



**Better Homes and Gardens: KitchenAid Competition
Terms and Conditions**

By entering the “**Better Homes and Gardens: Kitchen Aid 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 and older where the Channel Seven and its affiliated networks (“Affiliates”) signals are received.

2.2 Employees (and their immediate families) of Seven Network (Operations) Limited, Mnet Mobile Pty Ltd, KitchenAid 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 6 May 2016 at 19:00 AEST** and concludes on **Monday 9 May 2016 at 10:00 AEST** (“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).

c) Use your smartphone to log on to <https://enter7.tv/bhg> and click on the Better Homes and Gardens competition link, complete required details 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 - Helpline 1300 851 419) (“MOB”).

3.4 All entrants in the Competition may enter as many times as they like but only one prize will be awarded per person. Residents of South Australia are entitled to win more than one prize if drawn more than once.

3.5 For SMS and MOB 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 9 May 2016 at 10:00 AEST**. The time of entry will in each case be the time the SMS message or 1902 telephone call or MOB entry 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. PRIZES

4.1 There will be **fifteen (15)** prize winners who will each receive one prize package detailed in clause 4.2.

4.2

Number	Full Details	RRP (inc. GST)
15 x Prize Packages	Each winner will win the following prize package: One KitchenAid Cook Processor (Candy Apple Red).	\$1,999
	TOTAL MAXIMUM PRIZE POOL VALUE	\$29,985

Total maximum value prize package value is **\$29,985.00**. 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 In accepting the prize package, the winner must agree to the following conditions:
- a) The winner must be available to take delivery of the product within business hours, and must be contactable by phone on the day of delivery.
 - b) Prize Winners must allow up to two months for prizes to be delivered from the date of their confirmation winner's letter unless otherwise stated in these terms and conditions.
 - c) The KitchenAid prize pack detailed in clause 4.2 will be supplied in the colour 'Candy Apple Red' only.
 - d) If for any reason the cook processor is not available (in stock), a replacement product to equal or greater value will be chosen by the Promoter subject to state government legislation. The cost of installation of any portion of or additional part of the prize, or anything ancillary to the prize but not specified in clause 4.2 above is at the cost of the winner.
 - e) It is the responsibility of the winner to register their products for warranty either online at www.kitchenaid.com.au or registering by phone contacting 1800 990 990.
- 4.4 The winners agree they will not sell or otherwise provide their story and/or photographs to any media or other organisation.
- 4.5 It is a condition of accepting the prize that the winners must comply with all the conditions of use of the prize and Prize Sponsor's requirements.
- 4.6 Prizes cannot be redeemed for cash and are not transferable or exchangeable.
- 4.7 Once the prize is accepted, the prize winner must deal directly with the Prize Sponsor should there be any complications.
- 4.8 Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
- 4.9 In accepting the prize the winners agree to participate in and co-operate with all reasonable media editorial requests, including but not limited to, being interviewed and photographed, and the winners grant the Promoter and the Prize Provider 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.
- 4.10 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. HOW TO WIN

- 5.1 There will be **fifteen (15)** prize winners drawn from the national pool of 1902, MOB 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 MOB entry, SMS message has passed through the Telco carriers network to Mnet Mobile Pty Ltd's database or phoned the 1902 number and registered all details required by **Monday 9 May 2016 at 10:00 (AEST)** will be entered into the draw ("Qualifying Entrant"). The draw will be held at Mnet Mobile Pty Ltd, Level 1, 16 Anster Street, Adelaide SA 5000 on **Monday 9 May 2016 at 10:10 (AEST)**.
- 5.2 A member of the Seven Network Marketing department will contact the winners by a phone call within two days of the draw and a letter advising the winner of their prize will also be express posted. The winners' entry details will be published in the Public Notes section of The Australian newspaper on **Monday 16 May 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 (and any companions) 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 winners have not claimed their prize by **Monday 8 August 2016** an unclaimed prize draw will take place at Mnet Mobile Pty Ltd, Level 1, 16 Anster Street, Adelaide, South Australia 5000 on **Tuesday 9 August 2016 at 10:00 AEST** and winner(s) will be notified by a phone call on the day of the draw and a letter advising the winner of their prize will also be mailed. The winner's entry details will be published in the Public Notes section of The Australian newspaper on **Monday 15 August 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 Seven Network (Operations) Limited, Mnet Mobile Pty Ltd, KitchenAid 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, KitchenAid 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 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 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 associated agencies and companies 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.

PROMOTER AND PRIZE SPONSOR DETAILS

- 7.1 The Promoter is 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 KitchenAid Australia Pty Ltd (ABN 50 601 363 419) of 6-8 Billbrooke Close, Cameron Park, NSW 2285.
- 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 PERMITS: ACT permit number: TP 16/00778, NSW permit number: LTPS/16/03113, SA permit number: T16/694.