

TERMS & CONDITIONS

TV Week issue 02 - on sale January 09, 2012

TV Week Summer Puzzle Special!

1. Instructions on 'how to enter' and prizes form part of conditions of entry. Participation in this promotion is deemed acceptance of these conditions of entry.
2. Entry is open to residents of Australia. Employees of the Promoter, and their immediate families and agencies associated with this promotion are ineligible to enter.
3. Only one (1) entry per person permitted.
4. The promotion commences January 09, 2012 and closes at 11:59pm (AEDST) on January 22, 2012. The judging will take place at the Promoter's premises and will begin on January 23, 2012. The prize winners will be notified by telephone and in writing using contact details provided in their entry. Notification will occur within seven (7) days of the judges' decision.
5. To be eligible to enter, entrants must during the promotional period, purchase issue 02 of *TV Week* magazine (cover date January 14, 2012). To enter, simply send your completed coupon to: TV Week Summer Puzzle Special, GPO Box 3525, Sydney, NSW, 2001. Entrants must write the correct answers to the puzzles that they would like to be eligible to win and answer the competition question in 25 words or less the question: *What television program are you looking forward to in 2012 and why?* Entry must also include their full name, address, business telephone number and current email address.
6. Entrants must retain issue 02 of *TV Week* magazine as proof of purchase. The Promoter reserves the right to verify the validity of entries and entrants (including but not limited to an entrants identity, age, place of residence and proof of purchase) and to disqualify any entrant for tampering with the entry process or for submitting an entry which is not in accordance with these conditions of entry. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
7. This is a game of skill, chance plays no part in determining the winner. Each entry will be individually judged based on its literary and creative merit of the answer to the question provided. The judges' decision in relation to any aspect of the competition will be final and binding on every person who enters. No correspondence will be entered into.
8. The Entrant warrants to the Promoter that the entry submitted is an original artistic work of the Entrant that does not infringe the rights of any third parties. If the entry or any part of the information provided to the Entrant in relation to the entry was provided by a third party, the Entrant warrants that they have obtained the relevant copyright permission to submit the entry for the purposes of this promotion. The entrant agrees to indemnify the promoter against all claims and costs by third parties arising from a breach of the warranty set out in this condition.
9. The Promoter is entitled to use any of the entries submitted in any manner and for any purpose at its absolute discretion, including using the entries for future promoter's or their agents book publications, promotional, marketing and publicity purposes without any further reference or payment or other compensation to the entrant. The promoter is entitled to amend, edit, select, crop, retouch, add to or delete from any part of the submitted entry.
10. Entries must not be offensive, defamatory or racist. Any entry which the judges deem inappropriate will be invalid. The entrant agrees to indemnify the Promoter.

11. Puzzle Draws and Prizes:

Page 96: The best ten (10) valid entries, as determined by the judges, will win a Universal Comedy pack consisting of one (1) of each of the following DVDs: Johnny English: Reborn, The Change-Up, Johnny English 1, Knocked Up, Forgetting Sarah Marshall, Funny People, Get Him To the Greek, Bridesmaids, Along Came Polly, Your Highness, Paul, The Dilemma and Couples Retreat. Each pack is valued at \$584.35.

Page 97 (Tower Heist): The best sixty (60) valid entries, as determined by the judges, will win a Double Pass (in-season pass) to *Tower Heist* valued at \$36.00 - Offer is only valid at participating cinemas. Not valid at EVENT Cinemas Gold Class, Vmax, Greater Union and Birch Carrol & Coyle Gold Class, Vmax or Village Cinemas Gold Class, Vmax. Not valid at IMAX, Hoyts La Premiere, Directors Suite, Bean Bag Cinema, Xtremescreen; Reading Gold Lounge, Titan XC; Cinema Nova 'Nova Deluxe' and Hayden Orpheum Cremorne. Not Valid public holidays. Not valid Fridays and Saturdays after 5pm. Not valid cinema discount days or with any other offer. Not transferable exchangeable or redeemable for cash. Not valid for mobile or online ticketing. Voucher does not guarantee entry as seats are limited. Valid even with NO FREE TICKET restrictions.

Page 97 (AMF): The best fifty four (54) entries, as determined by the judges, will win an AMF Bowling pass for two (2) children and two (2) adults, including shoe hire, valued at \$55.60 each – Prize is valid until July 2012 is subject to availability.

Page 98: The best sixteen (16) valid entries, as deemed by the judges, will win a Classique bracelet watch valued at \$375.00.

Page 99: The best fifteen (15) valid entries, as determined by the judges, will win a Starshots Photography voucher. Each prize consists of a VIP Gift Certificate for a Starshots Photo Shoot valued at \$173 and and \$250 credit towards portraits. Each prize pack is valued at \$418.00. – The voucher is valid for two (2) months from date of issue. – Prize is subject to availability at the time of booking

Page 100 (nak): The best thirty one (31) valid entries, as determined by the judges, will win a nak haircare pack consisting of one (1) of each of the following products: Aromas Smooth Shampoo, Conditioner, Curling Crème and Straightening Crème. This prize pack is valued at \$99.80 each pack.

Page 100 (Hugo): The best ten (10) valid entries, as determined by the judges, will win a Hugo prize pack consisting of one (1) of each of the following products: Hugo colouring pencil and art book set, Hugo watch, Hugo art set, Hugo family movie (in-season) pass for two (2) adults and two (2) children. Each pack is valued at \$314.00

Page 101 (Harry Potter): The best ten (10) valid entries, as determined by the judges, will win a Harry Potter prize pack consisting of one (1) of each of the following products: Harry Potter and the Deathly Hallows Part II on Blu-ray Combo pack, Harry Potter and the Deathly Hallows Part II T-Shirt, Harry Potter and the Deathly Hallows Part II Duffle Bag, Harry Potter and the Deathly Hallows Part II Stickers, Harry Potter and the Deathly Hallows Part II Magnets, Harry Potter and the Deathly Hallows Part II Keyring, LEGO Harry Potter: Years 5-7 the videogame (compatible with Xbox 360). Each pack is valued at \$231.65.

Page 101 (TV WEEK 2012 Diary): The best two hundred and thirty five (235) valid entries, as determined by the judges, will win a 2012 TV WEEK Diary valued at \$12.95.

12. Total prize pool available to be won is valued at up to ~~\$35,709,453~~4869.45. Prize does not include any ancillary costs associated with redeeming this prize. These are the responsibility of the winner.
13. All prizes must be taken as offered. The prize, or any unused portion of the prize, is not transferable, exchangeable and cannot be redeemed as cash.
14. The prize is not valid in conjunction with any other offer. The prize is valued in Australian dollars. The Promoter accepts no responsibility for any variation in the prize value. Prize winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of their prize.
15. Products included in prize package (including but not limited to titles, colour, design, sizing, model, finish, style etc) will be determined by the promoter in its complete discretion. All prizes must be taken as offered.
16. Travel costs associated with redeeming the prize (including but not limited to to and from the venue) are not included in puzzle pages 97, 99 and 100 prizes.
17. If the winner is under the age of 18 years, the prize will be awarded to the winner's parent or legal guardian on behalf of the winner. It is the responsibility of the winner's parent/legal guardian to prove their parental status/ legal guardianship at the time of winner notification. In the event that for any reason whatsoever a person/s mistakenly represents themselves to be a winners parent and/or legal guardian, then that person will be liable for all costs associated with relocating and/or re-awarding the prize (including but not limited to and administrative fees incurred by the Promoter). Where relevant., the Promoter is only responsible for ensuring that the prize is awarded to a person who is either a parent or legal guardian of the winner. The Promoter is not responsible for determining any other delivery details or taking direction that relates to any ongoing family law negotiations and/or determinations. These are the responsibility of the winner and their respective parent/s and/or legal guardian/s.
18. Prize is subject to the standard terms and conditions of individual prize and service providers.
19. In the event that for any reason whatsoever the Winner does not take the prize at the time stipulated by the Promoter, then the prize will be forfeited by the Winner and cash will not be awarded in lieu of the prize.
20. In the event that a prize, or part of a prize, is unavailable, the Promoter reserves the right to substitute the prize or part of the prize in its discretion with an alternative prize or part of the prize to the same and equal recommended retail value and/or specification subject to any written directions from the various Lottery Departments.
21. The promoter is neither responsible nor liable for any late lost or misdirected mail (including but not limited to prizes).
22. The Promoter is not responsible nor liable for any prize damaged in transit in the delivery of their prize
23. In the event of unforeseen circumstances, war, terrorism, state of emergency or disaster (including but not limited to natural disaster)the Promoter reserves the right to subject to reference to all relevant state and territory rules and regulations, to cancel, terminate, modify or suspend the promotion.
24. If a medical circumstance in some way restricts your ability to enter the competition through the required mechanic, you are still eligible to enter however you must briefly state your circumstances upon entry.

25. If your entry is selected as a winning entry, validation of your circumstances/ the validity of your entry will be undertaken by the Promoter. Method of validation (without limitation) will be determined by the Promoter in its complete discretion. If the winning entry is deemed to be a winner, the winner will be notified as per the terms and conditions herein. In the event that the Promoter requests the entrant to sign any legal documents relating to the verification of their medical circumstance, the legal documents will take the form determined by the Promoter. It is a condition of accepting the prize the winner sign any such legal documentation.
26. If necessary, an unclaimed prize draw will be held on [DATE (Must be 3.5 months after the original draw date)] at the same time and place as the original draws in order to distribute any unclaimed. Any winner from this draw will be notified by email and their name will be published on [DATE IN THE AUSTRALIAN].
27. By entering the promotion via SMS an entrant consents to the Promoter using the their personal details for the purposes of sending one (1) mobile terminated (MT) reply message which includes a confirmation of your entry in the promotion.
28. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
29. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
30. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of the prize.
31. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
32. The Promoter collects personal information in order to conduct the promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to opt out, access, update or correct information to the Promoter.

All entries become the property of the Promoter.

33. All entries become the property of the Promoter. The collection, use and disclosure of personal information provided in connection with this promotion is governed by the Privacy Notice (see Contents Page for location in this issue).
34. By entering this promotion, the entrant consents to receipt of any email regarding the promotion, and other emails which inform the entrant of the Promoter's other publications, products, services and events and to promote third party goods and services it may be interested in.
35. The Promoter is ACP Magazines Ltd (ABN 18 053 273 546) of 54 – 58 Park Street, Sydney, NSW 2000. Phone: 9282 8000.