

# THE LIVING ROOM

## “AUSTRALIA’S SMARTEST DOG”

### TERMS & CONDITIONS

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1. WTFN Entertainment Pty Ltd (“the Producer & The Promoter”), on behalf of The Living Room, is looking for Australia’s Smartest Dog. The owner of the dog deemed Australia’s Smartest Dog “successful Applicant” and their Dog, will appear on The Living Room program on Network Ten.
2. The Applicant and their Dog will be required to participate in the production and recording of The Living Room on October 15, 2014, for the use of The Living Room series episodes to be broadcast on Network Ten in 2014 and subsequent repeat seasons.
3. Applicants must be **18 years of age or over** and must be an Australian resident at the time of departure.
4. Applications will be accepted from **15.00 pm AEST on Friday 5<sup>th</sup> September, 2014 and close on Wednesday October 8<sup>th</sup> at 11.59 am AEDT**. Applications will be reviewed between Wednesday 8<sup>th</sup> October and Friday 10<sup>th</sup> October, 2014.
5. To submit a valid application, eligible persons are required to complete the application form at [www.wfn.com/casting/smartestdogcomp](http://www.wfn.com/casting/smartestdogcomp) or via [www.tenplay.com.au/thelivingroom](http://www.tenplay.com.au/thelivingroom) as advertised on Network TEN. Applicants will be asked to provide personal information including but not limited to their first name, surname, date of birth, full address including state and postcode, email address and phone number plus answer various questions and information about themselves and their dog.
6. The Applicant and their dog must be available to travel to Sydney for the taping of The Living Room on October 15, 2014.
7. Inaudible, incomplete or incomprehensible applications will be deemed invalid.
8. There is no charge for applying online, however internet connection rates may apply. The cost of accessing the promotional website will be dependent on the entrant’s individual Internet Service Provider.
9. Applicants may apply only once throughout the Application period. Only one Applicant will be selected to join the Event.
10. An application form will need to be submitted including, but not limited, to the following questions:
  - a. Dog’s name
  - b. Tell us in 25 words or less why your dog is Australia’s Smartest?
  - c. Supply a brief video showcasing your dog’s special talents and demonstrating why your dog should be judged as Australia’s Smartest Dog. The entry video is to be no longer than 90 seconds in duration. It may include any design elements that the entrant deems to be entertaining, creative, and original. The video must be submitted in a compatible file format including .mov .avi .wmv or .mpeg files. Video taken at 320x240 resolution will convert best. The video file size must be under 20MB.
11. The Producer, or its nominee (the Judge/s), will review the applications and select a suitable winner based on the selection criteria.
12. The Producer may contact any applicant to interview them for further information or to determine their dogs suitability for filming (within its absolute discretion) prior to selecting the final preferred Applicant.
13. The Producer’s decision is final and no correspondence will be entered into.
14. The Applicant will receive the following:
  - a. 1 x Return Domestic (Australia) flight from major ports (Adelaide, Melbourne, Brisbane, Perth) to Sydney\* (SYD) (up to AUD\$1000)
  - b. Flights and pet freight for 1 x dog
  - c. Accommodation x one (1) night for one (1) person.
  - d. Accommodation x one (1) night for one (1) dog.

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- e. A year's supply of pet food courtesy of PetCircle valued at up to \$1200
- f. Plus the chance to have your Dog officially named Australia's Smartest Dog

\*If the Successful Applicant is from NSW, the domestic flight component will not be included and the Applicant must make their own way to Sydney.

Total Value up to AUD\$2700.

- 15. Values are based upon the recommended retail prices at the time of printing (inclusive of GST). The successful
- 16. The Applicant must agree to be available with their dog to travel on Tuesday 14<sup>th</sup> October to arrive in **Sydney for the filming on Wednesday 15<sup>th</sup> October, 2014.**
- 17. If an element of the Event is unavailable, for whatever reason, the Producer is under no obligation to make any provision for these to be substituted with other events.
- 18. The Applicant understands and agrees to appear on camera with vision broadcast in a 2014 episode of The Living Room and subsequent repeat episodes.
- 19. There is no cash or other benefit, connected with the Recording and appearances on Network Ten in The Living Room program. If the Event does not go ahead for any reason whatsoever, the Network and the Producer are not obliged to schedule another recording in its place or provide any other benefit in lieu of the Recording.
- 20. In the event that the recording is completed, the inclusion of the filmed segment in The Living Room program is at the absolute discretion of the Producer. The Producer has full creative control over the filming, editing and presentation of the filmed segment for broadcast.
- 21. The successful Applicant will be responsible for all other expenses including additional spending money, meals (unless specified), drinks, transfers (unless specified), laundry charges, activities (unless specified), incidentals, taxes (including departure taxes unless specified), energy surcharges, gratuities, services charges, travel insurance and all other ancillary costs. Travel insurance is highly recommended to protect against the additional costs incurred in the event of unforeseen circumstances. Government taxes are an additional cost to the winners and their travelling companions and are required prior to ticketing. Participation in the Event cannot be transferred, exchanged or redeemed for cash.
- 22. The successful Applicant is responsible for transport from their residence to and from their nearest capital city for domestic flight departure and arrival.
- 23. Applicants must not have a criminal record. A police check may be conducted.
- 24. The successful Applicant agrees to follow WFTN and its representatives instructions at all times.
- 25. A credit card imprint or cash deposit may be required from the successful applicant at check-in to the hotel, for all incidental charges. Once accommodation vouchers are issued they are non-changeable.
- 26. Travel must be taken on the dates specified and are subject to hotel and flight availability.
- 27. Travel is not available during block out periods or peak times such as special event, public holidays and school holidays and cannot be changed once the booking has been made.
- 28. Air tickets are available on the regular scheduled services of each airline and are subject to seasonal embargos. The Promoter has the right to determine the flight carrier. The successful Applicant may be considered responsible for any amendments fees issued by airlines or suppliers once booking is confirmed and ticketed. Frequent Flyer points are not available from any airline.
- 29. All bookings and documentation in relation to travel and the Event are subject to the providers own terms and conditions. The acceptance of participation in the Event is conditional on acceptance of the terms and conditions of travel as detailed by the suppliers and the airline carriers in accordance with normal travel practices.

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30. All travel is subject to availability at all times and maybe dependent on select seat class with airlines or specific room category availability with accommodation partner.
31. Network TEN and any benefiting parties make no representation as to the safety, conditions or other issues that may exist at any destination.
32. Neither the Network nor the Producer will be held liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any injury, either personal or related to the dog, suffered or sustained in connection with the travel or the Recording, except for any liability which cannot be excluded by law.
33. The Producers reserve the right to refuse to allow an Applicant and/or their Dog to take part in any or all aspects of the Event, if the producer determines, in their absolute discretion, that a successful Applicant and/or their Dog is not in the mental or physical condition necessary to be able to safely participate in the Event. It is a condition of accepting the prize that the Applicant may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
34. By accepting a prize role, the Applicant agrees to participate with their Dog and cooperate as required with all reasonable media editorial requests relating to the Event, including but not limited to, being interviewed and photographed, filmed, information posted on social media channels and/or chaperoned throughout the duration of the Event.
35. Network Ten Limited, the Producer or their associated companies or nominees (the Network) reserve the right to request Applicants to provide proof of age, identity, residency and proof of ownership of the Dog or other relevant consents. Identification considered suitable for verification is at the discretion of the Producer.
36. The Network and the Producer reserve the right in their sole discretion to cancel, modify or suspend the process at any time if for any reason it cannot go ahead as planned.
37. Network Ten and the Producer accept no responsibility for any applications lost in transit or not received by the application closing time due to technical disruptions or any other reason beyond the control of the Network.
38. To the extent permitted by law, Network Ten and the Producer excludes liability for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment, software, technical problems or traffic congestion on telephone networks or lines.
39. Employees and their immediate families of the Producer and Network TEN Pty Ltd are ineligible to apply.
40. The Promoter reserves the right to verify the validity of entries and to disqualify any Application which, in the opinion of Promoter, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these Application Terms & Conditions or who has, in the opinion of Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter and Producer. This includes, but not limited, to entrants and households using multiple email addresses, postal addresses or PO Box addresses. The Promoter reserves the right to disqualify an Applicant if Promoter becomes aware that the Applicant is an entry is of a type described in this clause.
41. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Application. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
42. Entries must be received by 11.59 am (AEST) on Wednesday October 8, 2014. The time of entry will in each case be the time the online Application is received by the WTFN database or the Promoter's database. The Promoter accepts no responsibility for any

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late, lost or misdirected entries not received by the Promoter or delays in the delivery of the Application due to technical disruptions, network congestion or for any other reason.

43. All applications become the property of Network Ten and WTFN and will be used solely for the purpose of conducting this Application. All personal details of Applicants will be stored electronically at the office of WTFN, the Producer or their associated entities or agencies in connection with this event. A request to access, update or correct any information should be directed to WTFN. A copy of the WTFN's privacy policy in relation to treatment of personal information collected may be reviewed at <http://wtfn.com/terms-and-privacy/>.
44. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
45. The successful Applicant will be notified by phone and in writing within two (2) business days of the judging period.
46. Should an Applicant's contact details change during the application period, 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 Promoter.
47. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the promotion result.
48. It is a condition of accepting the prize that the successful applicant must comply with all the conditions of use of the event and the event supplier's requirements and they may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
49. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the application process on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the call for applications and recommence it from the start on the same conditions, subject to any written directions given under State Regulation.
50. The Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law. The Promoter is not responsible for any incorrect or inaccurate information or for any technical error, or any combination thereof that may occur in the course of the administration of this application including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.
51. The Promoter and their associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.
52. If for any reason this promotion is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the competition, subject to any written direction given under State Regulation.
53. Entrants' personal information may be disclosed to the Producer and the successful Applicant's name published online and broadcast on The Living Room. A request to access, update or correct any information should be directed to the Promoter.
54. STANDARD OPT-IN: All entries become the property of The Promoter. When an entrant

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enters the promotion, the entrant will have an option to either tick or leave not ticked an “opt-in” box agreeing to receive electronic communications from The Promoter/The Producer. If the entrant ticks the box, they will be entered into a database and The Producer/Promoter may use the entrant’s names, addresses, email and telephone numbers for future promotional, marketing and publicity purposes in any media worldwide without notice and without any fee being paid (unless otherwise advised by the entrant). By opting-in, entrants confirm that they allow their details to be used and shared for this purpose. If entrants no longer consent to their details being used for future marketing purposes, the entrant should contact The Promoter/The Producer on their details set out below. Any request to update, modify or delete the entrant’s details should be directed to The Promoter/Producer.

55. You consent to The Promoter/Producer, to collect your personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying the winner and prize fulfilment). Your personal information may be disclosed to third party service providers for this purpose. Your personal information may be disclosed to State and Territory lottery departments and winners' names published as required under the relevant lottery legislation. For purposes of public statements and advertisements the Promoter will only publish the winner’s surname, initial and state. A request to access, update or correct any information should be directed to the Promoter. If you are not willing for this to occur you cannot participate in the promotion.
56. The Promoter/Producer is bound by the Australian Privacy Principles (APPs) in the Privacy Act 1988 (Cth) and by entering the Competition, you (the entrant) are taken to consent to WTFN’s privacy policy which contains information, amongst other things, about how you may access personal information that is held by WTFN about you and seek correction of such information. See <http://wfn.com/terms-and-privacy/> to view WTFN’s Privacy Policy in full. The Privacy Policy also contains information about how you may complain about a breach of the APPs, or a registered code that is binding on our organisation and how Network TEN will deal with such complaints. We may disclose your personal information to related entities and third party service providers outside Australia.
57. The Promoter and The Producer is WTFN Pty LTD, 108 Miller Street, Pyrmont NSW 2009, ABN; 84 096 259 808. Network Ten Pty Ltd, 1 Saunders Street, Pyrmont NSW 2009 ABN: 91 052 515 250.