

Terms and Conditions (Skill Based Competition)
COVER CUTIE 2015

1. Information on how to enter and prizes form part of the Terms and Conditions. Entry into this competition deems acceptance of these Terms and Conditions.
2. To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.
3. This promotion 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.
4. Entry is open to all residents of Australia except employees and immediate families of the Promoter, associated companies and agencies and participating outlets. Immediate family means any of the following: spouse, ex spouse, defacto 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. The Promoter is Pacific Magazines Pty Ltd, 8 Central Ave, Eveleigh NSW 2015 (ABN 16 097 410 896).
5. All entrants may enter as many times as they like but only one prize will be awarded per person.
6. All entrants under the age of 18 must obtain the prior permission of their legal parent or guardian over the age of 18 to enter. The parent or guardian may be called to verify consent and may be required to sign a release at the discretion of the Promoter. The release will also require the winner's parent or guardian to accept responsibility for the acts and forbearances of the winner. The release must include the full name, address and telephone number of the winner's legal guardian. Failure to provide such proof, particulars or releases will immediately invalidate the winner's entitlement to the prize, subject to State and Territory legislation.
7. Where the prize involves driving, travel or an event, winners and any companions under the age of 18 must be accompanied by their legal parent or guardian at all times. The major winner's companion must be the prize winner's legal parent or guardian.
8. The Competition may be entered by submitting an original entry via the internet at www.covercutie.com.au after purchasing either the October or November 2015 issues of Practical Parenting magazine and using the code published in either of the above issues.
9. Entrants must submit an original photograph to the Practical Parenting Cover Cutie Competition, as well as all requested contact details. Each entry must be unique and received by the Promoter prior to the competition close date and time.
10. For successful entry, you must adhere to the following image guidelines:
 - Photos must only include the baby/toddler. There should be no other parties included in the photo.
 - Photos must not include naked images. Baby or Toddler must be at least wearing a nappy.
 - It is advised that images are not edited or 'touched up' so the photo entry can be judged naturally and equally amongst other entries.
 - Photos entered must have been taken within one month of the date of submission.
 - You must have permission to enter another baby/toddler by the parent or guardian if the child you are entering is not yours
11. There will be two categories for entry into the competition – baby and toddler. To enter into each category you must adhere to the following age guidelines:
 - Baby: 0 to 12 months – born on and between 10/11/14 – 11/11/15
 - Toddler: 13 to 36 months – born on and between 11/11/12 – 09/11/14
12. The age of the Baby or Toddler must fit within either of the age categories in clause 13 as at the closing date of the competition.
13. Entrants may enter both the Baby and Toddler category, so long as each entry is in accordance with these terms.
14. All entrants must retain their original receipts, documents or tags to validate proof of purchase during the promotional period. Such evidence must, on request by the Promoter, be provided to the reasonable satisfaction of the Promoter, which demonstrates that the winner is an eligible entrant and has complied with these Terms and Conditions. Any entrant found to be sharing any receipt or other proof to demonstrate Proof of Purchase with any other entrant, whether or not related in any way, will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any awarded prize back to the Promoter. In the event that a winner cannot provide receipts, documents or tags to validate proof of purchase the Promoter will replace the winner with another drawn entrant. If the Promoter is unable to replace a winner, who cannot provide receipts, documents or tags to validate proof of purchase, the Promoter will conduct a further draw immediately. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.
15. The competition commences on **10/09/15** at 10:00 AEST and closes on **11/11/15** at 17:00 AEDT.
16. The judging panel will shortlist entrants as part of the final selection process. Shortlisted entrants may be required to submit additional or more current images for judging, in addition to the ones entered, if contacted.
17. Four (4) finalists from each category will be selected by the judging panel at the Promoter's premises on 12/11/15 11:00 AEDT. These finalists will be selected based on the creativity, originality of the entry.
18. The Promoter may select additional entries to be used as replacements in the event that the first entrant chosen as a winner cannot satisfy these Terms and Conditions or take a prize.
19. There will be an additional Reader's Choice finalist selected for each category. This will be based on a voting system and the entrant highest votes for each category will be granted a finalist spot in their

- respective categories. For clarity, there will be 5 finalists for each category: 4 judged finalists and 1 reader's choice finalist.
20. The Reader's choice voting period commences 10/09/15 at 10:00 AEST and closes 11/11/15 at 17:00 AEDT. Each finalist may be required to send additional photos and possible video footage of the child to assist in the judging process.
 21. Reader's Choice single voting will be limited to 10 votes per computer, per child, per day. Pacific Magazines reserves the right to disqualify votes for an entrant if they are seen to be voting improperly as to obtain an unfair advantage in the competition. Improper voting includes, but is not limited to, creating scripts, using multiple email accounts, multiple facebook accounts, setting up fake facebook accounts to vote and electronic tampering with the voting process. The Promoter has sole discretion to determine whether this clause has been breached. The Promoter's decision is final and no correspondence will be entered into.
 22. Reader's Choice share voting will allow users to share the entry onto their social accounts to receive an extra 10 votes per share. There are no restrictions on the amount of sharing for votes.
 23. The winner from each category will then be chosen from the 5 finalists from each category at the Promoter's premises on the 12/11/15 from 14:00 AEDT. The winner from each category will be notified on the 13/11/15 by phone and/or email.
 24. Each winner will be required to be available to participate in a full day photo shoot at a Sydney location. If the winner cannot attend the photo shoot, the runner up from that category will be awarded the major prize. The dates scheduled for the photo shoot are:
 - 24/11/15 – Arrive at Sydney accommodation.
 - 25/11/15 – Participation required in a full day photo shoot at a Sydney location.
 - 26/11/15 – Depart accommodation
 - To confirm participation as a winner, the parent/guardian and winner must be available for the dates above. The winner process will include flights from their nearest Australian capital city and 2 nights' accommodation in Sydney, for 1 parent/guardian and baby/toddler where the judging will take place. The flight portion of the prize is not available to the winner if they reside in NSW. Accommodation is not available to a winner if they reside in Sydney.
 - Dates are subject to change and the Promoter will endeavour to give the winners reasonable notice should the date of the prize event change.
 - The winner must be travelling with the parent or guardian only
 - By entering the competition, and being involved in the photo shoot, the parent/guardian acknowledges and accepts that driving, travel and any other activities comprising the prize, are inherently dangerous and may result in death, injury, incapacity, damage to property or other losses. The Promoter is not responsible for any acts of god, such as adverse weather conditions or industrial action or civil commotion that may occur whilst the winner is travelling. It is the responsibility of the prize-winner to enquire about local issues and conditions at destinations prior to travel. The Promoter does not guarantee that the winner will enjoy the travel prize or be suited to the type of travel prize that is offered.
 25. Total prize value is (up to) **\$11,190**, as at **06/08/15**.
The winner of the Baby Category will receive:
 - \$2500 cash
 - 2 nights' accommodation at a Sydney hotel (minimum 3 stars) – valued at up to \$800
 - Return flights from winner's capital city (non NSW residents only) – valued up to \$1000
 - 1 x Muze Travel System # Poppy Red – RRP \$699.00
 - Their photo on the cover of the February 2015 issue of Practical Parenting magazine (invaluable)
Winner Prize value: up to \$4,999**The winner of the Toddler Category will receive:**
 - \$2500 cash
 - 2 nights' accommodation at a Sydney hotel (minimum 3 stars) – valued up to \$800
 - Return flights from winner's capital city (non-NSW residents only) – valued up to \$1000
 - 1 x Joie Litetrax 4 Stroller Salsa – RRP \$499.00
 - Their photo on the cover of the 2015 Toddler magazine by Practical Parenting (invaluable).
Winner Prize value: up to \$4,799
 26. Prizes will be sent within 8 weeks.
 27. Winners cover photo dates are subject to change and may appear in a different issue of Practical Parenting.
 28. The 10 finalists may be published in future issues of Practical Parenting.
 29. The judging panel will consist of the editor of Practical Parenting magazine, Genevieve Quigley and/or a further representative from the team.
 30. If the Promoter is unable to contact the winner to claim fulfilment of the promotional prize or if the winner is unable to attend any element of the prize, that winner will forfeit the prize in its entirety and it shall be awarded to the next runner up in the promotion. The Promoter will not be liable for a winner who cannot be contacted and therefore forfeits their prize and no correspondence will be entered into.
 31. Each entrant warrants that the photograph is a genuine and accurate representation and that the photo has been taken within one month of the date of submission. The Promoter reserves the right to disqualify any entrant submitting an entry which, in the opinion of the Promoter, includes objectionable content, including but not limited to profanity, nudity, potentially insulting, scandalous, inflammatory or defamatory images or language. All photographs will be reviewed by the Promoter.
 32. If the Promoter is unable to contact the winner to claim fulfilment of the promotional prize or if the winner is unable to attend any element of the prize, that winner will forfeit the prize in its entirety and it shall be

- awarded to the next runner up in the promotion. The Promoter will not be liable for a winner who cannot be contacted and therefore forfeits their prize and no correspondence will be entered into.
33. Flight portion of the prize(s) not available to the winner if they reside in the same state of the prize event.
 34. In the event that for any reason whatsoever a winner does not take an element of the prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that element of the prize.
 35. Unless expressly stated in these Terms and Conditions all other expenses are the responsibility of the winners (and their companions) including but not limited to current passports, visas, meals, spending money, transport to and from departure and arrival points, transfers, drinks, incidentals, mini-bar, laundry, room service, telephone calls, activities, airport taxes (including departure taxes), fuel surcharges, energy surcharges, gratuities, services charges, travel insurance, pre and post accommodation, optional activities or excursions and all other ancillary costs. A credit card imprint or cash deposit may be required from the winner at check-in to the hotel, for all incidental charges.
 36. By entering the competition, and by collecting a prize, the winner acknowledges and accepts that driving, travel and any other activities comprising the prize, are inherently dangerous and may result in death, injury, incapacity, damage to property or other losses. The Promoter is not responsible for any acts of god, such as adverse weather conditions or industrial action or civil commotion that may occur whilst the winner is travelling. It is the responsibility of the prize-winner to enquire about local issues and conditions at destinations prior to travel. The Promoter does not guarantee that the winner will enjoy the travel prize or be suited to the type of travel prize that is offered.
 37. 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 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).
 38. One entry per product purchase. All entrants must send in a copy of their receipt(s) along with each entry submission. Entries that do not include a copy of their receipt(s) will be deemed invalid.
 39. All entrants must retain their original receipts, documents or tags to validate proof of purchase during the promotional period. Such evidence must, on request by the Promoter, be provided to the reasonable satisfaction of the Promoter, which demonstrates that the winner is an eligible entrant and has complied with these Terms and Conditions.
 40. For any cash prizes your name on your entry must be that of an eligible bank account to which a cheque can be cashed. The Promoter makes all reasonable efforts to send cheques in the names as specified in the original entry. Winning entries with only a family name or reference to a family as the entrant cannot be cashed by banks. If the winner of a cash prize is under 18, the prize will be given to the winners' parent or guardian on behalf of the winner.
 41. Photos that are copyrighted can not be submitted unless you have permission from the photographer/owner. Photos cannot be returned. By entering the competition entrants agree and understand that their written entries and/or photos may be used for promotional purposes without any further reference, payment or other compensation to the entrant and/or owner of the photograph. Entrants under the age of 18 must seek a parent or adult/guardian's permission to send any photo to the Promoter to enter a promotion.
 42. The Promoter reserves the right to amend these Terms and Conditions if this competition cannot be run as originally planned. The Promoter may also cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affect the administration security, fairness, integrity or proper conduct of this competition. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition.
 43. The Promoter and their associated agencies and companies will not be liable or responsible for any problems or technical malfunction of any telephone network or lines, computer on line systems, servers, or providers, computer equipment, software, technical problems of the phone or of any phone network, or any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur; whilst undertaking any travel won on or connected with their entry; in the participation in any prize; as a consequence of late, lost or misdirected mail, email SMS or phone call; 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; any injury or damage to entrant's or any other person's computer software or phone; or any combination thereof, related to or resulting from participation or sending or receiving of any communication or of any materials in this competition.
 44. All entrants must submit ONLY their own original answers, designs and works. Any such answers, designs or works cannot be previously published in any forum worldwide. All entries become the property of the Promoter and cannot be returned. Entries that are found to have been derived from the designs of a third party will be considered invalid and, if awarded a prize, that prize must be returned to the Promoter. The winner may be required to sign a statutory declaration regarding the originality of the entry. Without limiting the generality, the Promoter reserves the right to take legal action against anyone found to have breached this term. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation are reserved.

45. Any entrant found to have (a) be used any form of software or third party application to enter multiple times (including scripting software), (b) used a third party (including online competition entry site) to enter on their behalf or (c) entered incorrect contact details, including incorrect email contact details, will have all entries invalidated and any claim to the Prize will be invalidated. If such an entrant is awarded the Prize and then found to have breached this clause, the entrant must immediately return the Prize to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
46. If the prize (or an element of the prize) is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize (or an element of the prize) for a prize of equal or greater value, subject to State Regulation. 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. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
47. The Promoter highly recommends a current residential street address be provided when requested for ease of correspondence and potential prize delivery. The Promoter makes all reasonable efforts to deliver prizes to the addresses provided by competition entrants. The Promoter cannot guarantee that any prizes returned to the Promoter due to non-delivery at the provided address will be re-sent to the prize winner.
48. The Promoter reserves the right to request winners to sign a winner's deed of release or any other relevant forms or agreements that the Promoter deems necessary, to provide proof of identity, proof of age, proof of residency at the nominated prize delivery address and/or proof of entry validity (including phone bill) 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 will forfeit the prize in whole and no substitute will be offered.
49. The Promoter reserves the right to rejudge in the event of an entrant, claiming to be a winner, being unable to satisfy these Terms and Conditions.
50. The judges' decision in relation to any aspect of the competition is final and binding on each person who enters. Chance plays no part in determining any winner. No correspondence will be entered into. No responsibility is accepted for late, lost or misdirected entries. Prizes are subject to availability, not transferable or exchangeable and, with the exception of cash prizes, cannot be taken as cash. Prizes will be sent to the winner's nominated address as stated in their original entry. The Promoter and their associated agencies, and companies associated with this promotion will take no responsibility for prizes damaged or lost in transit.
51. All entries and any copyright subsisting in the entries become and remain the property of the Promoter who may publish or cause to be published any of the entries received. Pacific Magazines Pty Ltd (ABN 16 097 410 896) and its related entities ("Pacific"), 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. Pacific will otherwise handle your personal information in accordance with Seven West Media'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, you agree to the terms of the Privacy Policy. Without limiting the foregoing, Pacific 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 Pacific. In addition, by entering this competition, you consent to Pacific using your personal information for the purpose of Pacific and its related entities sending you information regarding programs, products and services available through them and/or through their business partners, and to Pacific 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.
52. In participating in the prizes, the winners agree to participate and co-operate as required in all editorial activities relating to the Competition, including but not limited to being interviewed and photographed. The winners (and their companions) agree to granting the promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide, including online social networking sites, and the winners (and their companions) will not be entitled to any fee for such use.
53. Prize winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of that prize.
54. Nothing in these Terms and Conditions limit, exclude or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State 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.
55. 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) use of a prize.