

#### **CHANNEL SEVEN**

# SUNRISE/ACCOR 'SALUTE OUR HEALTHCARE HEROES' PROMOTION TERMS AND CONDITIONS

By entering the Sunrise/Accor 'Salute our Healthcare Heroes' 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, AccorHotels and their associated agencies and companies and any prize suppliers are not eligible to enter.

#### 3. HOW TO ENTER

- 3.1 The competition commences on Monday 8 June 2020 at 5.30am AEST) and concludes on Sunday 21 June 2020 at 4.00pm (AEST) ("the Competition Period").
- 3.2 In order to enter, viewers must:
  - a) Log onto the Sunrise website (<a href="www.sunrise.com.au">www.sunrise.com.au</a>) and register their full name, address (including state and postcode), email address, mobile phone number, full name and email address (or phone number) and occupation of the person they are nominating as a healthcare hero; and
  - b) Submit an answer to the competition question 'tell us who your healthcare hero is' by supplying a URL link to a short video (90 seconds or less in length).
- 3.3 Entries must be received by Sunday 21 June 2020 at 4.00pm (AEST).
- 3.4 Entries are limited to one entry per person. 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 and one hundred (100) minor prize winners of the Competition. The prize winners will be awarded:

## **Major Prize Winner**

- Qantas flight voucher Value \$1,500
- \$2,500 Accor Gift Card for use on accommodation at an Accor property within Australia Value \$2,500.
- 1 x Accor Plus Silver membership Value \$395



### Total Major Prize Value\$4,395

#### **Minor Prize Winners**

1 x Silver membership to Accor Plus which includes access to exclusive benefits across 20 countries, 1,000 hotels and 1,400 restaurants in Asia Pacific, guaranteed 10% off the hotel's best available rate, up to 50% off dining at 1,400 restaurants, Stay Plus complimentary night every year, early access to ALL – Accor Live Limitless super sales, access to "money can't buy" experiences and Sliver Membership Status in ALL - Accor Live Limitless.

Prize Value - \$395

**Total Value of Minor Prizes - \$39,500** 

**TOTAL MAXIMUM PRIZE VALUE: AUD\$43,895.** 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.

- 4.1 Unless otherwise stated, the winner and their travelling companion/s are responsible for all other expenses including but not limited to hotel and 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).
- 4.2 The Accor Plus membership must be redeemed within one hundred eighty (180) days. The Accor gift card issued for one (1) night's accommodation is valid for 3 years. Refer to Clause 4.4 for individual terms and conditions. The Accor Plus Silver membership is valid for twelve (12) months upon activation date.
- 4.3 The Qantas and Accor gift cards are valid for 3 years upon activation. Refer to Clause 4.4 for individual terms and conditions.
- 4.4 The Accor and Qantas prizes are subject to the individual terms and conditions:
  - a. Accor Gift Card: <a href="http://accorhotels.com.au/giftcards/terms">http://accorhotels.com.au/giftcards/terms</a>
  - b. Accor Plus: <a href="https://www.accorplus.com/en/about/terms-and-conditions">https://www.accorplus.com/en/about/terms-and-conditions</a>
  - c. Qantas: https://www.gantas.com/au/en/book-a-trip/gift-vouchers/voucher-conditions.html
- 4.5 Should the winner already be an Accor Plus member, the winner must contact Accor Plus Member Services to update her membership.
- 4.6 Winners may be required to present a credit card at time of accommodation check-in to the hotel
- 4.7 The winner and their companion/s 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 or by the Sponsor if a winner or their travel companion/s, are unable to use any element of the prize as stated for whatever reason, including ejection, delay, refusal of entry into or departure from the chosen destination or participation in certain activities for health, age, behaviour or safety reasons. Any part of a prize that is not taken for any reason is forfeited by the winner.
- 4.8 The Promoter and the Sponsor are 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.



- 4.9 The Promoter, the Sponsor and the Prize Provider reserve the right to require the winner and their travel companion/s to sign any legal documentation as and in the form required by the Promoter, Sponsor, Prize Provider, 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.
- 4.10 All components of the prize, including flights and accommodation 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 the Sponsor reserves the right to substitute that prize component with another prize of equal value and the prize winner will be notified accordingly.
- 4.11 For clarity, all minor prize winners and the major prize winner are deemed as those nominated as being a healthcare hero. All prizes will be awarded to the person nominated within the entry as in Clause 3.2.
- 4.12 The Promoter may request proof of employment to verify the occupation of the winner at any time.
- 4.13 The Promoter and 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.
- 4.14 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.
- 4.15 The winners agree that they will not sell or otherwise make available their story and/or photographs to any media or other organisation.
- 4.16 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. HOW TO WIN

- 5.1 There will be one (1) major prize winner and one hundred (100) minor winners 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 winner will be the entry 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 Sunday 21 June 2020 at 4.30pm AEST. The competition is a game of skill and chance plays no part in determining the winner.
- 5.4 Sunrise may call a selection of the minor winners via a live video call within Sunrise between Monday 22 June and Thursday 25 June 2020. Minor winners will be contacted within 3 business days of the announcements.
- 5.5 The major winner announcement will take place on Friday 26 June 2020 live within Sunrise with the winner at a location as determined by Sunrise. The major winner must be available to attend the live winner announcement between 5.30am and 9.15am AEST on Friday 26 June 2020.
- 5.6 The judges' decision is final and the Promoter will not enter into correspondence regarding the result.
- 5.7 Incomprehensible and illegible entries will be deemed invalid.
- 5.8 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.



5.9 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, AccorHotels and their associated agencies and companies 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, AccorHotels and affiliates and their associated agencies and companies 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
- 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 Media City, 8 Central Avenue, Eveleigh NSW 2015.
- 7.2 The Sponsor is AAPC Limited (ABN 87 009 175 820) "AccorHotels" of Level 30, 123 Pitt Street, Sydney, NSW 2000.
- 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