



GSK PROMOTION
“Achieve Your Dreams Faster” Promotion
Terms and Conditions

By entering the **“Achieve Your Dreams Faster” Promotion** (“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, who are 18 years of age or older.

2.2 Employees and immediate families of the Seven Network (Operations) Limited, GlaxoSmithKline Consumer Healthcare Pty Ltd and their associated agencies and companies are not eligible to enter.

3. HOW TO ENTER

3.1 The Competition commences **Monday, 14 September 2015 at 08:00 AEST** and concludes on **Friday, 20 November 2015 at 08:59 AEDT** (“the Competition Period”), however, open and close dates and times for draws are (‘the Competition Draw Period’) as detailed in the table below:

THE X FACTOR – DRAWS			
DRAWS	Open (AEST/AEDT)	Close (AEST/AEDT)	DRAW DATES (AEST/AEDT)*
1	Monday, 14 September 2015 at 08:00	Saturday, 3 October 2015 at 08:59	Monday, 5 October 2015 at 09:00
2	Saturday, 3 October 2015 at 09:00	Saturday, 10 October 2015 at 08:59	Monday, 12 October at 09:00
3	Saturday, 10 October 2015 at 09:00	Saturday, 17 October 2015 at 08:59	Monday, 19 October at 09:00
4	Saturday, 17 October 2015 at 09:00	Saturday, 24 October 2015 at 08:59	Monday, 26 October 2015 at 09:00
5	Saturday, 24 October 2015 at 09:00	Saturday, 31 October 2015 at 08:59	Monday, 2 November 2015 at 09:00
6	Saturday, 31 October 2015 at 09:00	Saturday, 7 November 2015 at 08:59	Monday, 9 November 2015 at 09:00
7	Saturday, 7 November 2015 at 09:00	Saturday, 14 November 2015 at 08:59	Monday, 16 November at 09:00
8	Saturday, 14 November 2015 at 09:00	Friday, 20 November 2015 at 08:59	Friday, 20 November 2015 at 11:30

THE WOOLWORTHS – DRAWS			
DRAWS	Open (AEST/AEDT)	Close (AEST/AEDT)	DRAW DATES (AEST/AEDT)*
1	Monday, 14 September 2015 at 08:00	Saturday, 26 September 2015 at 08:59	Monday, 28 September 2015 at 09:00
2	Saturday, 26 September 2015 at 09:00	Saturday, 3 October 2015 at 08:59	Monday, 5 October 2015 at 09:00
3	Saturday, 3 October 2015 at 09:00	Saturday, 10 October 2015 at 08:59	Monday, 12 October 2015 at 09:00
4	Saturday, 10 October 2015 at 09:00	Saturday, 17 October 2015 at 08:59	Monday, 19 October at 09:00
5	Saturday, 17 October 2015 at 09:00	Saturday, 24 October 2015 at 08:59	Monday, 26 October at 09:00
6	Saturday, 24 October 2015 at 09:00	Saturday, 31 October 2015 at 08:59	Monday, 2 November 2015 at 09:00
7	Saturday, 31 October 2015 at 09:00	Saturday, 7 November 2015 at 08:59	Monday, 9 November 2015 at 09:00
8	Saturday, 7 November 2015 at 09:00	Saturday, 14 November 2015 at 08:59	Monday, 16 November 2015 at 09:00
9	Saturday, 14 November 2015 at 09:00	Friday, 20 November 2015 at 08:59	Friday, 20 November at 11:30
BONUS Winner Draw	The one hundred (100) Woolworths minor prize winners will be placed in a further draw to be held at the close of the competition where one (1) Woolworths minor prize winner will be drawn and entered into the draw for the Major prize		Friday, 20 November 2015 at 11:35

MAJOR PRIZE DRAW			
DRAWS	Open (AEST/AEDT)	Close (AEST/AEDT)	DRAW DATE (AEDT)*
Major Prize Draw	The eight (8) weekly winners of The X Factor Draws, the one (1) winner of the Woolworths Bonus Draw		Friday, 20 November 2015 at 11:50

3.2 For entry details, viewers must watch The X Factor (“the Program”) on the Seven Network (“the Network”) and affiliates during the Competition Period. A unique code word and details on how to

enter will be provided in the form of an in-program competition segment from the start of the Top 12 Performance Shows.

3.3 In order to enter:

a. **via The X Factor draws**, viewers must either:

- I. enter online at www.yahoo7.com.au/xfactor or at www.facebook.com/PanadolAustralia register the unique code word promoted during the broadcast of The X-Factor (where the Seven Network and Prime signals are received) along with their full name, address (including postcode) and contact daytime telephone number (including STD area code) and mobile number; or
- II. send a text message/SMS and register the unique code word promoted in program along with the entrant/s full name, suburb and state to **1977 7877** (charge \$0.55, SMS helpline 1300 851 419); or
- III. use your smartphone to log on to <https://enter7.tv/XFactorDreams> click on the X Factor Competition link and register the unique code word promoted in program along with their full name, address, then 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 – Helpline 1300 851 419); or

b. **via the Woolworths draws**: visit any participating Woolworths Store to gain the Woolworths unique code (unique word + last 2 digits of the transaction number on your purchase receipt if you purchased in-store or the unique word + last 2 digits of the order invoice number if you purchased online) then enter via SMS or online as stated in a)I. and a)II. above between 08:00 AEST Monday, 14 September 2015 and 08:59 AEDT Friday, 20 November 2015 to win one thousand dollars (\$1,000 AUD) in Woolworths WISH Gift Cards plus the chance to go into a BONUS draw for one (1) spot in the major prize draw on Friday, 20 November 2015 at 11:50 AEDT.

3.4 During the broadcast of The X Factor, where the Seven Network and Prime signals are received, a nightly unique code word will appear. Entrants using the nightly unique code word promoted in program may enter as many times as they like with that code word. There will be a winner drawn at the end of each Competition Draw Period (see clause 3.1) throughout the Competition Period, eight (8) winners in total, each receiving a Woolworths WISH Gift Card to the value of five hundred dollars (\$500.00 AUD), then the eight (8) winners will be placed in the Major Prize Draw on Friday, 20 November 2015 at 11:50 AEDT. For clarity, any code word announced during the competition period prior to each Competition Draw Period will be accepted as a valid code word.

3.5 For entrants entering via Woolworths, there will be ten (10) winners drawn at the end of the first eight (8) Competition Draw Periods and twenty (20) winners drawn at the end of the ninth (9) Competition Draw Period (see clause 3.1). The one hundred (100) winners will each receive one thousand dollars (\$1,000 AUD) in Woolworths WISH Gift Cards. Then the one hundred (100) winners will be entered into a separate draw where one (1) Woolworths winner from that draw will be placed in the Major Prize Draw on Friday, 20 November 2015 at 11:50 AEDT.

3.6 Entrants using the unique code word promoted in participating Woolworths Stores may enter multiple times during a single Competition Draw Period using the Woolworths-specific code word PLUS the last 2 digits of their valid Woolworths store receipt from that specific Competition Draw Period (see clause 3.3b). Only receipts dated within each Competition Draw Period will be considered valid for that specific Competition Draw. The one hundred (100) winners drawn across the nine (9) Competition Draw Periods must retain and produce their valid Woolworths receipt as proof of valid entry. If the winner cannot produce proof of valid entry, their entry will be considered invalid and another winner will be drawn from the same Competition Draw Period that they were drawn from.

- 3.7 The X Factor draws will commence on Monday, 5 October 2015, then every consecutive Monday up to and including Monday, 16 November 2015, with the final draw on Friday, 20 November 2015. The Woolworths draws will commence on Monday, 28 September 2015, then every consecutive Monday up to and including Monday, 16 November 2015, with the final weekly draw on Friday, 20 November 2015. The time of entry will in each case be the time the SMS message or online entry is received by Mnet Mobile Pty Ltd SMS database, Yahoo!7 online database and GlaxoSmithKline Australia Pty Ltd Facebook database.
- 3.8 For SMS entrants, each entry must be charged to a mobile account.
- 3.9 SMS entrants will receive a reply message to their entry.
- 3.10 For entrants in all states, single SMS entries will be charged at the premium rate of \$0.55 (including GST). Entries via your smartphone will be charged according to your selection (ie \$0.55, \$1.05, \$2.50, \$7.00 or \$9.00 (including GST)) and may include download charges in accordance with your mobile phone contract. Helpline 1300 851 419.
- 3.11 Any online entries determined to be “scripting”, in the absolute discretion of the Promoter, will be deemed invalid and not accepted.
- 3.12 Whilst you must purchase an item from a Woolworths store to gain a purchase receipt for entry, there is no requirement to purchase Panadol.
- 3.13 The participation of a Woolworths store in the Promotion is determined by Woolworths in its sole discretion.

4. **PRIZES**

- 4.1 During the Competition Draw Periods (see clause 3.1) there will be;
- eight (8) draws from The X Factor national pool of SMS, MOBILE and Online entries;
 - nine (9) weekly draws from the Woolworths national pool of SMS, MOBILE and Online entries and a bonus draw where one (1) Woolworths winner from the pool of one hundred (100) minor prize winners will go in the major prize draw;
 - one (1) Major Prize Draw.
- 4.2 The eight (8) X Factor program draw winners will each receive a Woolworths WISH Gift Card to the value of \$500.00 (AUD) (“The X Factor Minor Prize”) and will each go in the draw for the Major Prize. The one hundred (100) Woolworths winners will each receive one thousand dollars (\$1,000 AUD) in Woolworths WISH Gift Cards (“the Woolworths Minor Prize”) and will go in the Bonus Draw where the one (1) winner of that bonus draw will be entered into the Major Prize Draw. The nine (9) Major Prize draw entrants will be included in the Major Prize Draw to win three hundred thousand (\$300,000 AUD) (“the Major Prize”) to achieve their dreams faster.

4.3

Number	Full Details	RRP (inc. GST)
8 x The XFactor Program Minor Prize Packages	Each Minor Prize package consists of: ○ 1 x \$500 (AUD) Woolworths WISH Gift Card	\$4,000.00
100 x Woolworths Minor Prize Packages	Each Woolworths Minor Prize package consists of: ○ 100 x \$1,000 (AUD) in Woolworths WISH Gift Cards; plus	\$100,000.00
1 x the XFactor Major Prize	Major Prize package consists of: ○ 1 x \$300,000 (AUD)	\$300,000.00
TOTAL MAXIMUM PRIZE POOL VALUE		\$404,000.00

- 4.4 The total Maximum Prize Pool is **\$404,000.00** (inc GST) (AUD). Prize value is correct as at the date of printing. The Promoter accepts no responsibility for any change in prize value between now and the ultimate date on which the prize is taken.

- 4.5 Woolworths WISH Gift Cards awarded to Minor Prize winners must be used in accordance with the terms and conditions applicable to each voucher.
- 4.6 Woolworths WISH Gift Cards awarded to Minor Prize winners are valid for 12 months from date of issue and are redeemable at participating stores. Participating stores may change from time to time. For a list of participating stores and full Woolworths WISH Gift Card terms and conditions visit www.everydaygiftcards.com.au.
- 4.7 A cheque will be made payable to the Major Prize Winner and issued within fourteen (14) days after the prize has been drawn.
- 4.8 There are no restrictions placed around how the winners spend their prize money but the cheque must be drawn or banked within 30 days of receiving the cheque or the winning amount will be forfeited.
- 4.9 In accepting the prizes the winners agree to participate in and co-operate with all reasonable media editorial requests, including but not limited to, being filmed, 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. The Promoter may share this editorial content with the sponsor for their own internal use including but not limited to digital and social media, for up to 30 days from the Grand Finale episode The X Factor.
- 4.10 The Prize Winners agree they will not disclose any of their personal details, including any photographs, facts or circumstances, for a fee or otherwise, that relate to their winning of any prize in the Competition to any media or other organisation in Australia and as such may be required to provide the Promoter with a formal written undertaking.
- 4.11 It is a condition of accepting the prizes that the winners must comply with all the conditions of use of the prizes and the Promoter's requirements.
- 4.12 The prizes are not transferable and cannot be exchanged for cash.
- 4.13 The prize winners must be 18 years of age or older and an Australian resident and must provide valid identification proof of age, proof of residency and/or proof of entry validity to the Promoter, in order to claim a prize. Proof of identification, residency, age and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner may be required to forfeit the prize and no substitute will be offered.
- 4.14 The prizes 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.
- 4.15 The Promoter may require the prize winners to sign a waiver of liability and indemnity and any other relevant forms or agreements that the Promoter deems necessary in the form determined by the Promoter in its absolute discretion. The Promoter may require the prize winner to provide proof of identity.
- 4.16 Independent legal and financial advice should be sought as tax implications may arise as a result of accepting the prizes.

5. **HOW TO WIN**

- 5.1 There will be **nine (9)** Major Prize Draw entrants drawn in total;
- a) **Eight (8) The XFactor** minor prize winners will be drawn in accordance with clause 3.1 from The X Factor national pool of online and SMS entries using the unique code word promoted in program. The eight (8) The XFactor minor prize winners will be placed in the major prize draw;
 - b) **One hundred (100) Woolworth's** minor prize winners will be drawn in accordance with clause 3.1 from the Woolworths national pool of online and SMS entries using the unique code word (plus last 2 digits of receipt or store number) promoted in participating Woolworths stores Australia wide. **One (1)** bonus draw winner will be drawn from Woolworths pool of 100 minor prize winners and placed in the major prize draw;
- 5.2 The Major Prize Winner will be drawn from the nine (9) Major Prize Draw entrants on Friday, 20 November 2015 at 11:50 AEDT and will win the prize package detailed in clause 4.2.
- 5.3 Each entrant who has entered the Competition in accordance with these terms and conditions during the Competition Period using a mobile phone with a reply path and whose SMS message has passed through the Telco carriers network to Mnet Mobile Pty Ltd database or entered online as detailed in Clause 3.3 ("Qualifying Entrant") will be entered into the applicable draw as set out in clause 3.1. Entries that do not comply with any of the terms and conditions, may be deemed invalid and a further draw(s) will be conducted in its place. The Minor and Major Prize draws will take place at Mnet Mobile Pty Ltd, Level 1, 16 Anster Street, Adelaide, South Australia 5000 on the draw dates detailed in Clause 3.1.
- 5.4 The X Factor Prize Winners will be notified within 2 days of the draw/s, by a phone call and a letter advising the winners of their prize will also be express posted. The X Factor Minor Prize Winners' names will appear each week on screen during the X Factor Program. The Woolworths Minor Prize Winners will be notified by phone call on the day of the draws, and a letter advising the winners of their prize will also be express posted. The Woolworths Minor Prize Winners will not be announced in-program. The Major Prize Winner will be notified within 1 weeks of the major prize draw by a phone call and a letter advising the major prize winner of their prize will also be express posted. The winners' entry details for draws held on Monday, 28 September and 5 and 12 October, 2015 will be published in the Public Notes section of The Australian newspaper on **Monday 19 October 2015**. Winners from the draws held on Monday 19 and 26 October 2015 and 2 November 2015 will be published in the Public Notes section of The Australian newspaper on **Monday 9 November 2015**. Winners from the draws held on Monday, 16 and Friday, 20 November 2015 will be published in the Public Notes Section of the Australian newspaper on **Monday, 30 November 2015**.
- 5.5 The Promoter's decision is final and the Promoter will not enter into correspondence regarding the result.
- 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 It is a condition of accepting the prizes that the winners may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
- 5.8 Subject to state government legislation, and if required, unclaimed prize draws may take place at Mnet Mobile Pty Ltd, Level 1, 16 Anster Street, Adelaide, South Australia 5000 on the dates detailed below, and winner publication will be in The Australian on the dates detailed below. For clarity, unclaimed prize draws for all minor prizes will occur over all non-winning entries from that individual prize draw competition period as per the table in clause 3.1. In the event an unclaimed prize draw is required for the major prize, all non-winning entries received throughout the competition period from each prize draw competition period will be entered into this draw.
- 5.9 Unclaimed prize winners will be contacted by telephone, in writing and their names will be published in the Public Notes Section of the Australian newspaper on the dates outlined in the table below.

For draws held on.....	Unclaimed Prize Draw at 10:00 AEDT	Publication Date
Monday 28 September 2015	Tuesday 5 January 2016	Monday 11 January 2016
Monday 5 October 2015	Tuesday 5 January 2016	Monday 11 January 2016
Monday 12 October 2015	Tuesday 12 January 2016	Monday 25 January 2016
Monday 19 October 2015	Tuesday 19 January 2016	Monday 25 January 2016
Monday 26 October 2015	Thursday 28 January 2016	Monday 8 February 2016
Monday 2 November 2015	Tuesday 2 February 2016	Monday 8 February 2016
Monday 9 November 2015	Tuesday 9 February 2016	Monday 15 February 2016
Monday 16 November 2015	Tuesday 16 February 2016	Monday 22 February 2016
Monday 20 November 2015	Monday 22 February 2016	Monday 29 February 2016

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 state government legislation.
- 6.2 The Seven Network (Operations) Limited, GlaxoSmithKline Consumer Healthcare Australia Pty Ltd, Mnet Mobile 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 The Seven Network (Operations) Limited, GlaxoSmithKline Consumer Healthcare Australia Pty Ltd, Mnet Mobile 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 entry process or the draw;
 - b) in the participation, acceptance 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 smart phone or online entry message to be received or sent 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, computer on line systems, servers, or computer equipment, software or device related to or resulting from participation in this promotion.
 - g) in relation to a Woolworths store not participating in this Promotion.
- 6.4 The 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 reserve 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.
- 6.6 This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants understand that they are providing their information to the Promoter and not to Facebook. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Facebook. Facebook will not be liable for any loss or damage or personal injury

which is suffered or sustained by an entrant, as a result of participating in the promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.

6.7 Woolworths Limited is the issuer of the Woolworths WISH Gift Card and Woolworths Voucher but is not the promoter of the offer, nor responsible for fulfilment of the offer terms. Woolworths Limited is responsible for the fulfilment of the terms and conditions of the Woolworths Voucher and Woolworths WISH Gift Card.

7. PROMOTER'S DETAILS

7.1 The Promoter is Seven Network (Operations) Limited (ABN65 052 845 262) of 38-42 Pirrama Road, Pyrmont NSW 2009.

7.2 The Sponsor is GlaxoSmithKline Consumer Healthcare Pty Limited (ACN 603 310 292) of 82 Hughes Avenue, Ermington NSW 2115.

7.3 Entry details remain the property of the Promoter. Mnet Mobile Pty Ltd (in respect of SMS and smart phone entries), Yahoo!7 Pty Limited (in respect of online entries) and GlaxoSmithKline Australia Pty Ltd (in respect of Facebook entries) 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 West Media's Privacy Policy which is available at www.sevenwestmedia.com.au/privacy. Yahoo7 will otherwise handle your personal information in accordance with Yahoo7's Privacy Policy which is available at <https://info.yahoo.com/privacy/au/yahoo/>. Our Privacy Policies contain information regarding how you can access your personal information, correct it and/ or make a complaint about our handling of your personal information and whether we disclose your personal information overseas. Without limiting the terms of our Privacy Policies, by entering, you agree that we may disclose your personal information to related entities and external service providers for research and profiling purposes as well as other purposes reasonably related to your relationship with us. In addition, by entering, you consent to Seven and Yahoo7 using your personal information for the purpose of Seven and Yahoo7 and their related entities sending you information regarding programs, products and services available through them and/ or through their business partners. You will always be given the ability to opt out of those communications.

7.4 ACT permit number: TP 15/06884, NSW permit number: LTPS/15/06048, SA permit number T15/1341.