

## Channel Seven Better Homes and Gardens – Family Parks Ultimate Camping Giveaway Terms and Conditions

By entering the **Better Homes and Gardens – Family Parks Giveaway** 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 18 years of age and older in Australia where the Channel Seven signal is received.
- 2.2 Employees and the immediate families of Seven Network (Operations) Limited, Mnet Mobile Pty Ltd, Family Parks Limited, Johnno's Australia Pty Ltd, and their associated agencies and companies are not eligible to enter.

## 3. HOW TO ENTER

- 3.1 The Competition commences on **Friday 12 February 2016 at 19:00 (AEDT)** and concludes on **Monday 15 February 2016 at 10:00 (AEDT)** ("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 **19 775 777** (Charge \$0.55 Helpline 1300 851 419);

b) telephone **1902 55 77 05** (Charge \$0.55 fixed – Helpline 1300 851 419), and register their name, address (including postcode) and contact daytime telephone number (including STD area code).

- 3.4 Entrants may enter as many times as they like, however can only win one prize (except for SA residents who are entitled to win more than one prize).
- 3.5 For SMS entrants, 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.
- 3.6 Entries must be received by **Monday 15 February 2016 at 10:00 (AEDT).** The time of entry will in each case be the time the SMS message, smartphone entry or 1902 telephone call is received by the Mnet Mobile Pty Ltd database.
- 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. <u>PRIZES</u>

- 4.1 There will be **two (2)** prize winners who will receive the prize package detailed in clause 4.2.
- 4.2

Number	Full Details	RRP (AUD)
2 x Prize Packages	<ul> <li>\$2,000 worth of Family Parks Vouchers to be used at any Family Parks location across Australia and New Zealand.</li> </ul>	\$2,000
	<ul> <li>\$15,000 Johnno's Camper Trailer Voucher to be put towards the custom manufacture of a camper trailer from the Johnno's range.</li> </ul>	\$15,000
	TOTAL INDIVIDUAL PRIZE PACKAGE VALUE	\$17,000
	TOTAL MAXIMUM PRIZE POOL VALUE	\$34,000

**Total Maximum Prize Pool Value is \$34,000** and is correct as at the date of printing. The Promoter accepts no responsibility for change in prize value between now and the date on which the prize is taken. Once the prize is accepted, the Prize Winners must deal directly with the Prize Sponsor should there be any complications.

4.3 It is a condition of accepting the prize package that the winner must comply with all the terms and conditions set in this document, including the following:

#### **Family Parks**

- a) The Family Parks vouchers must be redeemed by the expiry date (Friday 01 December, 2017). The vouchers cannot be sold or exchanged for cash. After the expiry date, any unused vouchers become void.
- b) The vouchers will be awarded to each winner as a number of smaller value vouchers totaling the amount of \$2,000 (i.e. 15 x \$100 vouchers and 10 x \$50 vouchers for each winner).
- c) The vouchers are not transferable or redeemable for cash.
- d) The Family Parks Vouchers are redeemable at any Family Parks location in Australia or New Zealand. Family Parks locations can be found on the website <u>http://www.familyparks.com.au/</u>
- e) Accommodation at any Family Parks location is subject to availability. A voucher must be mentioned at the time of booking and presented for payment on check in. If a purchase exceeds the amount of the Family Parks voucher then the Winner must contribute the difference in value.
- f) A voucher may be used in part or in full in one transaction, however, if a voucher is not used in full in one transaction, any remaining balance on that single voucher will be forfeited and cash will not be refunded in exchange for any unused balance.
- g) The winner and their companions must abide by all terms and conditions set by the Promoter and the relevant Family Parks holiday park.
- h) If a Family Parks voucher is lost, stolen or destroyed, it cannot be replaced or refunded.
- i) In the event of a query or a dispute in relation to the vouchers or any accommodation purchased with the vouchers, the Winner must contact Family Parks on 1300 855 707 or <u>info@familyparks.com.au</u>. Unless expressly stated in these terms and conditions all other expenses become the responsibility of the Winner.

#### Johnno's Camper Trailers

- a) The winner must make initial contact with Johnno's Australia within 2 months of receipt of the voucher to confirm their intention to use the voucher and commence discussions around the trailer they would like to purchase.
- b) Camper trailer selection must be made within 6 months of receipt of the voucher.
- c) The Johnno's vouchers are redeemable at any store located within Australia. Store locations can be found on the website: <u>http://www.johnnoscampertrailers.com.au/retail-network/</u>
- d) The Johnno's vouchers are to be used towards the manufacture of a custom camper trailer chosen by the Winners.
- e) No refunds will be given if the chosen camper trailer value is less than the prize value.
- f) The Johnno's vouchers are not redeemable on alternative products.
- g) Once the prizes have left the Prize Sponsor's premises, the Promoter takes no responsibility for prizes damaged, delayed or lost in transit.
- h) Comprehensive insurance, additional options and all ancillary costs (including travel to and from the Johnno's pick up location in the Winner's nearest capital city) are the responsibility of the prize winner.
- Once manufactured, the Johnno's camper trailer will be delivered to the closest local Johnno's Camper Trailer store location, and that particular store will contact the prize winner to arrange a date for the winner to pick up the trailer. Delivery will be within 55 days of winner confirmation unless advised by the Prize Sponsor. The prize winner will receive written notification of the delivery date from the Prize Sponsor.
- 4.4 If any portion of the Prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the Prize, or any element of the Prize, for an element of similar theme and of equal value, subject to State regulation and subsequent approval. The Promoter is not responsible for any cancellation, postponement, delay or rescheduling of any element of the Prize. Any costs, without limitation, incurred, will be the sole responsibility of the Prize Winner.
- 4.5 In the event that for any reason a Winner does not use any element of the prize within the timeframes set out in these terms and conditions, then that element of the prize will be forfeited and there will be no compensation awarded in lieu of that element of the prize.
- 4.6 By accepting the Prize, the Winners agree to allow their names and/or suburb and/or state to be broadcast on Channel Seven as part of a graphically represented 'Winner announcement' at a date to be determined by the Promoter.

- 4.7 By accepting the prize, the Winners agree to participate in and co-operate as required with all reasonable media editorial requests relating to the prize, including but not limited to, being interviewed and photographed, filmed and/or chaperoned throughout the duration of the prize.
- 4.8 Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
- 4.9 The prizes cannot be redeemed for cash and are not transferable or exchangeable in any way.
- 4.10 The Winners agree they will not sell or otherwise provide their story and/or photographs to any media or other organization.
- 4.11 Full details of prizes can be obtained by telephoning the Seven Network in each state on Sydney 02 8777 7777; Melbourne 03 9697 7777; Adelaide 08 8342 7777; Brisbane 07 3369 7777; Perth 08 9344 0777.

# 5. <u>HOW TO WIN</u>

- 5.1 There will be **two (2)** prize winners drawn from the national pool of 1902 and SMS entrants. 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 or smartphone entry has passed through the Telco carriers network to Mnet Mobile Pty Ltd database or phoned the 1902 number registered all details required by **Monday 15 February 2016 at 10:00 (AEDT)** ("Qualifying Entrant") will be entered into the draw. Entries that do not comply with any of the 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 **Monday 15 February 2016 at 10:10 (AEDT)**.
- 5.2 The prize winners will be notified by a phone call from the Seven Network Marketing department on the day of the draw, and a letter advising the Winners of their prizes will also be express posted. The Winners' entry details will be published in the Public Notes section of The Australian newspaper on **Monday 22 February 2016.**
- 5.3 The Promoter's decision is final and the Promoter will not enter into correspondence regarding the result.
- 5.4 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.
- 5.5 It is a condition of accepting the prize that the Winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
- 5.6 Subject to state government legislation if the prize winner is not contactable or has not contacted the promoter by Monday 16 May 2016 an unclaimed prize draw will take place at Mnet Mobile Pty Ltd, Level 1, 16 Anster Street, Adelaide, South Australia 5000 on Tuesday 17 May 2016 at 10:00 AEST and Winner(s) will be notified by mail and their details published in the Public Notes section of The Australian newspaper on Monday 23 May 2016 if required.

# 6. <u>NO LIABILITY</u>

- 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 Seven Network (Operations) Limited, Mnet Mobile Pty Ltd, Family Parks Limited, Johnno's Australia 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, Family Parks Limited, Johnno's Australia 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 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, Mnet Mobile Pty Ltd, Family Parks Limited, Johnno's Australia Pty Ltd and associated agencies and companies assume no responsibility for any error, omission, interruption,

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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 DETAILS

- 7.1 **PROMOTER**: The Promoter is Seven Network (Operations) Limited (ABN 65 052 845 262) of 38-42 Pirrama Road, Pyrmont, NSW 2009.
- 7.2 **PRIZE SPONSORS**: The Prize Sponsor for the Family Parks Voucher is Family Parks Limited (ABN 33 137 903 229) of Suite 2, Level 3, 68 Commercial Road, Newstead QLD 4006. The Prize Sponsor for the Johnno's Camper Trailer Voucher is Johnno's Australia Pty Ltd as trustee for the Johnno's Australia Trust (ABN 81 778 133 849) of Shed 1, 2 Phillip Court, St Helens QLD 4650.
- 7.3 PRIVACY POLICY: Entry details remain the property of the Promoter. MNet Mobile Pty Ltd (in respect of SMS and 1902 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'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 PERMIT NUMBERS: ACT permit number: TP 16/00170, NSW permit number: LTPS/16/00657, SA permit number: T16/149.