



**CHANNEL SEVEN**  
**SUNRISE “WHY DON’T WE” PROMOTION**  
**TERMS AND CONDITIONS**

By entering the Sunrise “Why Don’t We” 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 where the Channel Seven and affiliate broadcasting signals are received.
- 2.2 Employees and their immediate families and friends of Seven Network (Operations) Limited, Warner Music Australia Pty Limited and their associated agencies and companies are not eligible to enter.

**3. HOW TO ENTER**

- 3.1 The competition commences on Friday 19 April 2019 at 5.30am (AEST) and concludes on Friday 26 April 2019 at 11.59pm (AEST) (“the Competition Period”).
- 3.2 In order to enter, viewers must:
- a) Create a short video, ‘Showing us why you’re Australia’s biggest Why Don’t We fan’.
  - b) Log onto the Sunrise website (7news.com.au/sunrise) and register their full name, age, address (including state and postcode), email address, phone number and video entry URL (ensure publicly available);
- 3.3 Entries must be received by Friday 26 April 2019 at 11.59pm (AEST).
- 3.5 Entries are limited to one entry per person per email address. Multiple entries will not be accepted.
- 3.6 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.
- 3.7 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 includes:
- 2 x return economy flights from winner’s nearest capital city to Honolulu, USA departing Australia on 16 May 2019 – value \$4,000;
  - Return airport transfers from airport to accommodation in Honolulu – value \$300;
  - 4 x nights accommodation at minimum 4-star accommodation in Honolulu – value \$1,200; and
  - 2 x tickets to see Why Don’t We at The Republik, Honolulu on 18 May 2019 – value \$200
  - Meet and greet with Why Don’t We at The Republik, Honolulu on 18 May 2019 – promotional value only.

**TOTAL MAXIMUM PRIZE VALUE: AUD\$5,700.** Prize value is correct as at the date of printing. The Promoter and Sponsor accept no responsibility for change in prize value between now and the ultimate date on which the prize is taken.



- 4.2 The winner and their travelling companion are responsible for all other expenses including but not limited to hotel and airport transfers, meals, incidentals, tips, telephone calls, service charges, spending money, visas, activities, tickets or passes, room service, telephone calls, mini-bar items, laundry services, insurance, excess payable on insurance claims, extended travel dates, passports and visas (if applicable).
- 4.3 If the winner of the competition is under the age of 18 the winner must be accompanied by a parent or guardian over the age of 18.
- 4.4 All components of the prize must be taken together to coincide with the Why Don't We show on 18 May 2019.
- 4.5 Accommodation is based on two (2) people sharing a room.
- 4.6 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.
- 4.7 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).
- 4.8 Winner may be required to present a credit card at time of accommodation check-in to the hotel for all incidental charges.
- 4.9 Winner and their travelling companion must be available to fly from their nearest capital city to Honolulu on 16 May 2019.
- 4.10 All components of the prize must be redeemed at the same time, and no changes will be permitted after confirmation of any redemption.
- 4.11 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.
- 4.13 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 Honolulu 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.
- 4.14 Travel arrangements must be made through the Sponsor. The Sponsor will not replace any lost, mutilated or stolen tickets.
- 4.15 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 and Sponsor are not responsible for being denied boarding or any re-issue costs charged by the airline due to an incorrect name supplied.
- 4.16 The winner and their companion are not entitled to request a class upgrade using Frequent Flyer points. 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.
- 4.17 The Sponsor will, at their discretion, determine the time and duration of the meet and greet with Why Don't We.
- 4.18 The Promoter and Sponsor is not responsible for the cancellation, delay or rescheduling of any part of a travel or accommodation component of Prize and any costs incurred by Winner or any travelling companion(s) as a result (including accommodation costs) will be the responsibility of the Winner.
- 4.19 No compensation or alternative travel plans will be arranged should the Prize winner and/ or their companion/s miss their outbound or return flights or fail to meet any check in requirements for any reason.



These costs will be the responsibility and expense of the prize winner and companion/s. The Promoter and Sponsor are not responsible for any costs associated with flights that are cancelled or delayed for any reason, including but not limited to accommodation and transfer costs. The Promoter and Sponsor are not responsible if cancellation or delay of flights or missing flights causes the prize winner and companion/s to miss the ticketed elements that makes up part of this prize.

- 4.20 The Promoter or Sponsor 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 and Sponsor accept no responsibility for any variation in prize value.
- 4.21 The Promoter and Sponsor reserve the right to require the winner and their travel companion to sign any legal documentation as and in the form required by the Promoter, Sponsor, 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. The prize winner may be required to provide valid identification to the Promoter. Bookings will be made by the Sponsor. Flight schedules and accommodation arrangements are subject to change without notice.
- 4.22 The prize must be taken as stated and no compensation will be payable if the winner and their companion is unable to use the prize. 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.
- 4.23 All components of the prize, including flights, accommodation and all passes 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 or Sponsor reserves the right to substitute that prize component with another prize of equal value and the prize winner will be notified accordingly.
- 4.24 The booking of travel arrangements will be based on availability of airfares and accommodation at time of booking. No changes are permitted to travel arrangements once tickets are issued.
- 4.25 Individual supplier terms and conditions apply.
- 4.26 Flights are economy class and may be indirect. The airline's Conditions of Carriage apply to all flights. The Winner and travelling companions must travel at the same time and are responsible for transport from their residence to their nearest Capital City Airport in Australia. These conditions apply for all flights.
- 4.27 Airline, flight route and dates of travel are subject to the promoter's absolute and final decision.
- 4.28 Any changes by the winner made to the specified prize package (including travel extensions, additional guests etc) will be subject to an administration fee, which must be settled in full prior to booking confirmation.
- 4.29 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.
- 4.30 No refund or exchange on any passes except as required by law and as otherwise specified by the seller.
- 4.31 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.
- 4.32 Scalping warning: The resale of tickets in certain circumstances is governed by ticket sales legislation and may attract criminal penalties
- 4.33 Cameras, audio and video recorders may not be permitted. The right is reserved to broadcast or telecast any event.
- 4.34 It may be a condition of entry that a search of person and / or their possessions will be required at the time of the entry to the venue for the Why Don't We show.
- 4.35 Winners must make their own way to and from the event. No transport will be provided.



- 4.36 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.
- 4.37 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.
- 4.38 It is a condition of accepting the prize that the winners must comply with all the conditions of use of the prize and the Sponsors requirements.
- 4.39 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 [7news.com.au/sunrise](http://7news.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 at 52 Martin Place, Sydney NSW 200 on Monday 29 April 2019 at 2.00pm AEST. 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 Sponsors 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 Warner Music Australia Pty Limited 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 Warner Music Australia Pty Limited will not be liable for any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur:
- during the judging;
  - whilst undertaking any travel won on or connected with their entry into the competition; or
  - in the participation in any 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;



- 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.
- 6.6 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.
- 6.7 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.
- 6.8 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. Neither the Promoter nor the Sponsor are 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.

## 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 Warner Music Australia Pty Limited (ABN 35 000 815 565) of Level 2, 39 Albany Street, Crows Nest, New South Wales 2065.
- 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](http://www.sevenwestmedia.com.au)