

Conditions of Entry (Skill Based Competition) ***that's life!* Greatest Love Story 2020 Promotion**

General

1. Information on how to enter and prizes form part of the Conditions of Entry. Entry into this Promotion deems acceptance of these Conditions of Entry.

Who can enter

2. Entry is open to **ALL residents of Australia and New Zealand** except employees and immediate families of the Promoter, associated companies and agencies and participating outlets. Immediate family means any of the following: spouse, ex-spouse, de facto spouse, child or stepchild (whether natural or by adoption), parent, step parent, grandparent, step grandparent, uncle, aunt, niece, nephew, brother, sister, step brother, step sister or first cousin. The Promoter is Pacific Magazines Pty Ltd, Media City, 8 Central Avenue, Eveleigh NSW 2015 (ABN 16 097 410 896).
3. All entrants may enter as many times as they like but only one prize will be awarded per person except residents of South Australia.
4. All entrants under the age of 18 must obtain the prior permission of their legal parent or guardian over the age of 18 to enter. The parent or guardian may be called to verify consent and may be required to sign a release at the discretion of the Promoter. The release will also require the winner's parent or guardian to accept responsibility for the acts and forbearances of the winner. The release must include the full name, address and telephone number of the winner's legal guardian. Failure to provide such proof, particulars or releases will immediately invalidate the winner's entitlement to the prize, subject to State and Territory legislation.
5. Where the prize involves driving, travel or an event, winners and any companions under the age of 18 must be accompanied by their legal parent or guardian at all times. The major winner's companion must be the prize winner's legal parent or guardian.

How to enter

6. Entrants may enter the Promotion by answering the following question: **'Why is your love story the greatest love story?'** and sending their entry either via;
 - **Mail** entry including their full name, address, daytime telephone number, email address, their nominee's full name and a photograph to :
'tl! Greatest Love Story, 8 Central Avenue, Eveleigh NSW 2015, AUSTRALIA'
 - OR**
 - **Email** your full name, address, daytime telephone number, their nominee's full name and photograph to TL.Features@pacificmags.com.au
7. Entrants must obtain consent from the nominee and any other party relevant to the story or pictured in the photographs to submit the story, photographs and personal information of the nominee and for the story and photographs to appear in *that's life!*. Entrants must confirm on the entry they have obtained the permission of the nominee, and from any other party relevant to the story or pictured in the photographs, to submit the story, photographs and/or personal information for the purposes of this Promotion.
8. Entries must include all requested contact details, a photograph and a answer to be eligible to win. Entrants may only enter in their own name. Incomprehensible, illegible, and incomplete entries will be deemed invalid. All entries, including photographs, become the property of the Promoter and cannot be returned.
9. Entrants understand that their entries may be used by the Promoter, or a third party authorised by the Promoter, and published in any medium. Entrants understand that they will not receive any compensation for such use.
10. All entries must be able to be posted to and received at the post office box address supplied for the particular Promotion. No hand delivered or bulky entries will be accepted upon receiving at the Promoter's premises for any Promotion, unless otherwise stated herein. Mail entries that contain any objects that have not been requested by the Promoter (such as backing cards or excess paper) will not be accepted. Any entries that do not follow these requirements will be deemed invalid and will not be received by the Promoter or its agents. The Promoter and its agents take no responsibility whatsoever for such entries that do not follow these prescribed guidelines. The Promoter advises

entrants not to send entries to the Promoter's street address as these entries may be deemed invalid.

11. The Promoter highly recommends a business sized envelope is used in submitting postal entries. Entries sent via registered mail will not be guaranteed entry into the competition due to increased sorting, handling and storage required by Australia Post. Entries sent in smaller unique envelopes are known to have issues when being sorted electronically by Australia Post and should be avoided. The Promoter also encourages Promotion entrants to clearly write on their envelope the full name and address of the Promotion they are entering for ease of processing by Australia Post and therefore entry into the Promotion.

When to enter

12. The Promotion commences **06/02/20 at 09:00 AEDT in Australia and 10/2/20 at 09:00 NZDT in New Zealand** and closes entirely **05/03/20 at 17:00 AEDT**. Entries must be received by the Promoter prior to the Promotion close date and time.

13. The winner will be the best valid entries as judged by the judging panel, having regard to skill, creativity and originality, at the Promoter's premises on **12/03/20** from **10:00 AEDT**. Winners will be notified by email and published in *that's life!* on sale **09/04/20 in Australia and 13/04/20 in New Zealand**. The Promoter may select additional entries to be used as replacements in the event that the first entrants chosen as winners cannot satisfy these Conditions of Entry or take a prize.

14. Prizes will be sent within eight weeks.

Prize on offer

Total prize value is (up to) **\$5,199.00 (including GST)**, as at **14/01/20**.

One (1) major prize winner will receive:

- One (1) x Sterling Silver 1ct Diamond Cluster Round Ring; valued at *\$AUD1,699.00*
- One (1) cheque to the value of \$2,000.00

Three (3) runner's up winners will receive:

- One (1) cheque to the value of \$500.00

16. The major prize will be awarded to the nominee as nominated by the entrant in their entry.
17. If the Promoter is unable to contact the winner to claim fulfilment of the promotional prize or if the winner is unable to attend any element of the prize, that winner will forfeit the prize in its entirety and it shall be awarded to the next runner up in the Promotion. The Promoter will not be liable for a winner who cannot be contacted and therefore forfeits their prize and no correspondence will be entered into.
18. 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. The Promoter does not guarantee that the winner will enjoy the travel prize or be suited to the type of travel prize that is offered.
19. **For any cash prizes your name on your entry must be that of an eligible bank account to which a cheque can be cashed.** The Promoter makes all reasonable efforts to send cheques in the names as specified in the original entry. Winning entries with only a family name or reference to a family as the entrant cannot be cashed by banks. If the winner of a cash prize is under 18, the prize will be given to the winners' parent or guardian on behalf of the winner.
20. Photographs that are copyrighted cannot be submitted unless you have permission from the photographer/owner. Photographs cannot be returned. By entering the Promotion entrants agree and understand that their written entries and/or photographs may be used for promotional purposes without any further reference, payment or other compensation to the entrant and/or owner of the photograph. Entrants under the age of 18 must seek a parent or adult/guardian's permission to send any photo to the Promoter to enter a Promotion.
21. Each entrant warrants that the photograph is a genuine and accurate representation and that the photo has been taken within two years of the date of submission. The Promoter reserves the right to disqualify any entrant submitting an entry which, in the opinion of the Promoter, includes objectionable content, including but not limited to profanity, nudity, potentially insulting, scandalous, inflammatory or defamatory images or language. All photographs will be reviewed by the Promoter.

Further Conditions of Entry

22. The Promoter reserves the right to amend these Terms and Conditions if this Promotion cannot be run as originally planned. The Promoter may also cancel or suspend this Promotion if an event beyond the control of the Promoter corrupts or affects the administration security, fairness, integrity or proper conduct of this Promotion. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition.
23. The Promoter and their associated agencies and companies will not be liable or responsible for any problems or technical malfunction of any telephone network or lines, computer on line systems, servers, or providers, computer equipment, software, technical problems of the phone or of any phone network, or any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur; whilst undertaking any travel won on or connected with their entry; in the participation in any prize; as a consequence of late, lost or misdirected mail, email SMS or phone call; 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; any injury or damage to entrant's or any other person's computer software or phone; or any combination thereof, related to or resulting from participation or sending or receiving of any communication or of any materials in this Promotion.
24. All entrants must submit ONLY their own original answers, designs and works. Any such answers, designs or works cannot be previously published in any forum worldwide. All entries become the property of the Promoter and cannot be returned. Entries that are found to have been derived from the designs of a third party will be considered invalid and, if awarded a prize, that prize must be returned to the Promoter. The winner may be required to sign a statutory declaration regarding the originality of the entry. Without limiting the generality, the Promoter reserves the right to take legal action against anyone found to have breached this term. 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 are reserved.
25. Any entrant found to have (a) be used any form of software or third party application to enter multiple times (including scripting software), (b) used a third party (including online Promotion entry site) to enter on their behalf or (c) entered incorrect contact details, including incorrect email contact details, will have all entries invalidated and any claim to the Prize will be invalidated. If such an entrant is awarded the Prize and then found to have breached this clause, the entrant must immediately return the Prize to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
26. If the prize (or an element of the prize) is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize (or an element of the prize) for a prize of equal or greater value, subject to State Regulation. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
27. The Promoter highly recommends a current residential street address be provided when requested for ease of correspondence and potential prize delivery. The Promoter makes all reasonable efforts to deliver prizes to the addresses provided by entrants. The Promoter cannot guarantee that any prizes returned to the Promoter due to non-delivery at the provided address will be re-sent to the prize winner.
28. The Promoter reserves the right to request winners to sign a winner's deed of release or any other relevant forms or agreements that the Promoter deems necessary, to provide proof of identity, proof of age, proof of residency at the nominated prize delivery address and/or proof of entry validity (including phone bill) in order to claim a prize. Proof of identification, residency, age 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.
29. The Promoter reserves the right to rejudge in the event of an entrant, claiming to be a winner, being unable to satisfy these Terms and Conditions.
30. The judges' decision in relation to any aspect of the Promotion is final and binding on each person who enters. Chance plays no part in determining any winner. No correspondence will be entered into. No responsibility is accepted for late, lost or misdirected entries. Prizes will be sent to the winner's nominated address as stated in their original entry. The Promoter and their associated

agencies, and companies associated with this Promotion will take no responsibility for prizes damaged or lost in transit.

Copyright, Statutory guarantees, Waiver and liability

31. All entries and any copyright subsisting in the entries become and remain the property of the Promoter who may publish or cause to be published any of the entries received. Pacific Magazines Pty Ltd (ABN 16 097 410 896) and its related entities ("Pacific"), 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. Pacific will otherwise handle your personal information in accordance with Seven West Media'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, you agree to the terms of the Privacy Policy. Without limiting the foregoing, Pacific 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 Pacific. In addition, by entering this competition, you consent to Pacific using your personal information for the purpose of Pacific and its related entities sending you information regarding programs, products and services available through them and/or through their business partners, and to Pacific 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.
32. 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 (and their companions) agree to granting the promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide, including online social networking sites, and the winners (and their companions) will not be entitled to any fee for such use.
33. Prize winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of that prize.
34. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Promotion.
35. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or Entrant; or (f) use of a prize.