



CHANNEL SEVEN
SUNRISE FAMILY NEWSLETTER 'EMMA' COMPETITION
TERMS AND CONDITIONS

By entering the Sunrise Family Newsletter 'Emma' Competition, you agree 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 residents of Australia, 18 years of age or older, where the Channel Seven signal is received.

2.2 Employees and their immediate families and friends of Seven Network (Operations) Limited, Neon Black Pty Ltd 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 Tuesday 1 March 2022 at 10.00am (AEDT) and concludes on Friday 4 March 2022 at 10.00am (AEDT) ("the Competition Period").

3.2 In order to enter, viewers must:

- a) Visit the Sunrise website (www.sunrise.com.au) and register their full name, address (including state and postcode), email address, and mobile phone number; and
- b) Submit an answer to the competition question, 'What makes a good night's sleep?' in 25 words or less.

3.3 Entries must be received by Friday 4 March 2022 at 10.00am (AEDT).

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 winner agrees to grant the Promoter a perpetual and non-exclusive licence to use their entries in all media worldwide and the winner will not be entitled to any fee for such use.
- 3.7 Any entry that contains content that the Promoter, in its sole discretion, considers to be offensive or inappropriate in any way or that the Promoter considers, in its sole discretion, to infringe any intellectual property rights or other rights of any person, corporation or entity, will be considered ineligible. The decision to accept or reject an entry is at the Promoter's sole discretion and no correspondence will be entered into.

4. PRIZES

4.1 There will be one (1) prize winner of the Competition. The prize winner will be awarded:

- 1 x Emma Comfort mattress valued up to \$1,299.00
- 1 x Emma Box Bed valued up to \$1,199.00

TOTAL MAXIMUM PRIZE POOL VALUE: \$2,498.00 AUD

- 4.2 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.
- 4.3 The prize is not transferable, cannot be extended past the date and cannot be redeemed for cash or other goods and services. Any attempt to resell or auction all or any part of this prize will result in an immediate cancellation of the prize. In the event that, for any reason whatsoever, a winner does not take an element of the prize at the time stipulated by the promoter then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that element of the prize.
- 4.4 If the prize (or part of the prize) is unavailable, the Promoter and Neon Black Pty Ltd in their discretion, reserve the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
- 4.5 In participating in the prize, 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 grant the promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide and the winner will not be entitled to any fee for such use.
- 4.6 The winner agrees that they will not sell or otherwise make available their story and/or photographs to any media or other organisation.
- 4.7 Mattress and bed base size of winner's choosing. Not transferable to other Emma products. Delivery times on sizing may vary depending on stock availability.
- 4.8 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.

5. HOW TO WIN

- 5.1 There will be one (1) prize 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 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 Friday 4 March at 11.00am (AEDT). The competition is a game of skill and chance plays no part in determining the winner.

- 5.4 The winner will be notified by telephone and in writing within two (2) business days of the judging. The Promoter reserves the right to re-judge in the event of a winner not claiming any Prize. If any Prize remains unclaimed or forfeited through ineligibility or otherwise, the Promoter will conduct a further judging, as required, at the same time and place as the original judging, three (3) months and one (1) week after the date of the original judging. The winner, if any, will be notified in writing and by phone within two (2) business days of the re-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 winner 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, Neon Black Pty Ltd 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, Neon Black Pty Ltd & 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
- 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.

PROMOTER'S DETAILS

- 7.1 The Promoter is Seven Network (Operations) Limited (ABN 65 052 845 262) of 6-8 Central Ave, Eveleigh NSW 2015.
- 7.2 The Prize Sponsor is Neon Black Pty Ltd (ABN 41 613 769 814) of Suite 5, 13-29 Nichols St, Surry Hills, NSW 2010.
- 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