

# CHANNEL SEVEN SUNRISE "PETER ALEXANDER MOTHER'S DAY" PROMOTION TERMS AND CONDITIONS

By entering the Sunrise 'Peter Alexander Mother's Day' 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, Peter Alexander Sleepwear Pty Ltd 'Peter Alexander' and their associated agencies and companies are not eligible to enter.

# 3. HOW TO ENTER

3.1 The competition commences on Monday 29 April 2019 at 5.30am (AEST) and concludes on Friday 3 May 2019 at 4.30pm (AEST) ("the Competition Period") however, the eligible entry period for each daily prize will commence and conclude on the following dates and times:

ENTRY PERIOD	START DATE	TIME (AEDT/AEST)	CLOSING DATE	TIME (AEDT/AEST)
1	Monday 29 April 2019	5:30 AM	Monday 29 April 2019	4:30 PM
2	Monday 29 April 2019	4:30 PM	Tuesday 30 April 2019	4:30 PM
3	Tuesday 30 April 2019	4:30 PM	Wednesday 1 May 2019	4:30 PM
4	Wednesday 1 May 2019	4:30 PM	Thursday 2 May 2019	4:30 PM
5	Thursday 2 May 2019	4:30 PM	Friday 3 May 2019	4:30 PM

- 3.2 In order to enter, viewers must:
  - a) Log onto the Sunrise Peter Alexander competition page (sunrise.com.au/win) and register their full name, age, address (including state and postcode), email address and phone number;
  - b) Answer the competition question 'tell us what you love most about your mum' in 50 words or fewer and submit their entry.
- 3.3 Entries must be received by Friday 3 May 2019 at 4.30pm (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) prize winner each day of the Competition (a total of five (5) winners throughout the Competition period). The daily prize includes:
  - \$5,000 cash; and
  - 1 x \$500 Peter Alexander Gift Card.

## Prize Value \$5,500

**TOTAL PRIZE VALUE: \$27,500.** Prize value is correct as at the date of printing. The Promoter and Prize Supplier accepts no responsibility for change in prize value between now and the ultimate date on which the prize is taken.

- 4.2 Cash prizes will be paid by way of cheque within 6 weeks of the conclusion of the Competition.
- 4.3 The gift card issuer is Peter Alexander. A lost, stolen or altered gift card will not be replaced, refunded or redeemed. Once activated the gift card is: redeemable for merchandise at Peter Alexander stores and online in the country of issue; not redeemable for cash and is not a negotiable instrument; not able to be reloaded; partially redeemable. Cash, refunds or credits will not be given for any unused amount after the gift card expires.
- 4.4 Gift cards are valid for 12 months from the issue date or until no amount remains on the gift card for those winners with a delivery/billing address in VIC, QLD, WA, NT and TAS. Gift cards are valid for 3 years from the date of issue or until no amount remains on the gift card for those winners with a delivery/billing address NSW/ACT and SA.
- 4.5 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.
- 4.6 In participating in the prizes, the winner agrees 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 winner grants 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.
- 4.7 The winner agrees that they will not and will ensure that their companion do not sell or otherwise make available their story and/or photographs to any media or other organisation.
- 4.10 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.
- 4.11 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 sunrise.com.au.

# 5. <u>HOW TO WIN</u>

- 5.1 There will be one (1) daily 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.
- 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, Tuesday 30 April, Wednesday 1 May, Thursday 2 May and Friday 3 May 2019 at 4.45pm 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 two (2) business 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 prize supplier's 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, the Prize Provider or the Sponsor, as the case may be, in their absolute discretion.

### 6. NO LIABILITY

- 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 Peter Alexander 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, Peter Alexander 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 is 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 Peter Alexander Sleepwear Pty Ltd (ABN 48 091 296 776) of 457 St Kilda Road, Melbourne VIC 3004.
- 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/privacypolicies (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