

## **News Corp Australia Pulse Panel Survey Competition – SEPTEMBER 2017 PRIZE TERMS**

### **BLANKET PERMIT 01/04/2017 – 31/03/2018**

1. Information on how to enter form part of these conditions. Entry into the competition constitutes acceptance of these terms and conditions.
2. Entry is only open all residents of Australia.
3. The competition commences on Friday 1st September 2017 at 00:01 (AEST) and concludes on Saturday 30th September 2017 at 23:59 (AEST).
4. To enter, registered Entrants will receive an email inviting them to participate in a monthly survey. Entrants must login to [www.pulseofaustralia.com.au](http://www.pulseofaustralia.com.au) and complete the survey in full.
5. Incomplete, inaudible, incomprehensible and illegible entries will be deemed invalid.
6. Only one (1) prize per person per draw is permitted.
7. The Promoter reserves the right to request winners to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity (including proof of Pulse of Australia subscription ownership) in order to claim a prize. Proof of identification, residency and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
8. The Promoter reserves the right to verify the validity of entries and to disqualify any entry which, in the opinion of the Promoter, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these terms and conditions of entry or who has, in the opinion of the Promoter, engaged in conduct in entering the promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the promotion and/or the Promoter. This includes, but not limited, to entrants and households using multiple email addresses, postal addresses, PO Box addresses or SIM cards to register single or multiple purchases. The Promoter reserves the right to disqualify a winner if the Promoter becomes aware that the winner and/or the winner's entry is of a type described in this clause.
9. Entries must be received by Saturday 30th September 2017 at 23:59 (AEST). The time of entry will in each case be the time the entry is received by the Promoter's database. The Promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or delays due to service disruptions or for any other reason.
10. Any entry that is made on behalf of an entrant by a third party will be invalid.
11. Two (2) major winners will each receive one (1) \$150.00 WISH voucher, valued at \$150.00 each. Two (2) Minor Prize Winners will each receive one (1) \$100.00 WISH voucher, valued at \$100.00 each. Twenty (20) Regular Prize Winners will each receive one (1) \$50.00 WISH voucher, valued at \$50.00 each.
12. Individual prize value is up to \$150.00 (including GST). Total prize pool value is up to \$1,500.00 (including GST).
13. Prizes cannot be transferred, exchanged or redeemed for cash.
14. Unless expressly stated in these terms and conditions all other expenses (including installation costs and travel to and from the event/departure/hotel point etc) become the responsibility of the winner.
15. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State Regulation.
16. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of the prize, if the Promoter determines, in their absolute discretion, that a winner is not in the mental or physical condition necessary to be able to safely participate in the prize. 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.

17. Once prizes have left the Promoter's premises, the Promoter takes no responsibility for prizes damaged, delayed or lost in transit.
18. By accepting the prize, the winner agrees 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.
19. All entries must be the entrant's own and original work. By submitting an entry, the entrant represents and warrants that they have full right; title and interest in the copyright to the photo used in their entry and are not in breach of any third party intellectual property rights. The Promoter will not be liable should the entrant upload an entry that is not the original work of the entrant.
20. In consideration for the Promoter awarding the prize to the winner, the winner hereby permits the winner's image and/or voice, as recorded, photographed or filmed during the winner's participation in the prize to appear in connection with News Corp Australia or the advertising or marketing thereof, in any media whatsoever throughout the world and the winner will not be entitled to any fee for such use.
21. In the event that for any reason whatsoever a winner does not take an element of the prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that element of the prize.
22. Prize values are based upon the recommended retail prices at the time of printing (inclusive of GST). The Promoter accepts no responsibility for change in prize value between now and the ultimate prize redemption date.
23. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
24. Each valid entrant who has entered the competition over the duration of the promotional period will be entered into the draw. Twenty four (24) valid entrants will be drawn at random to become the winners. The draw will take place at Salmat DIGITAL Pty Limited, Level 2, 116 Miller Street, North Sydney NSW 2060, on Wednesday 4th October 2017 at 14:00 (AEDST).
25. The winners will be notified by email within two (2) days of the draw. Winners of prizes valued over \$50.00 will be published in the [www.pulseofaustralia.com.au/portal](http://www.pulseofaustralia.com.au/portal) on Thursday 12th October 2017.
26. If any particular draw is scheduled on a public holiday, the draw will be conducted on the following business day.
27. Prizes will only be awarded to person stated in the entry, however, in a dispute the winner will be, in each case, the account holder (i.e. the Pulse of Australia subscription account holder).
28. Should an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.
29. Subject to State Regulation, an unclaimed prize draw will take place at Salmat DIGITAL Pty Limited, Level 2, 116 Miller Street, North Sydney NSW 2060 on Thursday 4th January 2018 at 14:00 (AEDST). The winners will be notified by email within two (2) days of the draw. Winners of prizes valued over \$50.00 will be published in the [www.pulseofaustralia.com.au/portal](http://www.pulseofaustralia.com.au/portal) on Monday 8th January 2018.
30. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the competition result.
31. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements.
32. 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.
33. 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 any directions given under State Regulation.

34. The Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law. The Promoter is not responsible for any incorrect or inaccurate information, either caused by the phone user / entrant or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.
35. 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 legal rights to recover damages or other compensation from such an offender are reserved.
36. News Corp Australia and their associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.
37. If for any reason this competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion, 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 any direction given under State Regulation.
38. All entries become the property of the Promoter. The Promoter collects personal information about you to enable you to participate in this promotion but no further use of this information will be made without prior consent.
39. To the extent permitted by law, the Promoter is not responsible or liable for: inaccurate / incorrect transcription of entry information; purported entries that are not received for any reason, including because they are lost, misdirected or stolen, or that are received, but are late, illegible, incomplete, sent with insufficient postage (where entry is by post), or sent other than as directed in the entry instructions; any problems or technical failures of any kind, including malfunction of any telephone network or lines, computer online systems or network, servers or providers, computer equipment, or software; the unavailability or inaccessibility of any service whether or not caused by traffic congestion on the Internet or at any website; unauthorised human intervention in any part of the competition; electronic or human error which may occur in the administration of the competition; any loss suffered or sustained, to person or property and including, but not limited to, consequential (including economic) loss by reason of any act or omission, deliberate or negligent, by the Promoter, or its servants or agents, in connection with the arrangement for supply, or the supply, of any goods or services by any person to a prize winner and, where applicable, to any family/persons accompanying a winner; or any injury or damage to persons or property, including to the participant's or any other person's computer related to, or resulting from, participation or downloading any materials in this competition.
40. If for any reason this competition is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorised 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 this competition, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the competition. The Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of, entries. The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or entry to be received by the Promoter on account of technical problems or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to participant's or any other person's computer related to or resulting from participation or downloading any materials in this competition.

#### 41. PRIVACY CONSENT

- a. News Corp Australia, as the Promoter of this competition, collects your personal information to assist us in providing the goods or services you have requested, to process your competition entries. We may also share your information with other persons or entities that assist us in providing our services, running competitions (including administering the competition or distributing prizes) or with other companies who provide prizes for competitions or reader offers. We may also disclose your personal information in accordance with these terms and conditions if you are a prize winner or finalist.
  - b. Please contact our Privacy Officer on (02) 9288 1135 should you wish to gain access to your personal.
42. All entries become the property of The Promoter. All opt-in entries will be entered into a database and The Promoter may use the entrant's names, addresses and telephone numbers for future promotional, marketing and publicity purposes in any media worldwide without notice and without any fee being paid unless otherwise advised by the entrant. By opting-in, entrants confirm that they allow their details to be used for this purpose. If entrants no longer consent to their details being used for future marketing purposes, the entrant should contact The Promoter on their details set out below. Any request to update, modify or delete the entrant's details should be directed to The Promoter.
43. News Corp Australia is collecting the entrant's personal information for the purpose of conducting and promoting this competition (including but not limited to determining the winners). The entrant's personal information may be disclosed to Salmat DIGITAL Pty Limited for this purpose. If you are not willing for this to occur you cannot participate in the promotion.
44. Entrants' personal information may be disclosed to State and Territory lottery departments and winners' names published as required under the relevant lottery legislation. A request to access, update or correct any information should be directed to the Promoter.
45. The Promoter is News Corp Australia (ABN 47 007 871 178) of 2 Holt Street, Surry Hills 2010.

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