

Terms and Conditions – WHO The List Maldives Giveaway 2018

General

1. Information on how to enter and prizes form part of the Terms and Conditions. Entry into this competition deems acceptance of these Terms and Conditions.
2. To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.

Who can enter

3. Entry is open to all residents of Australia over the age of 18 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 step child (whether natural or by adoption), parent, step parent, grandparent, step grandparent, uncle, aunt, niece, nephew, brother, sister, step brother, step sister or 1st cousin. The Promoter is Pacific Magazines Pty Ltd, 8 Central Ave, Eveleigh NSW 2015 (ABN 16 097 410 896).
4. Entrants into this competition must be 18 years of age or older as at the date of entry.

How to enter

5. Entrants may enter the competition by:
 - 5.1 Purchasing a copy of **WHO The List** magazine, on sale 29/10/18;
 - 5.2 Submitting their original entry via the following steps during the Promotional Period
 - o Purchase any issue WHO The List which will contain a stamped unique code;
 - o Visit www.who.com.au/the-list ("Promotional Website") and follow the prompts to the promotional entry page;
 - o input the requested details (including their full name, a valid email address, phone number, address and unique code); check the box consenting to personal information being stored and managed in accordance with the Privacy Act 1988 (Cth) and the Promoter's privacy policy; and
 - o submit the fully completed online entry form (each an "Entry").
6. Entries must include all requested contact details to be eligible to win. Entrants may only enter in their own name. Inaudible, incomprehensible, illegible, and incomplete entries will be deemed invalid. All entries become the property of the Promoter and cannot be returned.

Number of Entries permitted

7. Multiple entries are permitted however each entry by must be submitted separately and in accordance with the entry requirements outlined above. Each entry must be submitted on a separate entry form and only one entry will be permitted via each unique code.
8. All entrants must retain their original receipts, documents or tags to validate proof of purchase during the promotional period. Such evidence must, on request by the Promoter, be provided to the reasonable satisfaction of the Promoter, which demonstrates that the winner is an eligible entrant and has complied with these Terms and Conditions. Any entrant found to be sharing any receipt or other proof to demonstrate Proof of Purchase with any other entrant, whether or not related in any way, will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any awarded prize back to the Promoter. In the event that a winner cannot provide receipts, documents or tags to validate proof of purchase the Promoter will replace the winner with another drawn entrant. If the Promoter is unable to replace a winner, who cannot provide receipts, documents or tags to validate proof of purchase, the Promoter will conduct a further draw immediately. 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.

Open, Close, Draw and Publish dates

9. The competition commences **29/10/18** at **09:00 AEDT** and closes **12/12/18** at **23:59 AEDT**. Entries must be received by the Promoter prior to the competition close date and time.
10. The competition will **be drawn on 14/12/18 from 10:30 AEDT at 8 Central Ave, Eveleigh NSW 2015**. the names of all the entrants who completed and submitted an entry prior to 12/12/18 at 23:59 with an eligible promotion code printed in a copy of WHO The List magazine will go into an electronic drawing system. The first name drawn will win the prize, being a trip for 2 to the Maldives. The Promoter will ensure that all entries have an equal chance of winning the major prize.
11. The winner will be notified by phone and the name of winner of a prize over \$250 in value will be published at **www.who.com.au/thelistcomp on 14/12/18**
12. Prizes will be sent within 28 days.
13. The Promoter may conduct such further draws on 15/03/19 at the same time and place as the original draw in order to distribute any prizes unclaimed by this date, subject to State and Territory legislation.

Winners of any further draws will be notified by phone and their names will be published at www.who.com.au on 15/03/19

Prize on offer

14. **Total prize value is up to AUD\$12,883.00 (including GST), as at 29/08/18.**
15. **The major prize is: A trip for 2 to the Maldives; this prize includes return flights for 2 on Scoot and 5 nights accommodation.**
16. Prize must be taken **between 10th July 2018 and 31st July 2019**. In the event a winner does not take the prize by the time stipulated, then the entire prize will be forfeited by the winner and cash will not be awarded in lieu of the prize. Blackout dates apply.
17. Unless expressly stated in these Terms and Conditions all other expenses are the responsibility of the winners (and their companions) including but not limited to current passports, visas, meals, spending money, transport to and from departure and arrival points, transfers, drinks, incidentals, mini-bar, laundry, room service, telephone calls, activities, gratuities, services charges, travel insurance, pre and post accommodation, optional activities or excursions and all other ancillary costs. A credit card imprint or cash deposit may be required from the winner at check-in to the hotel, for all incidental charges. Holidays are subject to flight and booking availabilities. Travel insurance is not included in the prize but is highly recommended.
18. By entering this 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. Accommodation is twin share standard room. Travel arrangements to and from the winner's home and their nearest capital city airport do not form part of the prize unless expressly stated in these terms & conditions and are the responsibility of the winner and their travelling companions. Eligible Australian capital cities include Sydney, Melbourne, Brisbane, Adelaide, Darwin, Hobart, Canberra and Perth. The winner must travel on the same flights and itinerary as their travelling companions. The travel prize cannot be used as part payment for another airfare package. Frequent flyer miles cannot be accrued on this prize. Flights and accommodation are subject to availability at the time of booking and cannot be exchanged for other destinations. Travel restrictions & blackout dates apply. Prizes cannot be taken during peak periods or school holidays, and winners must provide all suppliers with a minimum of 21 days advance notice of intention to travel. Embargo restrictions apply during certain periods. Bookings are subject to conditions & availability (including but not limited to capacity limitations and other restrictions).
20. Compliance with any health or other government requirements is the responsibility of the prize winner and their travel companions. All prize travel will be subject to the carrier's General Conditions of Carriage. The Promoter and carrier make no representation as to the safety, conditions or other issues that may exist at any destination. International travel advice can be obtained from various sources, including local government, local consular offices and the web site of the Australian Department of Foreign Affairs and Trade at www.smartraveller.gov.au. Prizes for travel for a particular event or attraction must be taken to coincide with the event or the times and dates during which the attraction is available.

Further Terms and Conditions

21. The Promoter (subject to State and Territory Legislation) reserves the right to amend, cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affect the administration security, fairness, integrity or proper conduct of this competition. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition.
22. The Promoter and their associated agencies and companies is not 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 during the draw; whilst undertaking any travel won on or connected with their entry into the draw; 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 competition.
23. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
24. Any entrant found to be using any form of software or third party application to enter multiple times (including scripting software) will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any awarded 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.
25. Any entrant found to have used a third party (including online competition entry site) to enter on their behalf will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is

awarded a prize and then found to have breached this clause, the entrant must immediately return any awarded 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.

26. Any entrant found to be entering incorrect contact details, including incorrect email contact details, will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any awarded 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.
27. 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. 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.
28. 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 competition 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.
29. 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.
30. The Promoter reserves the right to redraw in the event of an entrant, claiming to be a winner, being unable to satisfy these Terms and Conditions.
31. The Promoter's decision in relation to any aspect of the competition is final and binding on each person who enters. No correspondence will be entered into. No responsibility is accepted for late, lost or misdirected entries. Prizes are subject to availability, not transferable or exchangeable and, with the exception of cash prizes, cannot be taken as cash. 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

32. 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.
33. 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.
34. 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.
35. 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.
36. 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.

Authorised under

37. **NSW Permit No. LTPS/18/28090. ACT Permit No. TP 18/01806. SA Licence No. T18/1651.**