**EMPIRE COMPETITIONS 2020 - 2021**

**CONDITIONS OF ENTRY**

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to all residents of Australia and New Zealand. Entrants under 18 years must have prior parental or legal guardian consent to enter. Employees (and immediate families) of the Promoter, and agencies associated with this promotion are ineligible to enter.
3. The Promoter, in its absolute discretion, reserves the right 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 of the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
4. Incomplete, indecipherable or illegible entries will be deemed invalid.
5. To enter, individuals must, during the promotional period, complete the puzzle in the relevant edition of Empire magazine and complete the official entry form provided in the magazine and fill in the correct answers to the relevant puzzles they wish to win. Mail entries are to be sent to the PO Box or entered online as published in the magazine.
6. Consumers may enter as many times as they wish, however, each mail entry must be posted in a separate stamped business-sized envelope (220mm x 110mm or smaller) and contain an official entry coupon. Only original entry forms from magazines in official circulation are valid. Entries from newsagents’ returns will not be accepted.
7. The entire promotion commences 01/10/2020 and closes at 11:59pm on 01/10/2021. Each individual promotional period is the start and close date of each competition as listed in the November 2020 issue to November 2021 issue (12 issues) of Empire magazine.
8. The draw will take place seven (7) days after each competition’s close date as published in the magazine at Are Media, 54 Park Street, NSW, 2000 at 14.00 PM AEST.
9. The winner will be notified in writing within seven (7) business days of the draw and winners’ names will be published online at [www.prizestolove.com.au/winners](http://www.prizestolove.com.au/winners).
10. Multiple entries permitted however each entry must be submitted separately and in accordance with entry requirements.
11. The first (1) valid and correct entry/entries drawn from all valid entries received for the competition published in Empire Magazine, will be awarded the prize advertised in the magazine. The total prize pool for each individual promotional period is valued at up to $1,000 (including GST), therefore the entire prize pool across the entire promotion (across 12 issues), is valued at up to $12,000 (including GST).
12. The Promoter may conduct a further draw as necessary in order to distribute the prize if not claimed within three months and one day of the draw subject to any directions from a regulatory authority.  Should the prize not be claimed within three months of the prize draw, an unclaimed draw will be conducted at 10am at the same place as the original draw. Winner of the unclaimed prize draw will be notified by phone and mail within seven (7) business days of the draw and advertised in the next issue of Empire magazine.

**Prizes terms:**

1. Prizes must be taken as offered. Prizes, or any unused portion, are not exchangeable or cannot be redeemed as cash. Prizes cannot be used in conjunction with any other special offer. Each prize is valued in Australian or New Zealand dollars. The Promoter accepts no responsibility for any variation in prize value. Prize winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of their prize.
2. The prize will be delivered to the nominated address of the prize winner. Delivery of the Prize is valid to any state and/or city in Australia or New Zealand.
3. If the winner is under the age of 18 years, the prize will be awarded to the winner’s parent or legal guardian on behalf of the winner. It is the responsibility of the winner’s parent/legal guardian to prove their parental status/ legal guardianship at the time of winner notification. In the event that for any reason whatsoever a person/s mistakenly represents themselves to be a winners parent and/or legal guardian, then that person will be liable for all costs associated with relocating and/or re-awarding the prize (including but not limited to and 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 direction that relates to any ongoing family law negotiations and/or determinations. These are the responsibility of the winner and their respective parent/s and/or legal guardian/s.
4. In the event that for any reason whatsoever a winner does not take the prize at the time stipulated by the Promoter, then that prize will be forfeited by the winner and cash will not be awarded in lieu of the prize.
5. In the event that a prize, or part of a prize, is unavailable, the Promoter reserves the right to substitute the prize or part of the prize in its discretion with an alternative prize or part of the prize to the same and equal recommended retail value and/or specification subject to any written directions from the various Lottery Departments.

1. The Promoter is neither responsible nor liable for any late lost or misdirected mail (including but not limited to prizes).
2. The Promoter is not responsible nor liable for any prize damaged in transit in the delivery of their prize

**General terms:**

1. In the event of unforeseen circumstances, war, terrorism, state of emergency or disaster (including but not limited to natural disaster) the  Promoter reserves the right to subject to reference to all relevant  state and territory rules and regulations, to cancel, terminate, modify or suspend the promotion.
2. If a medical circumstance in some way restricts your ability to enter the competition through the required mechanic, you are still eligible to enter however you must briefly state your circumstances upon entry.
3. If your entry is selected as a winning entry, validation of your circumstances/ the validity of your entry will be undertaken by the Promoter. Method of validation (without limitation) will be determined by the Promoter in its complete discretion. If the winning entry is deemed to be a winner, the winner will be notified as per the terms and conditions herein. In the event that the Promoter requests the entrant to sign any legal documents relating to the verification of their medical circumstance, the legal documents will take the form determined by the Promoter. It is a condition of accepting the prize the winner sign any such legal documentation.
4. Unless otherwise due to fraud or ineligibility under these terms and conditions, all valid prize claims in excess of the advertised prize pool will be honoured. All advertised instant prizes will be awarded.
5. Printing and other quality control errors will not invalidate an otherwise valid prize claim. In the event of a query as to the validity of an entry, the judges will determine whether or not the entry is to be deemed valid, taking into consideration all mitigating circumstances and knowledge available to them at the time of the judging. No correspondence will be entered into.
6. 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, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States 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.
7. 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 the prize.
8. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited due to technical difficulties, unauthorised interference or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

**Privacy:**

1. 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.
2. 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).