

CHANNEL SEVEN SUNRISE 'FATBLASTER' PROMOTION TERMS AND CONDITIONS

By entering the Sunrise 'FatBlaster' 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 over the age of 18 years old where the Channel Seven and affiliate broadcasting signals are received.
- 2.2 Employees and their immediate families and friends of Seven Network (Operations) Limited, PharmaCare Laboratories 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 Monday 27 January 2020 at 5.30am (AEDT) and concludes on Friday 31 January 2020 at 11.59pm (AEDT) ("the Competition Period").
- 3.2 In order to enter, viewers must:
 - a) Log onto the Sunrise website (<u>www.sunrise.com.au</u>) and register their full name, age, address (including state and postcode), email address and phone number;
 - b) Answer the competition question 'what are your health and weight loss goals for 2020" in 25 words or fewer and submit their entry.
- 3.3 Entries must be received by Friday 31 January 2020 at 11.59pm (AEDT).
- 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 of the Competition. The prize winner will be awarded:
 - \$20,000 cash value \$20,000

Cheques will be made payable to each Winner to the value of the prize won.

TOTAL MAXIMUM PRIZE VALUE: AUD\$20,000.00. 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 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 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.
- 4.4 The winners agree that they will not sell or otherwise make available their story and/or photographs to any media or other organisation.
- 4.5 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) 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 Monday 3 February 20120 at 11.00am AEDT. 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 3 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 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

- 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, PharmaCare Laboratories Pty Ltd and their associated agencies and companies and Universal Pictures International Australasia 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, PharmaCare Laboratories Pty Ltd & affiliates and their associated agencies and companies, and Universal Pictures International Australasia 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.

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.
- 7.1.1 The Sponsor is PharmaCare Laboratories Pty Ltd (ABN 99 003 468 219) of 18 Jubilee Ave, Warriewood NSW 2102
- 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