

## **TERMS & CONDITIONS**

### **TV WEEK issue 40 – WIN! A VIP experience at The Nickelodeon Kids' Choice Awards 2011!**

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 Australian residents who purchase issue 40 of *TV WEEK* magazine are able to take the prize on 7 October 2011. Entrants must be able to redeem the prize at the time, date and venue stipulated by the Promoters (currently scheduled to occur in Sydney on Friday October 7, 2011). If you are under 18 years old, your parent or legal guardian must enter on your behalf, and accompany you to the concert on the dates specified below. 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 September 26, 2011 and closes at 11:59pm (AEDST) on October 03, 2011. The judging will take place at the Promoter's premises and will begin at noon on October 04, 2011. The prize winner will be notified by email and/or mail using contact details provided in their entry. Notification will occur within 7 days of the judges' decision.
5. To be eligible to enter, entrants must during the promotional period, purchase issue 40 of *TV WEEK* magazine (cover date October 01, 2011). Entry can then be made online only. To enter, simply visit [www.tvweek.com.au](http://www.tvweek.com.au) and follow the prompts on the competition entry page, including your full name, address, daytime phone number, email address, and an answer in 25 words or less to the question "Who would you most like to see slimed at this year's awards, and why?"
6. Entrants must retain issue 40 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 literary and creative merit and originality. The judges' decision in relation to any aspect of the competition is final and binding on every person who enters. No correspondence will be entered into.
8. The judges' decision in relation to any aspect of the competition is final and binding on every person who enters. By entering the promotion, unless otherwise advised by the entrant, each entrant consents to the information they submit with their entry being entered into a database and the Promoter may use this information in any media for future promotional, marketing and publicity purposes without any further reference or payment to the entrant. A request to access, update or correct any information should be directed to the Promoter.
9. 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.
10. 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 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.
11. 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.

12. The best (1) entry as determined by the judges will be deemed the winner the major prize pack which consists of:

Return airfares for two (2) adults and two (2) children (12 years and under) to Sydney from the winners nearest capital city

One (1) nights' accommodation in Sydney in a standard twin share room in a minimum of three (3) star hotel for the night of Friday, October 7 2011,

Four (4) x VIP tickets to attend the Australian Nickelodeon Kids' Choice Awards at the Sydney Entertainment Centre

A meet and greet with one (1) of the hosts of the Australian Nickelodeon Kids' Choice Awards.

The total prize is valued at up to \$2,140.00 (depending on point of departure)

The ten (10) next best entries as determined by the judges will be deemed the runners up and will win

One (1) x copy of the 2011 Australian Nickelodeon Kids' Choice Awards CD valued at \$25 each.

13. Total prize pool is valued at up to \$2,390.00. Prize does not include transfers, spending money and all other ancillary costs associated with redeeming the prize. These are the responsibility of the winner and their travel companions.
14. If the winner is from Sydney Metropolitan area, the return flight component of the prize will not be included in the prize.
15. Winners must be available to travel and attend the event on the specified date (7 October 2011) as determined by the promoter. Prize must be taken as offered. Prizes do not include transport to the event venue or any ancillary costs associated with redeeming the prize. These are the responsibility of the winner. The prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be redeemed as cash.
16. In the event that the winner is under the age of 18 years, they must be accompanied by their parent and/or legal guardian when redeeming the event based component of their prize. For the removal of doubt, the prize winning Meet and Greet is for 2 persons only. In the event the winner is under the age of 18 years, the parent/ legal guardian accompanying the winner will be deemed to be the winner's guest for the purpose of the redemption of the prize.
17. The Promoter is neither responsible nor liable for any loss or damage suffered in the event that the Australian Nickelodeon Kids' Choice Awards is postponed, cancelled, rescheduled or relocated for any reason whatsoever. The Promoter is neither responsible nor liable for any loss or damage suffered in the event that one of the hosts of Australian Nickelodeon Kids' Choice Awards are unavailable or postpone, cancel, reschedule the meet and greet for any reason whatsoever. The hosts of Australian Nickelodeon Kids' Choice Awards available to participate in the meet and greet is subject to the individual team host schedule and availability at the time of the arranged meet and greet. The Promoter makes no guarantees to the availability of which host will be available for the meet and greet at the scheduled time. The time and place of the meet and greet will be determined by the promoter in its complete discretion.
18. Prize does not include transfers to and from the winner's place of residence to the airport or hotel/ airport transfers. These costs are the responsibility of the winner.
19. Prize does not include travel to and from the concert venue (unless specified). These costs are the responsibility of the winner.
20. Redemption of prizes is subject to the standard terms and conditions of individual prize and service providers. Prizes do not include any ancillary costs associated with redeeming the prize.
21. The winner (and their companions) are responsible for all other expenses including spending money, meals (unless specified), drinks, transfers (unless specified), laundry charges, activities (unless specified), incidentals, energy surcharges, gratuities, services charges, and all other ancillary costs.

22. It is a condition of accepting the prize that the winner may be requested to present their credit card or a cash deposit upon arrival at any accommodation to cover all incidentals they may incur during their stay.
23. Prize must be taken as offered. The prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be redeemed as cash. The prize cannot be used in conjunction with any other special offer. The prize is valued in Australian dollars. The Promoter accepts no responsibility for any variation in the prize value. Prize winner is advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of their prize. In the event that a portion of the prize is awarded to the winner in the form of a voucher / ticket / pass/ letter, redemption of that portion of the prize will be subject to the terms and conditions stipulated on the voucher / ticket / pass/ letter. The Promoter will not be liable for any voucher / ticket / pass/ letter that has been lost, stolen, forged, damaged or tampered with in any way. Redemption of the prize subject to the standard terms and conditions and guidelines of the accommodation venue and the activity service provider. Failure to follow the standard rules and guidelines presented will result in the winner forfeiting their right to participate in the said activity.
24. All elements of the prize are subject to availability with no cash alternative and the prize package is non-transferable and non-refundable. Winner(s) cannot change, vary, substitute or extend any element of the prize (in whole or in part).
25. If winner is unable to fulfill prize during time period, winner forfeits the prize package with no compensation or further liability of the promoter. Cash will not be awarded in lieu of the prize.
26. If the prize or portion of the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State Regulation.
27. 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) to modify, suspend, terminate or cancel the promotion, as appropriate.
28. Entries not completed in accordance with the terms and conditions or received after the closing date will not be considered. Indecipherable or incomplete entries will be deemed invalid.
29. Except for any liability that cannot be excluded by law, 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 difficulty 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 conditions of entry; (e) any tax liability incurred by a winner or entrant; (f) redemption of a prize and/or (g) use of the prize.
30. By entering the competition, the entrant consents to receipt of any email regarding the competition, 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.
31. All entries become the property of the Promoter. The collection, use and disclosure of personal information provided in connection with this competition is governed by The Privacy Notice (see contents page for location in this issue).
32. The promoter is ACP Magazines Ltd of 54 Park Street, Sydney, NSW 2000. ABN 18 053 273 546.