

## 39.11 - TV WEEK Puzzle competition Jan – Jul 2011

### Terms and Conditions of Entry

1. Information on how to enter form part of the Terms and Conditions. Participating in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is open to all permanent residents of Australia who purchase the relevant issue of TV Week. Employees and their immediate families of the Promoter and its agencies and companies associated with the promotion are ineligible to enter.

To enter Puzzles Entrants must either enter via the telephone number **1902 555 909** as published in TV WEEK or via the following SMS number: **199 44 500** or via official entry coupon as published in TV Week. Eligible 1900 participants will be required to follow the prompts and provide their name, address, postcode, telephone number and correct puzzle answer/s to complete their entry. Eligible SMS participants will be required to SMS the correct puzzle answer, their name, address, postcode in 160 characters to complete their entry. If SMS exceeds 160 characters the entrant can leave off address and postcode and if drawn as a winner, TV WEEK will contact the winner and request full address details for prize delivery. Coupon entries must be sent in a separate envelope to “**TV WEEK Puzzles 39**” GPO Box 5528, SYDNEY 2001 providing their name, address, postcode, telephone number and correct puzzle answer to complete their entry. All entries must be received by 23:59 (AEST/AEDST) on **30/09/11**.

3. Multiple entries permitted, subject to the following: (a) only one entry permitted per person per puzzle per TV Week issue; and (b) each entry must be submitted separately and in accordance with entry requirements.
4. Inaudible, incomplete or incomprehensible entries will be ineligible.
5. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process (including but not limited to tampering by way of use of techniques designed to avoid the payment of SMS /190 call costs). Errors and omissions will be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
6. Entrants must retain each original TV Week magazine for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant's entries and forfeiture of any right to a prize.
7. The competition commences on **19/09/11** at 00:01 (AEST/AEDST) and concludes on **30/09/11** at 23:59 (AEST/AEDST).
8. Maximum cost of 1900 call is 55c. Calls from payphones and mobile phones may attract a higher rate. 1900 service provider: Premium SMS cost is 55c. Entrants must have premium service access. SMS winners will be contacted by SMS and/or phone and the Promoter will record their address details so that the prize may be awarded. SMS entries via the Internet are ineligible. Entries are deemed to be received at the time of receipt into the promotion database and NOT at the time of transmission by the entrant. Persons under the age of 15 must obtain bill payers permission before calling a 1900 number or sending a premium SMS. 1900 and SMS Service Provider is: 5th Finger Pty Ltd. Helpline number 1300 464 866.

9. Promoter's decision is final and no correspondence will be entered into. Prizes cannot be transferred. All entries are deemed to be received at the time of receipt in the promotional database and NOT time of transmission by the entrant.
10. Only one prize per household per month from the date of drawing **4/10/11** excluding ACT and SA.
11. The draw for the winners from the Phone and SMS entry mechanic will take place on **17/10/11** at 9am (AEST/AEDST) at 5th Finger Pty Ltd, L9 Australia Square, 264 George Street, Sydney NSW. The draw for the winners from the mail coupons will take place on **17/10/11** at 9am (AEST/AEDST) at Direct Response Australia Unit D 65 Reserve Road, Artarmon, NSW 2064. If the winner is under the age of 18 years the prize will be awarded to their nominated parent or legal guardian. Both mail and SMS/phone entries will have an equal chance of winning all prizes.
12. For all Phone and SMS entries prizes are as follows: Puzzle 1: **1** x \$300, Puzzle 2: **2** x \$50, Puzzle 3: **2** x \$50, Puzzle 4: **1** x \$300, Puzzle 5: **2** x \$50, Puzzle 6: **2** x \$50. Money prizes will be awarded in the form of a cheque made in favour of the winner.
13. For all Coupon entries prizes are as follows: Puzzle 1: **1** x \$300, Puzzle 2: **2** x \$50, Puzzle 3: **2** x \$50, Puzzle 4: **1** x \$300, Puzzle 5: **2** x \$50, Puzzle 6: **2** x \$50. Money prizes will be awarded in the form of a cheque made in favour of the winner.
14. Total prize pool for this issue is valued at \$2,000.
15. 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, including but not limited to technical difficulties, unauthorised intervention or fraud, 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.
16. All winners will be notified by mail within 2 days of the draw, and winners of prizes valued at over \$250 will be published in TV Week magazine on-sale **17/10/11**
17. The Promoter shall conduct such further draws as may be deemed necessary at 5<sup>th</sup> Finger Pty Ltd, L9 Australia Square, 264 George Street, Sydney NSW 2000 or Direct Response Australia Unit D 65 Reserve Road, Artarmon, NSW 2064 pending method of entry **17/01/12** at 9am (AEST/AEDST) to distribute any prizes unclaimed by that date, subject to any written direction from any regulatory authority. Winners of prizes valued at over \$250, if any, will have their names published in TV Week on-sale **30/01/12**.
18. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory implied guarantees/warranties as provided under the Trade Practices Act, ASIC Act, or the Competition and Consumer Act including the statutory consumer guarantees under the Australian Consumer Law or similar 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.
19. Except for any liability that cannot be excluded by law, including the Non-Excludable Guarantees, the Promoter (including its 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, including, but not limited to, where arising out of the following: (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 a prize.

20. 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).

21. The Promoter is: ACP Magazines Ltd of 54-58 Park Street, Sydney, NSW 2000 ABN 18 053 273 546. Telephone: 02 9282 8000..

NSW Permit No. LTPM/11/520, ACT Permit No. TP11/2567.