

## Real Footy Podcast Survey - Terms and Conditions

### Promotion Details:

<b>Promotion:</b>	<b>Real Footy Podcast Survey</b>
<b>Promoter:</b>	The Promoter is Nine Network Australia Pty Ltd (ABN 88008685407) of 1 Darling Island Road, Pyrmont NSW 2009 ( <b>Nine</b> )  Telephone number 02 9282 2640
<b>Promotional Timings:</b>	<b>Start date:</b> Thursday 10 <sup>th</sup> October 2019 at 12:00 pm AEST <b>End date:</b> Thursday 31 <sup>st</sup> October 2019 at 11:59 pm AEST <b>Promotional Period:</b> from the Start Date until the End Date.
<b>Promotion sponsor</b>	N/A
<b>Entrants:</b>	Entry is only open to Australian residents who are 18 years and over, excluding residents of South Australia.  Directors, employees and their Immediate Family Members of the Promoter, its related bodies corporate and any agencies or companies associated with the Promoter or the Promotion are not eligible to enter. Immediate Family Member means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
<b>Prize description</b>	Prize description: one of ten \$100 (one hundred dollar) eGift Cards from provider GiftPay - <a href="https://www.giftpay.com.au/business/">https://www.giftpay.com.au/business/</a>  Each winner is eligible to win a maximum of one \$100 eGift Card. Total of ten winners.
<b>Type of promotion</b>	This promotion is a game of chance.
<b>How to enter</b>	<b>To enter, participants must:</b> <ul style="list-style-type: none"> <li>• <b>Click on the link to complete the survey and;</b></li> <li>• <b>Complete the survey and;</b></li> <li>• <b>Complete their details including (but not limited to) name, address, phone number, email address]</b></li> </ul> <p>Only 1 eligible entry per person will be accepted.</p>
<b>Draw</b>	The winner of a drawn prize will be determined by chance.  The draw will take place at Nine Entertainment, Level 6, 254 George Street Sydney NSW 2000 at 12:00pm AEST on Monday 4 <sup>th</sup> November 2019 using computerised random selection.  The first <b>ten</b> valid entries drawn will be the winners of the prize.  All reasonable attempts will be made to contact the winner. If a prize remains unclaimed by a winner or unallocated for any reason by Monday 25 <sup>th</sup> November 2019, the prize will be forfeited, and no cash or other alternative will be offered to that winner. Subject to any direction or requirement under State legislation, unclaimed prize(s) will be redrawn in a

	second draw. The unclaimed prize redraw will take place at the Promoter's address at 12:00pm on Monday 2 <sup>nd</sup> December 2019.
<b>Permit details</b>	Authorised under: NSW permit number LTPM/19/04082 ACT permit number ACT TP 19/02640
<b>Special conditions</b>	N/A

**Detailed Terms:**

**Entry into the Promotion**

1. The Promotion Details above and all Detailed Terms below form part of these Terms and Conditions. The Entrant agrees and acknowledges that they have read these Terms and Conditions
2. It is a condition of entry that all Terms and Conditions are accepted as final and the Entrant agrees to abide by these Terms and Conditions. Submission of an entry is deemed to be an acknowledgement by the Entrant that they have read these Terms and Conditions and accepted them.
3. Any capitalised terms used in these Terms and Conditions have the meaning given in the Promotion Details, unless stated otherwise.
4. The Promotion commences on the Start Date and runs for the Promotional Period ending on the End Date.
5. Valid entries by eligible Entrants will be accepted during the Promotional Period. No entries will be accepted after this time. Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the Entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt. The Promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion, social media platforms faulting or for any other reason.
6. **Illegible, incomprehensible and incomplete entries will be deemed invalid.** An entry that is made on behalf of another person will also be deemed invalid.
7. The Promoter reserves the right to disqualify any entry which, in the opinion of the Promoter, includes objectionable content, profanity, inflammatory, offensive or defamatory comments, or which breach any law or infringes any third-party rights, including intellectual property rights.
8. The Promoter reserves the right to disqualify any Entrant who tampers with the entry process or who submits an entry that is not in accordance with these Terms and Conditions or who has, in the opinion of the Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion or Promoter.
9. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details including the right to request proof of an entrant's identity, age and residency. In the

event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

10. The Promoter reserves the right to disqualify an Entrant or entries in the event of non-compliance with these Terms and Conditions. In the event that there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each Entrant and no correspondence will be entered into.
11. An Entrant who uses any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
12. **No entry fee is charged by the Promoter to enter the Promotion.** Where entry is allowed online, there is no additional cost to enter the Promotion other than any cost paid by the Entrant to access the website or social media platform of entry via their internet service provider.
13. Should an Entrant's contact details change during the Promotion, it is the Entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.
14. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, power or technical failure, acts of God, civil unrest, strike, war, act of terrorism or any other cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.

#### **Prize**

15. The winner(s) will be notified by email together with further instructions on how to arrange the collection of their prize within 2 days of the winner(s) being determined.
16. Each prize will be awarded to the person named in the winning entry. If there is a dispute as to the identity of an Entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the Entrant or winner.
17. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, they forfeit the prize and the Promoter is not obliged to substitute the prize or provide a cash alternative.
18. The details of the prize(s) are set out in the Promotion Details. The value of the prize(s) is accurate and based upon the recommended retail value of the prizes (inclusive of GST) at the Start Date of the Promotion. The Promoter accepts no responsibility for any variation in the value of the prizes after that date.
19. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and/or specification, subject to any written directions of a regulatory authority.

20. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier. The Promoter and the third party prize supplier reserve the right to refuse to allow a winner to use or take part in any or all aspects of the prize, if either determine, in their absolute discretion, that a winner is not in the mental or physical condition necessary to be able to safely use or participate in the prize.
21. If the prize consists of any gift cards of any third party supplier, the gift card(s) may not be redeemed or exchanged for cash, traveller's cheques, cash passports or any other form of currency, and will not be replaced or refunded if the gift card is lost or stolen.
22. 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 in its absolute discretion.
23. If a prize is provided to the Promoter by a third party supplier and/or is to be delivered directly to the winner(s), the Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party supplier to meet any obligations in these Terms and Conditions or otherwise. The terms and conditions which apply to a prize at the time it is issued to the winner will prevail over these Terms of Conditions, to the extent of any inconsistency.

#### **Personal Information, marketing and publicity**

24. As part of the Promotion, the Promoter will collect Entrants' personal information. If the Entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. Submission of an entry is deemed to be consent by the Entrant to the Promoter collecting their personal information.
25. The Promoter will use the personal information to enable an Entrant to participate in the Promotion.
26. The Promoter may disclose Entrants' personal information to third parties including its contractors and agents, prize suppliers, Promotion sponsors and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation.
27. The Nine Group may use Entrants' personal information for future marketing purposes regarding its products, including contacting the Entrant electronically.
28. If there is a Promotion Sponsor, the Promotion Sponsor may use the personal information of an Entrant for marketing purposes if the Entrant has given their consent to be contacted by the Promotion Sponsor.
29. Personal information will be stored by the Promoter on a database controlled by the Nine Group or by a third party service provider of the Nine Group.
30. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and State/Territory or postcode of residence.
31. Further details on how the Nine Group will collect and use personal information is set out in the Nine Group privacy policy which is located at [https://login.nine.com.au/privacy?client\\_id=9nowweb](https://login.nine.com.au/privacy?client_id=9nowweb)

32. The Nine Group privacy policy contains information about how an Entrant may access, update and seek correction of the personal information the Nine Group holds about them and how an Entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with.
33. By accepting the prize, the winner agrees to participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter and the Nine Group may use any such marketing and editorial material without further reference or compensation to them.
34. The winner agrees not to sell or otherwise provide their story and or photographs related to the Promotion or being a winner of the Promotion to any other media organisation.

#### **Intellectual property rights**

35. The following conditions apply where the Promotion involves submission of any materials including but not limited to answers to questions, a statement, idea or opinion, video or voice recordings, images, works of art, designs or photographs (**Content**):
  - i) the Content must not contain any viruses or cause or be likely to cause any injury or harm to any person or entity;
  - ii) the Content must be the work of the individual submitting it;
  - iii) the Content must not have been published elsewhere or have won a prize in any other competition or promotion;
  - iv) before submitting the Content, Entrants must obtain consent from any person (or the parent or guardian of any person under 18 years) who appears in any content and from the owner(s) of any property that appears in the Content. Entrants must obtain any other permissions required for the submission of the Content;
  - v) each Entrant must warrant that the submission of the Content does not infringe the intellectual property rights of any third party. Entrants must warrant that the Content they are submitting is their own work and that they own the copyright for it;
  - vi) the Promoter may remove or decline to publish any Content without notice to the relevant Entrant;
  - vii) the intellectual property rights in the Content submitted by the Entrant remains with the relevant Entrant and does not transfer to the Promoter. However, in consideration of the Promoter providing the Promotion, each Entrant grants a worldwide, irrevocable, perpetual licence to the Nine Group to use and reproduce any or all of the submitted Content including but not limited to in any of their publications, their websites and/or in any promotional material connected to this Promotion. The Entrant acknowledges that the Promoter is free to use the Content and to exercise its rights in relation thereto and the Entrant will not be entitled to any fee for such use; and

viii) the Entrant hereby consents to the Nine Group using their likeness, image and/or voice in the event that the Entrant is the winner (including photograph, film or recording) in any media whatsoever throughout the world for the purpose of promoting this Promotion or other similar promotions and promoting any products manufactured, distributed and or supplied by the Nine Group. The Entrant will not be entitled to any remuneration for such use.

#### **Use of social media**

36. The following terms apply to the extent that the Promotion is conducted on, advertised or promoted on a social media platform owned by a third party (**Platform Operator**):
- i) the Entrant acknowledges and agrees that the Promotion is in no way sponsored, endorsed or administered by, or associated with, any Platform Operator.
  - ii) the Entrant releases each Platform Operator and its associated companies from all liabilities arising in respect of the Promotion; and
  - iii) to the extent relevant to the Promotion, Nine agrees and each Entrant must agree to adhere to the terms and conditions and promotions guidelines of each Platform Operator which are available to view online on their social media platforms.

#### **Limitation of liability**

37. Any guarantee or warranty given in relation to a prize is in addition to any relevant statutory guarantees and warranties and nothing in these Terms and Conditions restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
38. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting, taking part in or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
39. Neither the Promoter, nor any Promotion Sponsor or third party prize supplier, or their associated companies is responsible, to the extent permitted by law, for acts of god, acts of terrorism or war (declared or undeclared) or other events beyond their control which prevent awarding or acceptance of the prize in accordance with the prize description.
40. The Promoter accepts no responsibility for any tax implications of this Promotion and Entrants must seek their own independent financial advice in regards to their own personal circumstances and any tax implications relating to the prize or acceptance of the prize.
41. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.

**Permits**

Authorised under: NSW permit number LTPM/19/04082 ACT permit number ACT TP 19/02640