



CHANNEL SEVEN
SUNRISE FAMILY NEWSLETTER 'KOALA MATTRESS' PROMOTION
TERMS AND CONDITIONS

By entering the Sunrise Family Newsletter 'Koala Mattress' 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, Koala Sleep Pty Ltd and their associated agencies and companies are not eligible to enter.

3. HOW TO ENTER

- 3.1 The competition commences on Tuesday 17 September 2019 at 10.00am (AEST) and concludes on Friday 20 September 2019 at 10.00am (AEST) ("the Competition Period").
- 3.2 In order to enter, Sunrise Family newsletter subscribers must:
- a) Click on the 'Koala Mattress' tile in the newsletter. Subscribers will be directed to the designated competition page on the Sunrise website (www.sunrise.com.au) and register their full name, address (including postcode), a valid email address and telephone number, along with the code word as provided in the newsletter;
 - b) Answer the competition question 'tell us why you need a good night's sleep' in 25 words or fewer and submit their entry.
- 3.3 Entries must be received by Friday 20 September 2019 at 10.00am (AEST).
- 3.4 Entries are limited to one entry per person per email address. Multiple entries will not be accepted.
- 3.5 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.
- 3.6 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:
- 1 x Koala Queen Mattress

TOTAL MAXIMUM PRIZE VALUE: AUD\$1,050.00. Prize value is correct as at the date of printing. The winner is not entitled to receive any money from any party if there is a difference between the maximum prize value and the actual prize value at the time of the draw. All prize values are in Australian Dollars.



- 4.2 The prize has no official resale value and may not be authentic if purchased from a third party. Prizes may not be resold, offered for resale, used for advertising, promoting or other commercial purposes without the written consent of the Seven Network.
- 4.3 120 night trial on Koala Mattress product does not apply to winner.
- 4.4 The prize cannot be altered in any way, is not transferable and cannot be redeemed for cash.
- 4.5 In participating in the prizes, the winners (and travelling companion if applicable) 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.
- 4.6 If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of equal value and/or specification, subject to any written directions from a regulatory authority.
- 4.7 Winners should seek independent financial advice about any tax implications that may arise from the prize winning.
- 4.8 It is a condition of accepting the prize that the winner(s) (and any companions) may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
- 4.9 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 www.sunrise.com.au.

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 2000 on Friday 20 September 2019 at 11.00am 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 their associated agencies and companies and Koala Sleep Pty Ltd 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 their associated agencies and companies, and Koala Sleep Pty Ltd will not be liable for any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur:
- a) during the judging;
 - b) whilst undertaking any travel won on or connected with their entry into the competition; or
 - c) in the participation in any prize;
 - d) as a consequence of late, lost or misdirected mail;
 - e) 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.

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 Koala Sleep Pty Ltd (ABN 18 605 237 090) of Unit 12, 37-41 O'Riordan Street, Alexandria, NSW 2015.
- 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