**Chance to Win $100,000 - Newsagency Trade Incentive Terms & Conditions ("Conditions of Entry")**

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| **Schedule** |
| **Promotion:**  | Chance to Win $100,000 - Newsagency Trade Incentive |
| **Promoter:**  | Are Media Pty Limited ABN 18 053 273 546, 54 Park Street, Sydney, NSW 2000, Australia. |
| **Promotional Period:** | **Start date:** 30/12/21 at 12:01 am AEDT **End date:** 10/08/22 at 11:59 pm AEST |
| **Eligible newsagents:**  | Entry is only open to Australian and New Zealand newsagents.For the sake of clarify, supermarkets, petrol stations and convenience stores are not eligible for this Promotion. |
| **How to Enter/Win:** | * The consumer winner drawn from all entries received during the Promotional Period – 30th December 2021 – 10th August 2022 in the Chance To Play To Win A Million Competition component of the ‘Magazine Millionaire and Instant Win $100 Prize’ Promotion (terms which are available at <https://www.aremedia.com.au/competitions>; authorised under: ACT Permit No. TP 21/02120, NSW Authority No. TP/00018 and SA Permit No. T21/1908) (“Consumer Competition”) whom is asked to participate in the prize game for that respective competition (“Consumer Winner”) will determine the winning newsagent for this Promotion. The associated eligible newsagent where the Consumer Winner completed their purchase for their winning entry, will also have the chance to participate in a game for the chance to win up to $100,000 (“Prize Game”).
* If the Consumer Winner did not complete their winning purchase for entry at an eligible newsagent or a subscription was purchased for the winning entry – then the next reserve consumer entry drawn will be reviewed to see if it was purchased from an eligible newsagent, and this process will continue until an eligible newsagent is found and they will be offered the opportunity to participate in the Prize Game (“Winning Newsagent”).
* The owner of the Winning Newsagent aged 18 years or over, will be required to play the Prize Game, unless they provide in writing confirmation of who will participate / play on their behalf (any person they nominate to play the Prize Game on their behalf must be aged 18 years or over). If the winner is from New Zealand, they shall play the Prize Game via Zoom. If for any reason the winning owner cannot be contacted or does not accept in writing participation in the Prize Game (by the time specified by the Promoter), they will forfeit their right to any prize and the next reserve owner determined in accordance with the paragraph above will be provided the opportunity to participate in the Prize Game. This process will continue as required to determine a participant in the Prize Game. The eventual winning owner determined in accordance with this paragraph will be referred to as the ‘Winning Newsagent Owner’.
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| **Prize Game Details:** | * The Prize Game will take place at a date between 04/09/2022 and 28/10/2022 at a time between 6.00am and 9.00pm AEDT at location in New South Wales, Australia or virtually online (e.g., via Zoom), as determined by the Promoter. If the Prize Game takes place virtually then travel to/from the Prize Game will not be provided.
* If the Winning Newsagent Owner is from Australia (and outside of New South Wales), they will receive return economy flights from the Winning Newsagent Owner’s nearest capital city if in Australia (for the Winning Newsagent Owner and a companion) to Sydney, New South Wales, 1 x night 4-star accommodation, and select transfers (to and from airport to hotel and to and from Prize Game and hotel); valued in total at up to AUD$2,500. If the Winning Newsagent Owner resides within New South Wales, the Winning Newsagent Owner will be responsible for transport to and from the Prize Game. If the Winning Newsagent Owner is from New Zealand, the Prize Game will take place over Zoom and the Promoter will nominate a proxy to take part in the Prize Game on behalf of the Winning Newsagent Owner (and pick up the envelopes chosen by the Winning Newsagent Owner). In this case, no flights, transfers or accommodation will be provided (and this element of the prize will be forfeited by the Winning Newsagent Owner).
* The Prize Game will consist of envelopes:
	+ two (2) envelopes will contain promotional messages representing winning symbols; and
	+ the other eighteen (18) envelopes will each contain promotional messages representing non-winning symbols.
* To play the Prize Game, the Winning Newsagent Owner or proxy/representative participating in the Prize Game on their behalf (“Attendee”) must choose two (2) envelopes without touching, handling or interfering in any way with any of the other suitcases on display. If the Attendee is found to have breached this condition, he/she will be disqualified.
* The following will occur depending on the outcome of the Prize Game:
	+ Outcome 1: If the Attendee selects the two envelopes containing promotional messages representing the winning symbols, then, subject to verification by the judges, the Winning Newsagent Owner will win the Major Prize of $100,000.
	+ Outcome 2: If the Attendee selects one (1) envelope containing a promotional message representing one winning symbol and selects one envelope containing a promotional message representing one non-winning symbol, then the $100,000 prize will not be given away and, subject to verification by the judges, the Winning Newsagent Owner will win the Minor Prize of $10,000.
	+ Outcome 3: If the Attendee selects two (2) envelopes containing a promotional message representing two (2) non-winning symbols, then the $100,000 prize will not be given away and, subject to verification by the judges, the Winning Newsagent Owner will receive the Consolation Prize of $5,000.
* Prize money will be awarded to the winner via electronic funds transfer to the winner’s nominated Australian or NZ bank account in the winner’s name within 28 days post Prize Game (pending outcome of the Prize Game). Cash prize will be awarded in the currency of the country where the winner resides (i.e. in NZD if winner is from New Zealand, or AUD if winner is from Australia).
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| **Total Prize Pool:**  | Up to AUD $102,500 |
| **Winner notification:** | The Winning Newsagent Owner will be notified by phone and email. |

1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that participation in this Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period").
3. The terms for the Consumer Competition impact the eligibility of entries for this Promotion.
4. Directors, officers, management and employees (and their immediate family members) of agencies/companies directly associated with the conduct of this Promotion, the Promoter, businesses involved in determination of winner/s for the Promotion, businesses involved in the management of the Promotion, any organisation benefiting from the Promotion, the Promoter’s distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to win. "Immediate family member" means any of the following: spouse, ex-spouse, de-facto 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.
5. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize.
6. No part of a prize is exchangeable or transferable, unless otherwise specified in writing by the Promoter.
7. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
8. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at www.aremedia.com.au/privacy/. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. Personal information collected from entrants will not be disclosed to any entity located outside of Australia.
9. It is a condition of accepting the prize that a winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize.
10. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
11. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Consumer Guarantees Act 1993 (NZ) and/or Fair Trading Act 1986 (NZ) and the Competition and Consumer Act 2010 (Cth).
12. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.
13. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
14. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion or claiming a prize, the Promoter will resolve the dispute in direct consultation with the entrant. If the dispute cannot be resolved the Promoter’s decision will be final.
15. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
16. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
17. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
18. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
19. Authorised under: ACT Permit No. TP 21/02246, NSW Authority No. TP/00018 and SA Permit No. T21/2025.