ltd database.

3.6 Each entry must be charged to a mobile account and SMS entries via the internet, computer generation or “scripting” are invalid and will not be accepted.

3.7 SMS entrants will receive a reply message to their entry.

3.8 Each SMS entry will be charged at premium rate, namely \$0.55 (including GST), which covers the entry and the reply message.

3.9 The maximum 1902 call cost is \$0.55 (including GST). 1902 call costs will be higher from mobile phones.

4. PRIZES

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

4.2 Each prize package consists of:

Full Details	RRP (\$AUD)
<p>One (1) eligible prize winner drawn will receive the following:</p> <p>CRUISE 18 day APT 'Magnificent Europe – Amsterdam to Prague' Cruise for two people (Tour Code EUMC18) in a Panoramic Balcony (Cat. C or B), twin-share Suite for cruise departure during 2016 subject to availability.</p> <p>FLIGHTS Return economy flights for two adults from the winner's nearest Australian Capital City Airport to Amsterdam, Netherlands then returning from Budapest Hungary at the end of the cruise.</p> <p>(All associated taxes, flight and airline charges are included)</p> <p>Total maximum Magnificent Europe Prize Value</p>	<p>\$31,310.00</p>

Total maximum prize pool value for the prize is **\$31,310.00**. 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 The prize winners receiving the prize package that is detailed in clause 4.2 must abide by the following conditions:

- a) Each winner and their travel companion must abide by the full prize package itinerary as well as terms and conditions detailed on the APT Tours website <http://www.aptouring.com.au/trips/europe/eumcap18>
- b) Each winner and their nominated travelling companion must travel from their closest Australian capital city airport (Sydney, Melbourne, Brisbane, Adelaide, Perth, Darwin, or Hobart) to the airports detailed in the relevant prize package detailed in clause 4.2 on the same flight and at the same time. Travel to and from the winner's closest Australian capital city airport is not included in the prize and is the responsibility of the winner.
- c) The Prize Package is subject to travel dates and the last cruise departure is 2 December 2016. If the winner is not able to participate in the prize package set dates then a redraw will occur. Unless explicitly approved by the Promoter, the prize winners nominated travel companion must be over the age of 18 years of age at date stated in the prize package.
- d) The Promoter and Prize Provider will not be liable for any cost arising from or otherwise related to delays or cancellations to the connecting flight(s) booked by the winner, either to or from the nominated capital city and their residence. All booking and costs related to obtaining, amending or otherwise concerning the connecting flight(s) to/from their residence and the nominated capital city are the responsibility of the winner.
- e) With approval from the Prize Provider, Winners may potentially be able to travel on an alternate departure dates of the same cruise itinerary, subject to availability at time of booking.
- f) If cabin category or departure date is unavailable, the Prize Provider reserves the right to offer a tour of a similar duration and value as a substitute.
- g) Prizes cannot be redeemed for cash and are not transferable or exchangeable.
- h) The travel companion is to be nominated by the prize winner. Once nominated are not transferable.
- i) Winner and their companion must have appropriate and valid passport before travelling
- j) The prize package must be taken as stated and no compensation will be payable if a winner is unable to use the prize or any element of the prize as stated. If the prize is not utilised by the expiry date it will be forfeited as per Clause 4.3c
- k) Any changes made to the booking by the prize winners or their travel companions, including extending the trip, are at the winner's expense and must be arranged by the winner.
- l) The Prize includes all meals and selected beverages as specified in the tour package. The prize also includes port charges, tipping and transfers whilst on tour. Unless expressly stated in these terms and conditions all other expenses related to the prize become the responsibility of the prize winners and their nominated travel companions. Subject to the prize stipulated in clause 4.2, the prize winners and their travel companions are responsible for all expenses including but not limited to travel insurance, visas, passports, items of a personal nature, meals (other than featured in the itinerary), laundry, telephone calls, additional nights or upgrades etc. transfers, room amenity charges, selected beverages, incidentals, mini-bar, in-room video, room service, telephone calls, activities, energy surcharges, services charges,

passports and all other ancillary costs. A credit card imprint or cash deposit may be required from the prize winner at check-in, for all incidental charges.

- m) The prize winner is responsible for ensuring that all those travelling have valid passports and applicable visas. The Promoter will not be held responsible for any loss or delay that may occur as a result of any passport or visa not being produced in time for travel. The Promoter does not accept any responsibility if the major prize winner's nominated travel companions cannot travel because of non-compliance with any passport, visa or immigration requirements.
- n) Travel insurance is not included in the cost of the prize and is highly recommended to protect against the additional costs incurred in the event of unforeseen circumstances.
- o) The winners and their nominated travel companions acknowledges and accepts any activities comprising the prize package, are potentially dangerous and may result injury, incapacity, damage to property or other losses. The Promoter and the prize provider are not responsible for any acts of god, such as adverse weather conditions or industrial action or civil commotion that may occur whilst the winners are travelling. It is the responsibility of the prize-winner to enquire about local issues and conditions at destinations prior to travel.
- p) It is the sole responsibility of the winner and their travel companions to obtain immigration visas. Compliance with local health and government requirements is the responsibility of the prize winner and their nominated traveling companion.

5. HOW TO WIN

- 5.1 There will be **one (1)** prize winner drawn in total from the national pool of 1902, SMS and smartphone entrants who will win the prize package detailed in clause 4.2.
- 5.2 Each entrant who has entered the Competition in accordance with these terms and conditions during the Competition Period using a smartphone, a mobile phone with a reply path and whose SMS message has passed through a telecommunications carriers network to Mnet Mobile Pty Ltd's database or phoned the 1902 number and registered all details required by **Monday 27th July 2015 at 09:00 (AEST)** ("Qualifying Entrant") will be entered into the draw. Entries that do not comply with these terms and conditions, may be deemed invalid and a further draw will be conducted in its place. The draw will take place at Mnet Mobile Pty Ltd, Level 1, 16 Anster Street, Adelaide, South Australia 5000 on **Tuesday 28th July 2015 at 10:00 (AEST)**. The first Qualifying Entrant randomly drawn from the national pool of entrants will become the prize winner.
- 5.3 The prize winner will be notified by a phone call within 2 working days of the draw, and a letter advising the winners of their prize will also be express posted. The winner's entry details will be published in the Public Notes section of The Australian newspaper on **Monday 3rd August 2015**.
- 5.4 The Promoter's decision is final and the Promoter will not enter into correspondence regarding the result.
- 5.5 It is a condition of accepting the prize that the winners may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
- 5.6 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
- 5.7 Subject to state government legislation an unclaimed prize draw will take place at Mnet Mobile Pty Ltd, Level 1, 16 Anster Street, Adelaide, South Australia 5000 on **Wednesday 28th October 2015 at 10:00 (AEDT)**. The unclaimed prize winner(s) will be notified by a phone call on the day of the draw, and a letter advising the winner(s) of their prize will also be express posted. Unclaimed prize winner's name will be published in the Public Notes section of The Australian newspaper on **Monday 2nd November 2015** if required.

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 amend, suspend or cancel the Competition, subject to state government legislation.
- 6.2 Seven Network (Operations) Limited, Mnet Mobile Pty Ltd, Australian Pacific (Touring) Pty Ltd and their associated agencies and companies will take no responsibility for prizes damaged or lost in transit, or late, lost or misdirected mail.
- 6.3 Seven Network (Operations) Limited, Mnet Mobile Pty Ltd, Australian Pacific (Touring) Pty Ltd 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 draw;
 - b) in the acceptance, participation or use of any element(s) of the prize;
 - c) as a consequence of late, lost or misdirected mail;
 - d) 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;
 - e) in relation to failure of an SMS entry message to be received by the Promoter on account of technical problems or traffic congestion; or

- f) 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.
- 6.4 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 state government legislation.
- 6.5 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.
- 7. PROMOTER AND PRIZE SPONSOR'S DETAILS**
- 7.1 The Promoter is the Seven Network (Operations) Limited (ABN 65 052 845 262) of Level 2, 38-42 Pirrama Road, Pyrmont, NSW 2009.
- 7.2 The Prize Sponsor is Australian Pacific (Touring) Pty Ltd. ABN 44 004 684 619 of Level 4, 1230 Nepean Highway, Cheltenham VIC 3192
- 7.3 Entry details remain the property of the Promoter. Mnet Mobile Pty Ltd on behalf of Seven Network (Operations) Limited (ABN 65 052 845 262) and its related entities ("Seven"), is collecting your personal information for the purpose of conducting and promoting this Competition, including for the purpose of identifying and notifying winners and understanding our audiences. Seven will otherwise handle your personal information in accordance with Seven's Privacy Policy which is available on our website at <http://www.sevenwestmedia.com.au/privacy-policies> (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
- 7.4 ACT permit number: TP 15/06451, NSW permit number: LTPS/15/04969, SA permit number: T15/1117