

TERMS & CONDITIONS OF ENTRY

“WAKE UP MOTHER’S DAY COMPETITION”

By entering the “WAKE UP MOTHER’S DAY” competition, you are agreeing to the following terms and conditions:

1. GENERAL INFORMATION

- 1.1 Information on how to enter this competition forms part of the terms of entry.
- 1.2 The competition commences on 30/4/2014 at 00:01 (AEDT) and concludes 8/4/2014 at 23:59 (AEDT) (the “Promotion Period”)
- 1.3 The competition will be advertised on Network TEN and via the tenplay.com.au/wakeup website, Wake Up’s social media platforms including Facebook and Twitter and through electronic direct mail.
- 1.4 This is a game of skill competition and chance plays no part in determining the winners.

2. ENTRY ELIGIBILITY

- 2.1 Entry is open to all residents of Australia who are 16 years old or over. Entrants under the age of 18 must obtain the prior permission of a parent or guardian over the age of 18 to enter.
- 2.2 Cost of entry via the internet is free. Internet connection rates apply.
- 2.3 Employees and their immediate families of Network Ten Pty Ltd, and their associated agencies and companies associated with the Promotion are not eligible to enter.

3. HOW TO ENTER

- 3.1 To enter, participants are required to:
 - Log onto Facebook using their personal account and upload a photo of themselves with their mother to the Wake Up Facebook page’s ‘wall’ (Facebook.com/WakeUpOnTEN)
- 3.2 All entries must be received within the Promotion Period.
- 3.3 The Promoter accepts no responsibility for any late, lost or misdirected entries including entries not received by the Promoter or delays in the delivery of the entry due to technical disruptions, network congestion or for any other reason.
- 3.4 All entries must be free from copyright and must be the entrants own and original work. Entries must not plagiarise or infringe any party’s intellectual property rights and the Promoter is not held liable should the entrant be engaged in such activities.
- 3.5 Incomplete or incomprehensible entries will be deemed invalid.
- 3.6 All entries become the property of the Promoter and may be used by Ten across its social media, online or broadcast properties. All personal details of winning entrants will be stored electronically at the office of the Promoter or its agency acting on its behalf in relation to this promotion. A request to access, update or correct any information should be directed to the Promoter. A copy of the Promoter’s privacy policy in relation to treatment of personal information collected may be obtained <http://tenplay.com.au/privacy>.
- 3.7 In consideration for the Promoter awarding the prize to the winner, the winner hereby assigns to the Promoter all right, title and interest in and to all copyright in any material created pursuant to the winner’s participation in any aspect of the prize (Works). The winner acknowledges that the Promoter is free to use the Works and to exercise its rights in relation thereto and the winner will not be entitled to any fee for such use.

4. PRIZE DETAILS

- 4.1 There are one (1) grand prize.
 - a. 1x Saeco Moltio Class Silver Coffee Machine Valued at \$1,119
 - b. The total price pool is valued at \$1,119
- 4.2 The winners will receive their prize within 28 business days a national courier service.
- 4.3 The Promoter will not be held responsible should the winner provide incorrect personal identification or address details.
- 4.4 If for any reason any element of the prize becomes unavailable for any reason, which is out of the Promoters control then a similar prize to equal value, will be awarded in lieu.
- 4.5 Should the winner and their companion engage in any illegal activity, Network TEN and their associated sponsors are not held responsible.
- 4.6 Once prizes have left the Promoter's premises, the Promoter takes no responsibility for prizes damaged, delayed or lost in transit.
- 4.7 Prizes cannot be transferred, exchanged or redeemed for cash.
- 4.8 Unless expressly stated in there terms and conditions all other expenses become the responsibility of the winner.
- 4.9 Prizes will be awarded to persons named in the entry and it is up to those persons to advise TEN how they wish the prize value to be split amongst themselves
- 4.10 By accepting the prize, the winner agrees to participate in and co-operate as required with all reasonable media editorial requests relating to the prize, including but not limited to, being interviewed and photographed, filmed and/or chaperoned throughout the duration of the prize.
- 4.11 In the event that for any reason whatsoever a winner does not take an element of the prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that element of the prize.

5. PRIZE JUDGING

- 5.1 Each valid entrant who has entered the competition over the duration of the Promotional Period will be considered in the prize judging.
- 5.2 The judging will take place at The Promoter's premises, 1 Saunders Street, Pyrmont NSW 2009, commencing 9/4/2014 at 5:00 (AEDT).
- 5.3 The winner will be the most creative, original and unique entry received from the opening of the competition to 23:59 (AEDT) on 8/4/2014.
- 5.4 The winner will be notified of their prize by phone and in writing within 6 hours of judging.
- 5.5 The Promoter reserves the right to request winners to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity in order to claim a prize. Proof of identification, residency 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.
- 5.6 Prizes will be awarded to the person(s) named in the entry. Should an entrant's contact details change during the Promotion 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.

6. STANDARD TERMS

- 6.1 The Promoter reserves the right to verify the validity of entries and to disqualify any entry 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 Terms & Conditions of Entry 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. The Promoter reserves the right to

disqualify a winner if Promoter becomes aware that the winner and/or the winner's entry are of a type described in this clause.

- 6.2 Any entry that is made on behalf of an Entrant by a third party will be invalid.
- 6.3 It is a condition of accepting the Prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the promoter in its absolute discretion.
- 6.4 The promoter reserves the right to refuse to allow a winner to take part in any or all aspects of the prize, if the promoter determines, in their absolute discretion, that a winner is not in the mental or physical condition necessary to be able to safely participate in the prize. It is also a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion
- 6.5 Network Ten Pty Ltd and the prize sponsor advises that the winners seek their own tax advice and be responsible for reporting any monies earned to the Australian Taxation Office.
- 6.6 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 competition 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 competition and recommence it from the start on the same conditions.
- 6.7 Network Ten Pty Ltd and the prize sponsor 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 and its sponsor is not responsible for any incorrect or inaccurate information, either caused by the phone user or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition 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.
- 6.8 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 promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved
- 6.9 Network Ten Pty Ltd, their associated agencies and companies and sponsor 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 reserve the right to take any action that may be available.
- 6.10 If for any reason this competition 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.
- 6.11 Entry and continued participation in the Promotion is dependent on entrants following and acting in accordance with the Instagram, Twitter and Facebook terms of use, here <http://instagram.com/legal/terms/#>, here <https://twitter.com/tos> and here <https://www.facebook.com/legal/terms>
- 6.12 This promotion adheres to the Instagram, Twitter and Facebook community guidelines which can be found at: <http://help.instagram.com/477434105621119/>,

<https://support.twitter.com/articles/69214-rules-and-best-practices#> and <https://www.facebook.com/communitystandards>.

- 6.13 This promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram, Twitter or Facebook. Entrants understand that they are providing their information to the Promoter and not to Instagram, Twitter and Facebook. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Instagram, Twitter and Facebook.
- 6.14 All entrants unconditionally and irrevocably release and discharge Instagram, Twitter and Facebook from any and all liability in relation to this Promotion.
- 6.15 The Promoter is collecting the entrant's personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying winner). If you are not willing for this to occur you cannot participate in the Promotion.
- 6.16 The Promoter is Network Ten Pty Ltd, 1 Saunders Street, Pyrmont NSW 2009 ABN: 91 052 515 250 Telephone number (02) 9650 1010. Website www.ten.com.au