

# “KFC ORIGINAL YOU” PROMOTION

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## 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. Entry is only open to Australian residents aged 12 years or over who are available to travel to Sydney, NSW from 22/11/2015 – 25/11/2015 if selected as the winner.
3. 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 their associated agencies and companies are not eligible 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 at 9:00am AEDST on 25/10/2015 and closes at 9:00am AEDST on 08/11/2015 (“**Promotional Period**”).
6. To enter, individuals must complete the following steps during the Promotional Period:
  - a) visit [www.yahoo7.com.au/Originalyou](http://www.yahoo7.com.au/Originalyou);
  - 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) add the details of their favourite song and describe how it makes them feel in twenty-five (25) words or less;
  - f) agree to the Terms and Conditions by ticking the relevant tick box; and
  - g) submit the fully completed entry form so that it is received during the Promotional Period.
7. Incomplete or indecipherable entries will be deemed invalid. If any entry field is incomplete the entry 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 Seven Network, 38-42 Pirrama Road, Pyrmont, NSW 2009 on 10/11/2015 at 10:00am 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 on 11/11/2015 using the winner's entry details and will be advised that they are the provisional winner subject to verification. The winner must respond within forty-eight (48) hours to accept the prize and agree to the Terms and Conditions of the prize. If the prize winner does not respond within the required time, the prize will be allocated to the next best entry as judged by the panel of judges. The Promoter will not be liable for failure of a winner to respond to the Promoter's email or telephone contact attempts, and no further correspondence will be entered into.
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 a trip for two (2) people to Sydney, NSW valued at up to \$5,000 (including GST) depending on point of departure. Prize will include:
  - Two (2) x return economy class flights (for the winner and one (1) guest) from the winner's closest Australian state capital city airport to Sydney, NSW, departing on 22/11/2015 and returning from Sydney on 25/11/2015 (only provided if winner resides outside of NSW);
  - Return transfers from airport to hotel in Sydney;
  - Three (3) night's accommodation at a minimum 4\* accommodation (twin/double share) including daily breakfast (exact room type and breakfast menu to be determined by the Promoter);
  - Return private transfers to The X Factor Top 3 Performance Show (23/11/2015) and The X Factor 2015 Grand Finale winner announcement show (24/11/2015). If the winner resides in NSW, the transfers to the shows are limited to within a 30km radius of the X Factor studios;
  - two (2) x tickets to The X Factor Top 3 Performance Show (23/11/2015);
  - two (2) x tickets to The X Factor 2015 Grand Finale winner announcement show (24/11/2015); and

- an X Factor Back Stage Tour (To be confirmed by the Promoter);

If the winner is from NSW, then the prize does not include airfares and airport transfers, and the airfare and airport transfer components of the prize are not redeemable for cash.

Spending money, additional meals, insurance, transport to and from departure point, additional transfers, items of a personal nature, in-room charges and all other ancillary costs are not included. Prize must be taken to coincide with the X Factor Top 3 performance show on 23/11/2015 and the X Factor 2015 Grand Finale winner announcement show on 24/11/2015 with flights departing on 22/11/2015 and returning on 25/11/2015 and is subject to booking and flight availability. Accommodation element of the prize is valid for check in on 22/11/2015 and check out on 25/11/2015 only.

15. The winner and his/her companion must depart from and return to the same departure point and travel together. Itinerary 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 may be required to present their credit card at time of accommodation check in. The winner and their companion are responsible for ensuring that they have any valid identification and/or travel documentation. Prize is subject to the standard terms and conditions of individual prize and service providers.
16. If the winner or their companion is under the age of 18 they must be accompanied by a parent or legal guardian over the age of 18 in acceptance of the prize. If the winner of the prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian, on the winner's behalf. During the entire duration of the prize, a nominated parent or guardian must accompany any person under 18 years of age.
17. The winner may select a guest aged 12 years of age or above, however, all guests under 18 years of age must travel with their parent or legal guardian.
18. The prize winner and their companion are responsible for travel to and from their place of residence to their nearest capital city airport. The winner and their companion must travel to and from the same capital city, on the same flight and follow the same itinerary.
19. Winner will be required to sign a prize acceptance form including liability and publicity waiver within forty-eight (48) hours of original notification to claim the prize to formally accept the prize.
20. The prize winner and their companion must be able to travel on the specified dates (22/11/2015 to 25/11/2015) to coincide with The X Factor Grand Finale. If they are unable to do so a new winner will be selected from the pool of reserve entries.
21. No compensation or alternative travel plans will be arranged should the prize winner and/or their guest miss their outbound or return flights or fail to meet any check in requirements for any reason. These costs will be the responsibility and expense of the winner and their travel companion.

22. Unless expressly stated in these terms and conditions all other expenses become the responsibility of the prize winner and their companion including but not limited to all incidentals, mini-bar, laundry, room service, telephone calls and all other ancillary costs.
23. Once booking is confirmed no changes are allowed, unless otherwise authorised by the Promoter in its absolute discretion and if permitted will incur a fee of \$150 including GST plus supplier charges which are payable by the winner.
24. Travel suppliers/airlines to be chosen at the discretion of 33 Degrees Worldwide Pty Ltd ("**Prizing Agency**").
25. Comprehensive travel insurance is highly recommended and at the expense of the winner. If the winner chooses not to purchase travel insurance they will be required to complete a travel insurance waiver form acknowledging that they understand the benefits of travel insurance but decline to take out a policy.
26. In the event that an element of the prize is cancelled or postponed for any reason, the winner forfeits that specified element and no cash alternative offer will be granted in lieu of the part of the prize.
27. If for any reason the winner does not take/redeem the prize (or an element of the prize) then the prize (or that element of the prize) will be forfeited.
28. The winner agrees they will not sell or otherwise provide their story and/or photographs to any media or other organisation.
29. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the Prizing Agency's requirements. To the extent of any inconsistency with these Terms and Conditions, the terms and conditions of the Prizing Agency will prevail.
30. If the prize (or any 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.
31. The X Factor Top 3 Performance show and the X Factor 2015 Grand Finale winner announcement show tickets are subject to the event venue and ticket terms and conditions, including any applicable age restriction. The Promoter and event organisers hereby expressly reserve the right to eject the winner (and/or his/her companion) for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.
32. Total prize pool value is up to \$5,000.
33. The prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash.
34. Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to comments and answers to the promotional question ("**Content**").

The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:

- (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
- (b) their Content shall not contain viruses or cause injury or harm to any person or entity;
- (c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
- (d) the Content is the original literary/artistic work of the entrant that does not infringe the rights of any third party;
- (e) they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant that they have the full authority to grant these rights; and
- (f) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.

- 35. 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 (which shall include Content) for any purpose, including but not limited to the purposes of uploading and publicly displaying the entries, promoting this promotion, any products manufactured, distributed and/or supplied by, and/or any future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.
- 36. 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.
- 37. 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.
- 38. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.

39. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
40. 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) 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.
41. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its 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 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) if the X Factor Top 3 Performance show and/or the X Factor 2015 Grand Finale winner announcement show is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a winner or entrant; or (g) taking/use of and/or participation in the prize.
42. As a condition of accepting the prize, the winner (and his/her companion) 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 a winner or winner's companion is 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.
43. Entry details remain the property of the Promoter. Yahoo!7 Pty Ltd (in respect of online 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 promotion, 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 promotion, 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.

44. The Promoter is Seven Network (Operations) Limited (ABN 65 052 845 262) of 38 - 42 Pirrama Road, Pyrmont NSW 2009.