

## **Terms and Conditions – OPEN MIC PANEL, MONTHLY MEMBER DRAW – Q4 2019**

### **GENERAL**

1. Information on how to enter and prizes form part of the Terms and Conditions. Entry into this competition deems acceptance of the Terms and Conditions.
2. Entry to the draw is open to all residents of Australia who are members of the Open Mic Panel except employees and immediate families of the Promoter, associated companies and agencies and participating outlets. Immediate family means any of the following: spouse, ex spouse, defacto 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.
3. Entrants into this competition must be 14 years of age or older as at the date of entry. All entrants under the age of 18, as of the date of entry, must obtain the prior permission of their legal parent or guardian over the age of 18 to enter.
4. The Promoter is Seven Network (Operations) Limited (ABN 65 052 845 262) of Media City, 8 Central Avenue, Eveleigh NSW 2015.

### **EXISTING MEMBERS TERMS AND CONDITIONS**

#### **Existing Member Draw:**

5. Entrants must be existing members of the Open Mic Panel at the Open date and time listed in Clause 10 ('Eligible Existing Members') to be eligible to go into the Existing Member Draw.
6. Eligible Existing Members of the Open Mic Panel will be automatically entered into the 'Existing Member Draw'.
7. Eligible Existing Members who fully complete one or more research activities between Open date and Close date will receive an additional entry into the draw each time they complete a research activity.

#### **New Member Draw**

8. Entrants who join the panel for the first time between the Open and Close dates ('New Panellist'), in addition to being entered into the 'Existing Member Draw' will also be automatically entered into the 'New Member Draw' outlined in clause 10. One entry into the draw will be lodged into the draw per New Panellist.
9. Entries into the New Member Draw must include all requested contact details to be eligible to win.

### **DATES, DRAW AND PRIZE TERMS**

10. Total prize pool value is (up to) \$3,000.00 (inc GST) as at 1/07/19. Details, open and close times and publish dates of the prizes available to entrants are detailed in the below table:

<b>Draw Name</b>	<b>Open date</b>	<b>Close date</b>	<b>Draw date</b>	<b>Publish date</b>	<b>Prize</b>
<b>Q4 Existing Member Draw</b>	01/10/19 at 00:01 AEDT	31/12/19 at 23:59 AEDT	07/01/20 at 11:00 AEDT	08/01/20	1 x \$500; 20 x \$100 prepaid virtual visa cards
<b>Q4 New Member Draw</b>	01/10/19 at 00:01 AEDT	31/12/19 at 23:59 AEDT	07/01/20 at 11:00 AEDT	08/01/20	1 x \$500 prepaid virtual visa cards

11. The draws will be conducted at the premises of Vision Critical per the dates and times listed in the table in clause 11. The Promoter will ensure that all eligible entries have an equal chance of winning.
12. The winners will be the first valid entries computerised randomly drawn at the premises of Vision Critical, Level 7, 309 George Street, Sydney NSW 2000 on 7/01/20 at 11:00. The Promoter will ensure that all entries have an equal chance of winning the major prize.
13. The winners will be notified by email. Names of winners will be published on the Open Mic website on the dates listed above (<https://www.openmicpanel.com.au>).
14. Prizes will be sent within 28 days.

15. The Promoter may conduct such further draws on 7/04/20 at the same time and place as the original draw in order to distribute any prizes unclaimed by this date, subject to State and Territory legislation. Winners of any further draws will be notified by email and winners of any further prizes will be published on the Open Mic website on 8/04/20.
16. Entrants into this competition must be 14 years of age or older as at the date of entry.
17. All entrants under the age of 18, as of the date of entry, must obtain the prior permission of their legal parent or guardian over the age of 18 to enter. The parent or guardian may be called to verify consent and may be required to sign a release at the discretion of the Promoter. The release will also require the winner's parent or guardian to accept responsibility for the acts and forbearances of the winner. The release must include the full name, address and telephone number of the winner's legal guardian. Failure to provide such proof, particulars or releases will immediately invalidate the winner's entitlement to the prize, subject to State and Territory legislation.
18. If for any reason this competition is not capable of running as planned including infection by computer virus, mobile phone failure, line drop out, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupts or affect the administration security, fairness, integrity or proper conduct of this promotion, the Promoter [subject to state and territory legislation] reserves the right to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the promotion. The Promoter and their associated agencies and companies will not be liable or responsible for any problems or technical malfunction of any telephone network or lines, computer on line systems, servers, or providers, computer equipment, software, technical problems of the phone or of any phone network, or any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur during the draw; whilst undertaking any travel won on or connected with their entry into the draw; in the participation in any prize; as a consequence of late, lost or misdirected mail, email SMS or phone call; 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; any injury or damage to entrant's or any other person's computer software or phone; or any combination thereof, related to or resulting from participation or sending or receiving of any communication or of any materials in this competition.
19. For any cash prizes your name on your entry must be that of an eligible bank account to which a cheque or prepaid virtual visa cards can be cashed. All prize values are in Australian dollars. The Promoter makes all reasonable efforts to send cheques or prepaid virtual visa cards in the names as specified in the original entry. Winning entries with only a family name or reference to a family as the entrant cannot be cashed by banks. If the winner of any prize is under 18 years, the prize may be awarded to the winner's nominated parent or guardian on behalf of the winner, at the discretion of the Promoter.
20. Inaudible, incomprehensible, illegible, and incomplete entries will be deemed invalid. All entries become the property of the Promoter and cannot be returned.
21. If 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. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
22. The Promoter highly recommends a current residential street address be provided when requested for ease of correspondence and potential prize delivery. The Promoter makes all reasonable efforts to deliver prizes to the addresses provided by competition entrants. The Promoter cannot guarantee that any prizes returned to the Promoter due to non-delivery at the provided address will be re-sent to the prize winner.
23. The Promoter reserves the right to request winners to sign a winner's deed of release or any other relevant forms or agreements that the Promoter deems necessary, to provide proof of identity, proof of age, proof of residency at the nominated prize delivery address and/or proof of entry validity (including phone bill) in order to claim a prize. Proof of identification, residency, age and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
24. The Promoter reserves the right to redraw in the event of an entrant, claiming to be a winner, being unable to satisfy these Terms and Conditions.
25. The Promoter's decision in relation to any aspect of the competition is final and binding on each person who enters. No correspondence will be entered into. No responsibility is accepted for late, lost or misdirected entries. Prizes are subject to availability, not transferable or exchangeable and, with the exception of cash prizes, cannot be taken as cash. Prizes will be sent to the winner's nominated address as stated in their original entry. The Promoter and their associated agencies, and companies associated with this promotion will take no responsibility for prizes damaged or lost in transit.
26. All entries and any copyright subsisting in the entries become and remain the property of the Promoter who may publish or cause to be published any of the entries received. 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 West Media'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, 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.

27. 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 (and their companions) agree to granting the promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide, including online social networking sites, and the winners (and their companions) will not be entitled to any fee for such use.
28. Prize winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of that prize.
29. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), 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 a prize.
31. **Authorised under: NSW Permit number LTPM/19/04204.**