

## FremantleMedia Australia Pty Ltd

# The X Factor 2016 Holden Trax Competition

### Terms and Conditions

By entering **The X Factor 2016 Holden Trax Competition** (the Competition), you are agreeing to the following terms and conditions:

1. Information on how to enter forms part of the terms of entry.
2. Entry is open to all residents of Australia (excluding Contestants who are individuals or members of groups in the top 12 finalists acts of The X Factor 2016) where the Channel Seven signal is received. Entrants under 18 years of age must have the prior consent of their parent or guardian to enter.
3. Employees and the immediate families of FremantleMedia Australia Pty Ltd, Seven Network (Operations) Limited, GM Holden (Australia) Pty Ltd, Ansible Pty Ltd and their associated agencies and companies are not eligible to enter.
4. The Competition commences on **Sunday 23 October 2016 at 19:00 AEDT** being the commencement of the first live broadcast of The X Factor and concludes **Monday 21 November 2016 at 12:00 AEDT** (the Competition Period), however, there will be individual entry periods which will be broadcast in program each week for the duration of The X Factor series. Note all timeframes will be promoted in Australian Eastern Daylight Time. The opening and closing of the entry mechanisms may vary slightly depending on the Program broadcast times each week, which will be at the discretion of Seven Network and FremantleMedia Australia but will be clearly communicated in the Program.
5. For entry details, viewers must watch The X Factor (the Program) on the Seven Network and Affiliates during the Competition Period. Segments during the broadcast of The X Factor will display information inviting viewers to vote for their favourite X Factor contestant. All valid voting entries received in accordance to these Terms and Conditions will be entered into the draw.
6. To enter the draw, viewers must vote for their favourite X Factor contestant by either:
  - a) sending a text message/SMS to **191 777** (Charge \$0.55 – helpline 1300 851 419) with the contestant’s name (as advertised on screen in the Program); or
  - b) telephoning the **1902 number** (Charge \$0.55 fixed – helpline 1300 851 419) associated with the contestant they are voting for (as advertised on screen in the Program), or
  - c) using your smartphone to log on to <https://enter7.tv/xfactor> and click on the X Factor link, select the contestant you wish to vote for 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, 20 entries for \$9.00 – Helpline 1300 851 419), or
  - d) Log onto the official The X Factor website at <https://au.tv.yahoo.com/x-factor> or official The X Factor Facebook page at <https://www.facebook.com/thexfactorau> and click on “The Couch Commentator” link, using your personal Facebook login details to complete the required details to cast a free vote (limit of one vote per voting period per entrant). Data download charges applicable to your contract may apply. Entrants must remain subscribed to Facebook until the prize draw on Monday 21 November 2016.
7. 1902 calls from a private number will not be included in the competition. The caller will be charged \$0.55 for their vote and this amount cannot be refunded. 1902 call costs will be higher from mobile phones.
8. For SMS and Smartphone 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.
9. Entries must be received during a valid voting period with the final voting period closing Monday 21 November 2016 at 12:00 AEDT.
10. All entries must be received during the Voting Periods. The time of entry will in each case be the time the SMS message, Smartphone entry, Website entry, or 1902 telephone call is received by the Ansible Pty Ltd database not at the time of transmission.

11. Each SMS entry will be charged at premium rate, namely \$0.55 (including GST), which covers the entry and the reply message. The maximum 1902 call cost is \$0.55 (including GST). 1902 call costs will be higher from mobile phones. Entries via a smartphone will be charged according to the entrants selection (ie \$0.55, \$2.50 etc, including GST) and may include download charges in accordance with your mobile phone contract. Helpline 1300 851 419. Entries via iPowow are free, however data charges applicable to your contact may apply.
12. This promotion is in no way sponsored, endorsed, administered by or associated with Facebook. You are providing your information to The Promoter and not to Facebook. The information you provide will only be used for the purpose of this competition unless otherwise specified in these terms and conditions, this includes contacting the winner if they have entered via the iPowow site.
13. There will be **One (1)** Prize Winner who will receive:  
**1 x Holden Trax LTZ 1.4 Litre Auto Turbo** including on-road costs valued up to \$31,610.00 (incl GST on roads and dealer delivery). Colour will be Blaze Red with no option to include prestige paint unless the competition winner requests this at their own cost.
14. The Prize Winner will be the account holder of the entry mechanic used to submit their entry or where the Prize Winner is under 18 years of age the Prize will be awarded to the Prize Winner's parent or guardian.
15. Total maximum value prize package is \$31,610.00. Prize value is correct as at the date of printing (but may change depending on dealership). The Promoter accepts no responsibility for change in prize value between now and the ultimate date on which the prize is taken.
16. If for any reason any of the prize is not available, a replacement prize to equal or greater value will apply, subject to state government legislation.
17. Once the prize is accepted, the Prize Winner must deal directly with the Prize Sponsor should there be any complications.
18. In accepting the prize the Prize 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 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.
19. It is a condition of accepting the prize that the Prize Winner must comply with all the conditions of use of the prize and Prize Sponsor's requirements.
20. The Prize cannot be redeemed for cash and are not transferable or exchangeable except as stated in clause 14.
21. Colour selection of the prize is at the discretion of the Promoter as stated in clause 13 and is subject to availability.
22. Additional options (including accessories) and all ancillary costs plus insurance on any modifications and additional options (including accessories) are the responsibility of the winner and cannot be guaranteed. Unless expressly stated in these terms and conditions all other related expenses become the responsibility of the winner.
23. The prize will be delivered to the winner's closest Holden Dealership. Any costs associated with the Prize Winner travelling to their nearest Holden Dealership to collect the prize will be at the Prize Winner's expense.
24. The Promoter and Sponsor take no responsibility for petrol, comprehensive insurance, paint or mechanical damage, or any other costs of damages, which may be incurred, from date of collection.
25. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize. The Seven Network, FremantleMedia Australia and Ansible Pty Ltd and their associated agencies and companies are not responsible for any tax liability incurred by the Prize Winner or any entrant.
26. The Prize Winner agrees they will not sell or otherwise provide their story and/or photographs to any media or other organisation.

27. Full details of the prize 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.
28. There will be One (1) Prize Winner drawn from the national pool of 1902, SMS, Website entry and Smartphone entries. 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 phoned the 1902 number registered all details required by **Monday 21 November 2016 at 12:00 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 Ansible Pty Ltd, Level 1, 16 Anster Street, Adelaide, South Australia 5000 on **Monday 21 November 2016 at 14:00 AEDT**.
29. The Prize Winner 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 express posted. The Prize Winner's entry details will be published in The Australian newspaper on **Monday 28 November 2016**.
30. If the Prize Winner is under 18 years of age at the date of the draw, the prize will be awarded to the Prize Winner's nominated parent or guardian on behalf of the Prize Winner.
31. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the result.
32. 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, a redraw will be conducted.
33. It is a condition of accepting the prize that the Prize Winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion or to provide proof of identity, proof of age, proof of residence and/or proof of entry, at the Promoter's discretion.
34. Subject to state government legislation, and if required, an unclaimed prize draw will take place at Ansible Pty Ltd, Level 1, 16 Anster Street, Adelaide, South Australia 5000 on **Monday 20 February 2017 at 10:00 AEDT** and the Prize Winner will be notified by mail and their details published in The Australian newspaper on **Monday 27 February 2017**, if required.
35. 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.
36. FremantleMedia Australia Pty Ltd, Seven Network (Operations) Limited, GM Holden (Australia) Pty Ltd, Ansible 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.
37. FremantleMedia Australia Pty Ltd, Seven Network (Operations) Limited, GM Holden (Australia) Pty Ltd, Ansible 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 during the Competition or the draw; in the participation or use of any element(s) of the prize; 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 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 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, except for any liabilities which cannot be excluded by law.
38. FremantleMedia Australia Pty Ltd, Seven Network (Operations) Limited and their 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.

39. 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.
40. The Promoter is FremantleMedia Australia Pty Ltd (ABN 42 000 693 292) 110-112 Christie Street, St Leonards NSW 2065.
41. The Program Distributor is Seven Network (Operations) Limited (ABN 65 052 845 262) of Level 2, 38-42 Pirrama Road, NSW, 2009.
42. The Prize Sponsor is GM Holden (Australia) Pty Ltd (ABN 84 006 893 232) of 191 Salmon Street Port Melbourne VIC 3207.
43. Entry details remain the property of FremantleMedia Australia Pty Ltd (ABN 42 000 693 292) and its related entities.
44. Ansible Pty Ltd (in respect to SMS, Smartphone and 1902 entries) and iPowow (in respect to Website entries) is collecting your personal information and sharing with other parties for the purpose of conducting and promoting this Competition, including for the purpose of identifying and notifying winners.
45. FremantleMedia Australia Pty Ltd will collect, store and use the personal information that you have provided to us in accordance with this Collection Statement and FMA's [Privacy Policy](#).
46. Please note that your personal information will also be disclosed to Seven Network (Operations) Limited (being the broadcaster of the Program).
47. FMA and/or Seven, and their respective related entities, may use your personal information for the purpose of carrying out of research and profiling to ascertain programs, products and services which may be of interest to viewers, and for the purpose of FMA and/or Seven and their respective related entities sending you information regarding programs, products and services, and/or audience, contestant and/or casting opportunities, available through any of them and/or through their respective business partners.
48. Please see FMA's [Privacy Policy](#) for further details on:
  - a. how you can access or correct any of your personal information collected and stored by FMA; and
  - b. how you can complain about a breach by FMA of any Australian Privacy Principle.
49. ACT permit number: TP 16/02061, NSW permit number: LTPS/16/08306, SA permit number: T16/1875.