

## Channel Seven My Kitchen Rules and The Good Guys Win a \$30,000 Kitchen or \$20,000 Cash Terms and Conditions

By entering the "My Kitchen Rules and The Good Guys Win a \$30,000 Kitchen or \$20,000 Cash" ("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 clauses 2.2 to 2.5, entry is open to all residents of Australia, who are aged 18 years of age or older, where the Channel Seven (and affiliates) signal is received.
- 2.2 In order to be eligible to win the Kitchen prize, the entrant must be the registered home owner of the premises in which the prize is to be installed. If the Prize Winner is not the home owner of their premises or not in an area that The Good Guys Kitchens services i.e If the winner is a resident of SA, WA, TAS, NT or lives outside 100km radius of Sydney, Central Coast NSW, Canberra, Melbourne or Brisbane the winner will be ineligible to choose the Kitchen Package Prize and will receive the \$20,000 cash prize.
- 2.3 Homeowners located in Western Australia (WA), Northern Territory (NT), South Australia (SA) and Tasmania (TAS) are not eligible to win the Kitchen prize unless they also have a registered home premises in ACT, NSW, QLD, or VIC. In the event that an entrant does not meet the requirements for the Kitchen prize and therefore not eligible to win the Kitchen prize, they will be entered into the Cash prize.
- 2.4 In the event a winner's home resides outside a 100km radius of a participating The Good Guys Kitchen Store in NSW/QLD/ACT/VIC (participating stores can be found at https://www.thegoodguys.com.au/kitchen-design/contact-us-locations/store-locations or by calling 1300 764 737), they are ineligible to win the cabinetry and bench top portion of the prize. The winner will be awarded an alternative prize of \$15,000.00 Cash payable by cheque. Full prize conditions are listed in Clauses 4.2-4.4.
- 2.5 Employees and their immediate families of the Seven Network (Operations) Limited, The Muir Electrical Company Pty Limited, Ansible Pty Ltd and their associated agencies and companies are not eligible to enter.

# 3. <u>HOW TO ENTER</u>

- 3.1 The Competition commences Sunday 5 February 2017 at 09:00 AEDT and concludes on Sunday 30 April 2017 at 23:59 AEST ("the Competition Period").
- 3.2 In order to enter, viewers must watch the Seven Network and affiliates, when a Competition segment will be aired inviting viewers to enter.
- 3.3 In order to enter the draw, entrants must:
  - a) send a text message/SMS registering their full name, email address and postcode to 1977 1717 (Charge \$0.55 Helpline 1300 851 419), OR
  - b) enter online at https://au.tv.yahoo.com/my-kitchen-rules/win/the-good-guys/ and complete the entry form with their full name, mobile number, postcode and email address.
- 3.4 Entries are limited to one (1) SMS per person per mobile phone number and one (1) Online entry per person per email address.
- 3.5 Entries must be received by **Sunday 30 April 2017 at 23:59 AEST.** The time of entry will in each case be the time the SMS message or Online entry is received by Ansible Pty Ltd SMS database and Yahoo!7 online database.
- 3.6 Each SMS 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.
- 3.7 Any online entries determined to be "scripting", in the absolute discretion of the Promoter, will be deemed invalid and not accepted. Those deemed to be scripters will be blocked and their entries null and void for the full duration of the competition.
- 3.8 SMS entrants will receive a reply message to their entry.
- 3.9 Each SMS entry will be charged at premium rate, namely \$0.55 (including GST), which covers the entry and the reply message. Any cost associated with accessing the online entry website is the entrant's responsibility and is dependent on the internet service provider used.

# 4. PRIZES

4.1 There will be **One (1)** Winner who will receive one (1) of the prize packages detailed in clause 4.2

# 4.2 Kitchen Prize Details

Number	Full Details	RRP
1 x Prize	<ul> <li>Subject to winner meeting the entry requirements defined in Clause 2.2, the Kitchen prize package consists of the following components:</li> <li>The First Component is valued up to \$20,000.00 RRP and includes kitchen cabinets with Hettich ArciTech soft-closing drawers and Silestone or Laminate bench tops from The Good Guys Kitchens.</li> <li>The Second Component of the prize is valued up to \$5,000.00 RRP to be used towards a combination of Whirlpool branded ovens, cooktops, range hoods and refrigerators as well as Oliveri branded sinks and taps at The Good Guys.</li> </ul>	\$30,000.00
	<ul> <li>The Third Component of the prize is valued up to \$5,000 RRP including GST and includes design, delivery and labour for installation of the kitchen package</li> </ul>	

TOTAL MAXIMUM PRIZE VALUE	\$30,000.00
Please refer to Clauses 4.3 and 4.4 for further information	
installation of the kitchen package.	

### OR

### **Cash Prize Details**

Number	Full Details	RRP
1 x Prize	In the event the winner does not meet the entry requirements listed in Clauses 2.2, 2.3 or 2.4 the Cash prize package consists of the following:	\$20,000.00
	• \$20,000.00 Cash (payable by Electronic Funds Transfer(	
	TOTAL MAXIMUM PRIZE VALUE	\$20,000.00

Total maximum prize pool value for the prize is up to \$30,000.00. 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 Kitchen prize, the entrant acknowledges that the following is not included in the prize and is at the expense of the winner:
  - a) Kitchen lighting and glass splashbacks, tiles, flooring and other kitchen accessories.
  - b) Any gas, electricity, water or associated costs incurred in before, during or after the claiming, installing and using of the Prize.
  - c) Any accommodation, meals or other spending money incurred in relation to or ancillary to claiming or using the Prize.
  - d) Any other ancillary or incidental expenses incurred in connection with the prize, whether before, during or after installation.
  - e) Any insurances or taxes.
  - f) Any construction, electrical, tiling or plumbing services.
  - g) Any ongoing maintenance costs.
  - h) Any costs in excess of the allocated budget per component of the prize or (i) any other ancillary costs associated with redeeming this prize.
- 4.4 The winner of the Kitchen prize is responsible for all of the trade works (other than the actual kitchen installation) such as plumbing, electrical and tiling. Much of this will need to be completed before the kitchen can be installed. The Good Guys Kitchens team will make all reasonable attempts to assist the winner with contacts for these trades. The Muir Electrical Company Pty Limited will not be responsible for any costs associated with this assistance and The Muir Electrical Company Pty Limited will not be held responsible or liable for any services or goods these traders provide and The Muir Electrical Company Pty Limited make no warranties on their behalf.
- The Kitchen Prize must be redeemed by 15<sup>th</sup> April 2018. The Good Guys Kitchens team will contact the winner to organise the redemption of the prize. 4.5
- 4.6 In the event the Winner receives the Cash prize, they will be awarded their prize by EFT (Electronic Funds Transfer) within twenty eight (28) days of confirmation of prize. The Winner must hold an Australian bank account and is the responsibility of the Winner to ensure all care is taken to provide their correct bank account details for the money to be transferred. The Promoter nor the Sponsor will not be responsible for the Winner not receiving the funds if as a result of incorrect details supplied.
- 4.7 In accepting the prize the winner agrees to participate in and co-operate with all reasonable media editorial requests, including but not limited to, being interviewed and photographed, and the winner grants the Promoter and Sponsor a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide and the winner will not be entitled to any fee for such use.
- 4.8 The Sponsor reserves the right to photograph the completed kitchen within two months of completion and use these images for advertising and publicity purposes including but not limited to social media, events, catalogue, TVC, The Good Guys website, third party websites or publications.
- 4.9 The winner agrees they will not sell or otherwise provide their story and/or photographs to any media or other organisation.
- It is a condition of accepting the prize that the winner and their guests must comply with all the conditions of use of the prize and the Sponsor's requirements. 4.10
- 4.11 In the event that an element of the prize outlined in the above is cancelled or postponed for any reason, the Promoter reserves the right to substitute with a similar product of equal or greater value, subject to state regulations. If the winner forfeits a specified element, no cash alternative offer will be granted in lieu of the part of the prize.
- 4.12 Prizes are not redeemable for cash and are not transferrable or exchangeable, unless stipulated in these terms and conditions.
- 4.13 Once the prize is accepted, the winner must deal directly with the Sponsor.
- 4.14 Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
- 4.15 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 one (1) winner drawn from the national pool of SMS and Online 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 has passed through the Telco carriers network to Ansible Pty Ltd database or entered Online with all the required details by Sunday 30 April 2017 at 23:59 AEST ("Qualifying Entrant") will be entered into the draw. Entries that do not comply with any of the terms and conditions may be deemed invalid. The draw will take place at Ansible Pty Ltd, Level 1, 16 Anster Street, Adelaide, South Australia 5000 on Tuesday 2 May 2017 at 10:00 AEST.
- 5.2 The winner will be notified by a phone call from the Promoter on the day of the draw, and a letter advising the winner of their prize will also be express posted. The winner's entry details will be published in the Public Notes section of The Australian newspaper on Monday 8 May 2017.
- 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 The Promoter and Sponsor reserve the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residential ownership) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions. Thus, if there is a dispute as to the identity or location of the entrant's registered ownership premises, the Promoter reserves the right, in their sole discretion, to determine the identity of the entrant and to determine if the winning entrant is in fact a registered homeowner within NSW, ACT, QLD or VIC.
- 5.6 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.
- Subject to state government legislation, the winner must accept their prize by 11:00 AEST on Wednesday 2 August 2017. In the event of an unclaimed prize, an 5.7 unclaimed prize draw will take place at Ansible Pty Ltd, Level 1, 16 Anster Street, Adelaide, South Australia 5000 on Wednesday 2 August 2017 at 12:00 AEST and the winner will be notified by mail and their details published in the Public Notes section of The Australian newspaper on Wednesday 7 August 2017 if required.

#### **NO LIABILITY** 6.

- 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, Ansible Pty Ltd, The Muir Electrical Company Pty Limited and their associated agencies and companies will take no responsibility for prizes damaged or lost in transit, or late, lost or misdirected mail.
- Seven Network (Operations) Limited, Ansible Pty Ltd, The Muir Electrical Company Pty Limited and their associated agencies and companies will not be liable for 6.3 any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur:
  - a) during the draw;
  - b) in the acceptance, participation or use of any element(s) of the prize;

  - c) as a consequence of late, lost or misdirected mail;
  - 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 d) member, journalist, other entrants or any other person;
  - in relation to failure of an SMS entry message to be received by the Promoter on account of technical problems or traffic congestion; or e)
  - 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 and its 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.
- 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, 6.5 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 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.

# 7. PROMOTER AND SPONSOR'S DETAILS

- 7.1 The Promoter is the Seven Network (Operations) Limited (ABN 65 052 845 262) of Level 2, 38-42 Pirrama Road, Pyrmont, NSW 2009.
- 7.2 The Sponsor is The Muir Electrical Company Pty Limited (ABN 88 004 453 945) of 15 Vaughan Street, Essendon Fields VIC 3041, trading as The Good Guys.
- 7.3 Entry details remain the property of the Promoter. Ansible Pty Ltd (in respect of SMS entries) and Yahoo!7 (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 Competition, including for the purpose of identifying and notifying the winner 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 the mission directly. We will always provide you with the ability to opt out of those communications. www.sevenwestmedia.com.au
- 7.4 ACT permit number: TP 17/XXXXX, NSW permit number: LTPS/17/XXXXX, SA permit number: 17/XXXXX