

CHANNEL SEVEN
SUNRISE “ORD VALLEY MUSTER” PROMOTION
TERMS AND CONDITIONS

By entering the Sunrise Ord Valley Muster’ Promotion, 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, over the age of 18 years, where the Channel Seven and affiliate broadcasting signals are received.

2.2 Employees and their immediate families and friends of Seven Network (Operations) Limited, Western Australian Tourism Commission and their associated agencies and companies are not eligible to enter.

3. HOW TO ENTER

3.1 The competition commences on Sunday 12 March 2017 at 7.00am (AEDT) and concludes on Sunday 19 March 2017 at 6.00pm (AEDT) (“the Competition Period”).

3.2 In order to enter, viewers must:

- a) log onto the Sunrise website (yahoo.com/sunrise) and register their full name, address (including state and postcode), email address;
- b) answer the Competition question ‘why you want to discover the Kimberley’ in 25 words or fewer and submit their entry.

3.3 Entries must be received by Sunday 19 March 2017 at 6.00pm (AEDT).

3.4 Winners must be 18 years of age or over.

3.4 Entries are limited to one entry per person per email address.

3.5 The entry must be:

- (a) the original independent creation of the entrant; and
- (b) free from any claims, including but not restricted to copyright or trademark claims, by other parties.

3.6 Entry details remain the property of the Promoter and will not be returned to the entrant. The winners agree to grant the Promoter a perpetual and non-exclusive licence to use their entries in all media worldwide and the winners will not be entitled to any fee for such use.

4. PRIZES

4.1 There will be one (1) major prize winner of the Competition. The prize is for a winner and a guest of their choice. The prize includes:

- 2 x return economy airfares to Kununurra from nearest Australian capital city
- 4 nights Accommodation at Kununurra Country Club Resort in King Room
- 2 x Kimberley Moon Experience – Kimberley Fine Diamonds Corporate Circle tickets
- 2 x Fervor Breakfast tickets
- 2 x Durack Dinner with Colin Fassnidge tickets
- 2 x Kimberley Kitchen with Colin Fassnidge tickets
- HeliSpirit Heli-picnic Tour
- Triple J Tours Ord River Day Tour

Total Maximum Value = \$6,500

4.2 The winner and their travelling companions are responsible for all other expenses including but not limited to meals, incidentals, tips, service charges, spending money, visas and transfers (other than those specified),

activities, tickets or passes, room service, telephone calls, mini-bar items, laundry services, insurance, excess payable on insurance claims, passports and visas (if applicable).

- 4.3 The prize is valid from Wednesday 24 to Sunday 28 May 2017. Package is based on 2 (two) people sharing a room.
- 4.4 All components of the prize must be taken together and the winner and their travel companions must travel together and depart from and return to the same departure point.
- 4.5 The winner and their travelling companions must make their own way to their nearest capital city airport. The prize does not include the cost the winner may incur to travel to the airport including any ancillary costs (eg. excess luggage fees).
- 4.6 Winners may be required to present a credit card at time of accommodation check-in to the hotel for all incidental charges.
- 4.7 The prize (or any part thereof) cannot be sold, is not transferable or exchangeable and cannot be taken for cash. A valid passport is required for all international travel. The name on the airfare bookings must appear exactly as written in the winner's passport and that of the winner's travelling companion. The Promoter, Sponsor or Agent are not responsible for being denied boarding or any re-issue costs charged by the airline due to an incorrect name supplied.
- 4.8 The winner and their companions may not accrue frequent flyer points or other credits or points associated with any travel loyalty programs. Prizes cannot be used in conjunction with travel discounts or special offers. Any extension or variation of the travel dates nominated by the Promoter or Agent will be at the cost and responsibility of the Winner. Any requests to extend or vary travel arrangements must be made in writing and must be received by the Promoter (or Agent) prior to time of booking. Once booked, any changes made to the booking may incur a cancellation or amendment fee, at the cost and responsibility of the winner.
- 4.9 The prize winner and their companions are solely responsible for their entry and the entry of their travel companion, at their own expense, including ensuring all necessary passports, visas, travel authorisations, medical advice and recommended vaccinations and immunisations have been obtained prior to travel.
- 4.10 The winner and their companions agree to abide to any prevailing terms and conditions of flight provider (Conditions of Carriage), accommodation provider, transport provider, services provider, transfers provider, travel insurance provider, tour or ticket providers, and in particular, any health, behaviour, age and safety requirements. No compensation will be payable by the Agent of the Promoter if a winner or their travel companion, are unable to use any element of the prize as stated for whatever reason, including ejection, delay, refusal of entry into or departure from Kununurra Country Club Resort or participation in certain activities for health, age, behaviour or safety reasons. Any tickets, passes or vouchers issued as part of a prize are subject to the prevailing terms and conditions of use, are only valid for use within the stated duration on the tickets, passes or vouchers issued, and are not replaceable if lost, stolen or damaged. Any part of a prize that is not taken for any reason is forfeited by the winner.
- 4.11 The Promoter or Agent accepts no responsibility for any tax implications that may arise from acceptance or redemption of the prize, or this Competition. Independent financial advice should be sought by the Winner prior to accepting the Prize. The Promoter, Sponsor and Agent accept no responsibility for any variation in Prize value.
- 4.12 The Promoter reserves the right to require the winner and their travel companion to sign any legal documentation as and in the form required by the Promoter, Agent, or suppliers of prizes, in their absolute discretion including without limitation a form of waiver or release with respect to acceptance or usage of the prize, or any liability arising out of or in relation to the Prize or this Competition. Bookings will be made by the Sponsor. Flight schedules and accommodation arrangements are subject to change without notice.
- 4.13 All prize elements cannot be exchanged, transferred or redeemed for cash. If for any reason, a prize winner cannot take any component of the prize then that portion of the prize will be forfeited and not redeemable for cash.
- 4.14 All components of the prize, including accommodation are subject to availability, based on a limited allocation of rooms and may not be available during special events. In the event that any component of a prize is unavailable for any reason, subject to State legislation, the Promoter reserves the right to substitute that prize component with another prize of equal value and the prize winner will be notified accordingly.
- 4.15 It is the responsibility of the winner to enquire about local issues and conditions at destinations before travel. The Promoter and sponsor make no representation as to the safety, conditions or other issues that may exist at any destination. Compliance with any health or other government requirements is the responsibility of the

prize winner. International travel advice can be obtained from various sources, including government, local consular offices and the website of the Australian Department of Foreign Affairs and Trade.

- 4.16 Winners must make their own way to and from the event. No transport will be provided.
- 4.17 No refund or exchange on any movie ticket or passes except as required by law and as otherwise specified by the seller.
- 4.18 Tickets may not be resold or offered for resale at a premium (including via on-line auction sites) or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services by the bearer. If a ticket is sold or used in breach of this condition, the ticket may be cancelled and the bearer of the ticket may be refused admission.
- 4.19 Scalping warning: The resale of tickets in certain circumstances is governed by ticket sales legislation and may attract criminal penalties
- 4.20 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 grant the promoter 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.
- 4.21 The winners agree that they will not and will ensure that their companions do not sell or otherwise make available their story and/or photographs to any media or other organisation.
- 4.22 If any prize (or part of any 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 equal value and/or specification, subject to any written directions from a regulatory authority.
- 4.23 It is a condition of accepting the prize that the winners must comply with all the conditions of use of the prize and the prize supplier's requirements.
- 4.24 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 or at yahoo7.com.au/sunrise.

5. HOW TO WIN

- 5.1 There will be one (1) winner of the Competition.
- 5.2 Each entrant who has entered the Competition over the Competition Period and registered all details in accordance with clause 3 ("Qualifying Entrant") will be entered into the Competition.
- 5.3 The winners will be the entries judged by a panel of representatives appointed by the Promoter to be the most creative and/or original from the national pool received. All entries will be judged at the Sunrise offices before Wednesday 22 March at 9:00am AEDT. The competition is a game of skill and chance plays no part in determining the winner.
- 5.4 Winners will be notified by telephone within 2 days of the judging.
- 5.5 The judges' decision is final and the Promoter will not enter into correspondence regarding the result.
- 5.6 Incomprehensible and illegible entries will be deemed invalid.
- 5.7 It is a condition of accepting the prize that the winners must comply with all the conditions of use of the prize and prize supplier's requirements.
- 5.8 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 or the Sponsor, as the case may be, in their absolute discretion.

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, modify or suspend the competition. If, due to circumstances beyond the Promoter's control, the Promoter is unable to provide the stated prize, the Promoter reserves the right to award a substitute prize.

- 6.2 The Seven Network (Operations) Limited, and its franchisees and their associated agencies and companies and Western Australian Tourism Commission will not take any responsibility for prizes damaged or lost in transit, or late, lost or misdirected mail.
- 6.3 The Seven Network (Operations) Limited & affiliates and its franchisees and their associated agencies and companies and Western Australian Tourism Commission 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 judging;
 - b) whilst undertaking any travel won on or connected with their entry into the competition; or
 - c) in the participation in any prize;
 - d) as a consequence of late, lost or misdirected mail;
 - e) 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;
 - f) in relation to failure of an entry to be received by the Promoter on account of technical problems or traffic congestion;
 - g) arising from or related to any problem or technical malfunction of any computer equipment, software, internet connection, any injury or damage to entrant's or any other person's computer software related to or resulting from participation in this promotion
- 6.4 The Promoter reserves the right to reasonably amend or vary these terms and conditions at its sole discretion, orally or in writing, for the purpose of Seven's programming, scheduling or production requirements.
- 6.5 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 and the Sponsor's legal rights to recover damages or other compensation from such an offender are reserved.
- 6.5 Seven Network (Operations) Limited and the Sponsor assume 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.
- 6.6 If for any reason this competition is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of the Promoter or the Sponsor which corrupt or affect the administration security, fairness, integrity or proper conduct of this 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

7. PROMOTER'S 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 Sponsor is *Western Australian Tourism Commission* (ABN 95 468 665 668) Level 9, 2 Mill Street, Perth, WA, 6000.
- 7.3 Entry details remain the property of the Promoter. 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