**Take 5/Lucky Break Promotion**

**Issues 40-48, 2021**

(“Promotion”)

**Terms and Conditions**

1. Information on how to enter and prizes forms part of these terms and conditions. By participating in the Promotion, you agree to be bound by these terms and conditions. All times outlined herein are in AEST/AEDST, based on times applicable in NSW.

*Entry*

1. For Australian residents, the entire Promotion commences at 12:01am AEST/AEDST on 30th September 2021 and ends, for mail entries, with the last mail received on 24th December 2021 and, for online entries, at 11:59pm AEST/AEDST on 24th December 2021. For New Zealand residents, the entire Promotion commences on 27th September 2021 and online entries ends at 11:59pm NZT 20th December 2021. Entries open and close for each of Issues 40-48 on the dates outlined in Table A below (each a “Promotional Period”).

**Table A**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Issue** | **Take 5 Open Date** | **Take 5 Close Date** | **Lucky Break Open Date** | **Lucky Break Close Date** |
| **40** | 30/9/2021 | 29-Oct-21 | 27-Sep-21 | 25-Oct-21 |
| **41** | 7/10/2021 | 5-Nov-21 | 4-Oct-21 | 1-Nov-21 |
| **42** | 14/10/2021 | 12-Nov-21 | 11-Oct-21 | 8-Nov-21 |
| **43** | 21/10/2021 | 19-Nov-21 | 18-Oct-21 | 15-Nov-21 |
| **44** | 28/10/2021 | 26-Nov-21 | 25-Oct-21 | 22-Nov-21 |
| **45** | 4/11/2021 | 3-Dec-21 | 1-Nov-21 | 29-Nov-21 |
| **46** | 11/11/2021 | 10-Dec-21 | 8-Nov-21 | 6-Dec-21 |
| **47** | 18/11/2021 | 17-Dec-21 | 15-Nov-21 | 13-Dec-21 |
| **48** | 25/11/2021 | 24-Dec-21 | 22-Nov-21 | 20-Dec-21 |

1. The Promotion consists of three (3) draws each with a prize pool. Entries received for each Issue will be entered into the respective draw/s listed below. For the sake of clarity, entries received for Issues 40, 41 and 42 will be entered into Draw 1; 43, 44 and 45 will be entered into Draw 2; 46, 47 and 48 will be entered into Draw 3. Draw dates all also specified below.

**Table B**

|  |  |  |
| --- | --- | --- |
| **Draw** | **Issues** | **Draw Date** |
| 1 | 40,41,42 | 3-Dec-21 |
| 2 | 43,44,45 | 24-Dec-21 |
| 3 | 46,47,48 | 14-Jan-22 |

1. If you are under the age of 18 years, you must have the prior consent of your parent or legal guardian to enter. Entry is open to Australian residents who purchase from an authorised outlet (or receive as part of a subscription) an issue of Take 5 that is listed in Table A and to New Zealand residents who purchase from an authorised outlet (or receive as part of a subscription) an issue of Lucky Break that is listed in Table A. Employees of the Promoter and their immediate family and other persons associated with the Promotion are ineligible to enter.
2. **To enter by mail (Australia only):** You can enter by completing the entry coupon in the magazine, filling in the correct answers to the relevant puzzles and sending the completed coupon by mail so it is received by the Promoter during the applicable Promotional Period. Mail entries are to be sent to the PO Box as published in the magazine. Multiple entries by mail are permitted, subject to entry being posted in a separate stamped business-sized envelope (220mm x 110mm or smaller) and containing an official entry coupon. Only original entry forms from magazines in official circulation are valid. Entries from newsagents' returns will not be accepted.
3. **To enter online (Australia and New Zealand):** You can enter by correctly completing the puzzle element in the magazine and going to [www.nowtolove.com.au/take5mag](http://www.nowtolove.com.au/take5mag) for Australia and [www.nowtolove.com.au/luckybreak](http://www.nowtolove.com.au/luckybreak) for New Zealand and following the prompts to the competition entry page. At the competition entry page, you submit an online entry by completing the entry form (including filling in the correct answers to the relevant puzzles and your contact details) and submitting the entry as instructed during the applicable Promotional Period. Only one online entry is accepted per person per puzzle per issue.
4. For the avoidance of doubt, you do not have to complete every puzzle; you may complete only the puzzles relevant to the prizes that you wish to win. You must retain the original of all purchase receipts for all entries as proof of purchase. If a receipt is not available from the store where the magazine(s) were purchased, you must retain an original of the magazine cover as proof of purchase. Failure to produce the required valid purchase receipt or original magazine cover for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of all of your entries and forfeiture of any right to a prize. Each entry must relate to a separate, qualifying purchase. Photocopies or scanned copies of the magazine cover or purchase receipt will not be accepted.
5. An entry must not be: (a) late; (b) incomplete; (c) indecipherable; (d) incomprehensible; (e) illegible; or (f) unlawful. Any such entry will be ineligible and will be discarded. Any entry that the Promoter deems otherwise inappropriate will be ineligible and will be discarded.
6. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these terms and conditions or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
7. The Promoter is not responsible or liable for late, lost or misdirected mail enclosing an entry, or an entry not being received by the Promoter for any reason whatsoever.
8. Any costs associated with entering the Promotion, including data costs, are the entrant’s responsibility.

*Draw and award of prize*

1. Each draw for puzzles comprised of mail and online entries will take place at Greeneagle Distribution and Fulfilment, Unit 5/9 Fitzpatrick Street, Revesby NSW 2212 on the applicable date specified in Table B at 9:30am AEST/AEDST.
2. On each draw date, the Promoter will conduct a random draw to determine the winners for puzzles comprised of valid mail and online entries. The Promoter will also draw reserve winners in the event an original drawn winner is invalid or ineligible. If this process does not result in all prizes being awarded, the remaining prize(s) will be awarded in the unclaimed prize draw as set out below.
3. The first (1) valid and correct entry drawn for each puzzle, from all entries received during each promotional period, will be deemed prize winners. Prizes for each promotional period are separate and these weekly prizes are stipulated in Table C.

**Table C –**

1. **Shared prizes for draw 1: entries from issues 40, 41, 42**

|  |  |  |  |
| --- | --- | --- | --- |
| **Prize** | **Value (AUD)** | **Qty** | **Total Value** |
| Cash ($50 x 1) | $ 50.00 | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | 1 | $ 50.00 |
| Smart TV (x1) | $1,129.00 | 1 | $1,129.00 |
| Laptop (x1) | $399.00 | 1 | $399.00 |
| Cash ($50 x 1) | $ 50.00 | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | 1 | $ 50.00 |
| Microwave Oven (x1) | $329.00 | 1 | $329.00 |
| Kettle & Toaster Set (x1) | $288.00 | 1 | $288.00 |
| Cookware (x1) | $999.99 | 1 | $999.99 |
| Washing Machine (x1) | $999.00 | 1 | $999.00 |
| Cash ($50 x 1) | $ 50.00 | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | 1 | $ 50.00 |
| Cash ($100 x 1) | $ 100.00 | 1 | $ 100.00 |
| Stick Vacuum (x1) | $499.00 | 1 | $499.00 |
| Handbag (x1) | $ 179.00 | 1 | $ 179.00 |
| Cash ($50 x 1) | $ 50.00 | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | 1 | $ 50.00 |
| Cash ($100 x 1) | $ 100.00 | 1 | $ 100.00 |
| Perfume (x5) | $ 198.00 | 5 | $ 990.00 |
| Cash ($50 x 1) | $ 50.00 | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | 1 | $ 50.00 |
| Cookbook (x10) | $18.95 | 10 | $ 189.50 |
| Cash ($50 x 1) | $ 50.00 | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | 1 | $ 50.00 |
| Pan & Knife set (x5) | $578.75 | 5 | $2,893.75 |
| Cash ($50 x 1) | $ 50.00 | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | 1 | $ 50.00 |
| Ultimate Kids gift card | $ 30.00 | 1 | $ 30.00 |
| Ultimate Kids gift card | $ 30.00 | 1 | $ 30.00 |
| Ultimate Kids gift card | $ 30.00 | 1 | $ 30.00 |
| Ultimate Kids gift card | $ 30.00 | 1 | $ 30.00 |

The TOTAL PRIZE POOL FOR DRAW 1 IS VALUED AT UP TO AUD **$10,965.24** (including GST).

1. **Shared prizes for draw 2: entries from issues 43, 44, 45**

|  |  |  |  |
| --- | --- | --- | --- |
| **Prize** | **Value (AUD)** | **Qty** | **Total Value** |
| Cash ($50 x 1) | $ 50.00 | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | 1 | $ 50.00 |
| Smart TV (x1) | $ 1,349.00 | 1 | $ 1,349.00 |
| Smart Watch (x1) | $ 499.00 | 1 | $ 499.00 |
| Cash ($50 x 1) | $ 50.00 | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | 1 | $ 50.00 |
| Cookware & Knife Block Set (x1) | $ 2,299.98 | 1 | $ 2,299.98 |
| Dishwasher (x1) | $ 1,149.00 | 1 | $ 1,149.00 |
| Tablet (x1) | $ 249.00 | 1 | $ 249.00 |
| Laptop (x1) | $ 399.00 | 1 | $ 399.00 |
| Cash ($50 x 1) | $ 50.00 | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | 1 | $ 50.00 |
| Cash ($100 x 1) | $ 100.00 | 1 | $ 100.00 |
| Ear buds (x1) | $ 319.00 | 1 | $ 319.00 |
| Handbag (x1) | $ 139.95 | 1 | $ 139.95 |
| Cash ($50 x 1) | $ 50.00 | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | 1 | $ 50.00 |
| Cash ($100 x 1) | $ 100.00 | 1 | $ 100.00 |
| Luggage (x5) | $59.95 | 5 | $ 299.75 |
| Cash ($50 x 1) | $ 50.00 | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | 1 | $ 50.00 |
| Game Pack (x2) | $ 130.00 | 2 | $ 260.00 |
| Cash ($50 x 1) | $ 50.00 | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | 1 | $ 50.00 |
| Fragrance (x20) | $19.99 | 20 | $ 399.80 |
| Cash ($50 x 1) | $ 50.00 | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | 1 | $ 50.00 |
| Ultimate Kids gift card | $ 30.00 | 1 | $ 30.00 |
| Ultimate Kids gift card | $ 30.00 | 1 | $ 30.00 |
| Ultimate Kids gift card | $ 30.00 | 1 | $ 30.00 |
| Ultimate Kids gift card | $ 30.00 | 1 | $ 30.00 |

The TOTAL PRIZE POOL FOR DRAW 2 IS VALUED AT UP TO AUD **$9,433.48** (including GST).

1. **Shared prizes for draw 3: entries from issues 46, 47, 48**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Prize** | **Value (AUD)** | **Qty** | | **Total Value** |
| Cash ($50 x 1) | $ 50.00 | | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | | 1 | $ 50.00 |
| Smart TV (x1) | $ 1,349.00 | | 1 | $ 1,349.00 |
| Washing Machine (x1) | $ 999.00 | | 1 | $ 999.00 |
| Cash ($50 x 1) | $ 50.00 | | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | | 1 | $ 50.00 |
| Laptop (x1) | $ 699.00 | | 1 | $ 699.00 |
| Mobile Phone (x1) | $ 219.00 | | 1 | $ 219.00 |
| GPS (x1) | $ 449.00 | | 1 | $ 449.00 |
| Ladies' Watch (x4) | $ 180.00 | | 4 | $ 720.00 |
| Cash ($50 x 1) | $ 50.00 | | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | | 1 | $ 50.00 |
| Cash ($100 x 1) | $ 100.00 | | 1 | $ 100.00 |
| Blender (x1) | $ 229.00 | | 1 | $ 229.00 |
| Wok set (x6) | $ 338.90 | | 6 | $ 2,033.40 |
| Cash ($50 x 1) | $ 50.00 | | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | | 1 | $ 50.00 |
| Cash ($100 x 1) | $ 100.00 | | 1 | $ 100.00 |
| Perfume (x5) | $ 198.00 | | 5 | $ 990.00 |
| Cash ($50 x 1) | $ 50.00 | | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | | 1 | $ 50.00 |
| Cookbook (x10) | $18.95 | | 10 | $ 189.50 |
| Cash ($50 x 1) | $ 50.00 | | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | | 1 | $ 50.00 |
| Handbag (x5) | $89.95 | | 5 | $ 449.75 |
| Cash ($50 x 1) | $ 50.00 | | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | | 1 | $ 50.00 |
| Cash ($50 x 1) | $ 50.00 | | 1 | $ 50.00 |
| Ultimate Kids gift card | $ 30.00 | | 1 | $ 30.00 |
| Ultimate Kids gift card | $ 30.00 | | 1 | $ 30.00 |
| Ultimate Kids gift card | $ 30.00 | | 1 | $ 30.00 |
| Ultimate Kids gift card | $ 30.00 | | 1 | $ 30.00 |

The TOTAL PRIZE POOL FOR DRAW 3 IS VALUED AT UP TO AUD **$10,396.65** (including GST).

1. Some prizes may not be available or may be prohibited in New Zealand under New Zealand law. In that case, prizes will be offered to an equivalent New Zealand dollar value either in cash, vouchers or as a prize determined by the Promoter in its absolute discretion.
2. Only one prize will be awarded per person, per puzzle (excluding South Australian residents).
3. The total prize pool for the entire promotion is **AUD $30,795.37**
4. The winners will be notified in writing within 7 business days of each draw using the contact details provided in their entry. The winners’ names will be published online at [www.prizestolove.com.au/winners](http://www.prizestolove.com.au/winners) as specified in Table D.

**Table D**

|  |  |
| --- | --- |
| **Draw** | **Publication Date** |
| **1** | 10-Dec-21 |
| **2** | 31-Dec-21 |
| **3** | 21-Jan-22 |

1. The winner must take the prize as offered. The prize, or any unused portion of the prize, is not exchangeable and cannot be redeemed as cash. The prize cannot be used in conjunction with any other special offer.
2. If the winner is under the age of 18 years, the prize will be awarded to the winner’s parent or legal guardian on the winner’s behalf. It is the responsibility of the winner’s parent or legal guardian to prove their parental or guardianship status at the time of winner notification. If a person incorrectly represents themselves to be a winner’s parent or legal guardian, that person will be liable for all costs associated with re-delivering or re-awarding the prize (including but not limited to any administrative fees incurred by the Promoter). Where relevant, the Promoter is only responsible for ensuring that the prize is awarded to a person who is either a parent or legal guardian of the winner. The Promoter is not responsible for determining any other delivery details or taking directions that relate to any ongoing family law negotiations or determinations. These are the responsibility of the winner and their respective parent or legal guardian.
3. If, for any reason, the winner does not take the prize at the time stipulated by the Promoter, the prize will be forfeited by the winner and cash will not be awarded in lieu of the prize.
4. If a prize, or part of a prize, is unavailable, the Promoter may substitute an alternative prize to substantially the same recommended retail value and/or specification, subject to any written direction from the various regulatory authorities.
5. If necessary, an unclaimed prize draw will be held on the date specified in Table F at the same time and place as the original draw in order to distribute any unclaimed prize(s), subject to any directions from a regulatory authority. A winner from this draw, if any, will be notified in writing using the contact details provided in their entry within 7 business days of the unclaimed prize draw and their name will be published on [www.prizestolove.com.au/winners](http://www.prizestolove.com.au/winners) for 28 days from the date specified in Table E.

**Table E**

|  |  |  |
| --- | --- | --- |
| **Draw** | **Date of unclaimed prize draw** | **Publication Date** |
| **1** | 25-Feb-22 | 4-Mar-22 |
| **2** | 18-Mar-22 | 25-Mar-22 |
| **3** | 8-Apr-22 | 15-Apr-22 |

*Prizes*

1. The prize will be delivered to the nominated address of the winner, provided that address is in Australia or New Zealand. The Promoter is not responsible or liable for any delay or failure in delivery of the prize by a third party or for any damaged caused to the prize during delivery.
2. The prizes do not include any ancillary costs associated with redeeming the prizes, which are the responsibility of the winner.
3. The prizes do not include any installation or set-up of any of the products.
4. Products included in a prize package (including but not limited to titles, colour, design, sizing, model, finish, style, etc.) will be determined by the Promoter in its complete discretion.
5. In accepting the prize, the winner acknowledges that they may incur ongoing costs associated with the prize that are the responsibility of the winner.
6. The prizes are subject to the standard terms and conditions of individual prize and service providers.
7. **Cash:** Cash prizes will be awarded in the form of a cheque, bank transfer or EFTPOS card.
8. **Electrical appliances:** For the avoidance of doubt, the prize does not include: (a) any gas, electricity, water or associated costs incurred before, during or after claiming, installing or using of the prize; (b) any construction, electrical, tiling or plumbing services; (c) any ongoing maintenance costs; (d) any costs in excess of the allocated budget per component of the prize; or (e) any other ancillary or incidental expenses incurred in connection with the prize, whether before, during or after claiming, installing or using of the prize.
9. **Vouchers, gift cards, tickets and passes:** Redemption of vouchers, gift cards, tickets or passes is subject to the terms and conditions stipulated on the voucher, gift card, ticket or pass. The Promoter will not be liable for any voucher, gift card, ticket or pass that has been lost, stolen, forged, damaged or tampered with in any way. Any unused balance of a voucher, gift card, ticket or pass will not be awarded as cash. Vouchers, gift cards, tickets and passes are subject to availability at the time of booking/redemption. Unless specifically stated otherwise, tickets do not include travel to and from a venue, spending money or meals and beverages, which are the responsibility of the winner.

*General*

1. The Promoter's decision in relation to all aspects of the Promotion is final and no correspondence will be entered into.
2. In the event of unforeseen circumstances, war, terrorism, state of emergency or disaster (including but not limited to natural disaster) the Promoter may, subject to relevant state and territory rules and regulations, cancel, terminate, modify or suspend the Promotion.
3. Nothing in these terms and conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act or similar applicable laws (“Non-Excludable Guarantees”). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its officers, employees and agents) excludes all liability (including negligence) for any: (a) personal injury arising in any way out of the Promotion; or (b) any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of: (i) the Promotion; (ii) any technical difficulties or equipment malfunction (whether or not under the Promoter’s control); (iii) any theft, unauthorised access or third party interference; (iv) 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; (v) any variation in prize value to that stated in these terms and conditions; (vi) any tax liability incurred by a winner or entrant; or (vii) use of the prize.
4. Subject to the Non-Excludable Guarantees, the Promoter makes no representations or warranty as to the quality, suitability or merchantability of any of the goods or services offered as a prize.
5. The Promoter collects personal information (“PI”) to conduct the Promotion and may disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to regulatory authorities. Entry in the Promotion is conditional on providing this PI. The Promoter will also use and handle PI as set out in its privacy policy, which, for Australia and New Zealand, is available at <http://www.aremedia.com.au/privacy>. In addition to any use that may be outlined in the Promoter’s privacy policy, the Promoter may also, for an indefinite period, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning you. For New Zealand entrants, under the Privacy Act 1993, you have the right to access and request the correction of any PI held by the Promoter. You should direct any request to opt out, access, update or correct PI to the Promoter and direct any complaints regarding treatment of you PI as set out in the Promoter’s privacy policy. All entries become the property of the Promoter.
6. The Promoter in Australia and New Zealand is Are Media Pty Limited (ABN 18 053 273 546) of 54 Park Street, Sydney, NSW 2000 (phone: (02) 9282 8000).
7. Authorised under permit numbers: NSW: TP/00018; SA: T21/XXXX; ACT: TP 21/XXXXX.