**Take 5 Wishing Well Competition- issues 45-16**

(“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.

*Entry*

1. The Promotion commences on 4/11/21 and ends with last mail received 29/4/22. (“Promotional Period”).
2. 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 and New Zealand residents. Employees of the Promoter and their immediate family and other persons associated with the Promotion are ineligible to enter.
3. **To enter by mail or online**: You can enter by completing the original entry coupon printed on the inside of Take 5 in issues 45-16 or entering online at nowtolove.com.au/wishingwell, and tell us the wish they would like Take 5 magazine to make come true. Entrants may attach a letter with the details of their wish if there is insufficient space on the original entry coupon. Entries must also include a recent colour photograph of the entrant and the person the wish pertains to (if not the entrant themselves). Completed mail entries are to be sent to: Take 5 Wishing Well, GPO Box 3525, Sydney, NSW 2001. Only entries accompanied by an official Take 5 entry coupon (if sent via mail) and received by the Promoter during the Promotional Period will be accepted as valid.
4. Multiple entries permitted, subject to the following: Each entry must (a) include an original coupon; (b) be unique; and (c) be submitted separately and in accordance with entry requirements. All entries become the property of the Promoter and will not be returned. Incomplete, illegible and invalid entries will not be included in the judging.
5. An entry must not be: (a) late; (b) incomplete; (c) indecipherable; (d) incomprehensible; (e) illegible; (f) unlawful; (g) obscene; (h) defamatory; (i) discriminatory; (j) threatening; (k) pornographic; (l) harassing; (m) hateful; (n) racially or ethnically offensive; (o) capable of encouraging conduct that would be considered a criminal offence; (p) capable of violating any law; or (q) capable of giving rise to civil liability. Any such entry will be ineligible and will be discarded. Any entry that the judges deem 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. Errors and omissions will be accepted at the Promoter's discretion.
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.
9. You must not engage in any illegal or unsafe behaviour whilst participating in the Promotion (including while taking the entry photograph). To the extent permitted by law, the Promoter and its partners exclude any legal liability or responsibility for incidents or activities, whether legal or otherwise, engaged in by you or any other person during participation in the Promotion (including while taking the entry photograph).
10. You should not send in original versions of the entry as entries will not be returned. No responsibility will be taken by the Promoter if an original entry is lost or damaged.
11. The Promotion is a game of skill; chance plays no part in determining the winner. Each entry will be individually judged based on its creative merit. The judges’ decision will be final and binding on every person who enters. No correspondence will be entered into.
12. Failure to comply with these terms and conditions or any other applicable terms may result in disqualification and/or forfeiture of prizes at the Promoter’s sole discretion.
13. You warrant to the Promoter that your entry is an original work that does not infringe the rights of any person. You warrant that you own or have all necessary licences, rights, consents and permissions to use and authorize the Promoter to use all trademark, trade secret, copyright or other proprietary rights in and to your entry to enable inclusion and use of your entry in the manner contemplated by these terms and conditions. If any part of the information provided by you in relation to you entry was provided by a third party, you warrant that you have obtained the relevant copyright permission to submit the entry for the purposes of the Promotion.
14. You warrant that you have obtained the written consent, release or permission of each and every identifiable individual person in your entry (including, if the individual is a child, the child’s parent or legal guardian) to use their name and likeness to enable inclusion and use of your entry in the manner contemplated by these terms and conditions.
15. You indemnify the Promoter against all claims and costs by third parties arising from a breach of the warranties contained in these terms and conditions.
16. You grant to the Promoter an irrevocable, worldwide and perpetual licence to use your entry in any manner and for any purpose at its absolute discretion, including using your entry in connection with book publication and promotional, marketing or publicity purposes without any further reference or payment or other compensation to you. The Promoter may amend, edit, select, crop, retouch, add to or delete from any part of your entry.
17. The Promoter will not be liable for any breach of copyright in connection with your entry. You will be solely responsible your entry and the consequences of submitting it.
18. The Promoter may use and may permit others to use your entry at its absolute discretion, including in connection with a story or feature on the Promotion to be published in any of its print or digital publications, without further remuneration or reference to you.

*Judging and award of prize*

1. This is a game of skill and chance plays no part in determining the winner.
2. The judging will be conducted by a panel of judges appointed by the Promoter. The judging will take place at Are Media, 54 Park Street, Sydney NSW 2000 and will begin on 10th November 2021.
3. The judges’ decision is final and no correspondence will be entered into. All entries received will go into the one round of judging each week during the promotional period to ensure that each entry has a fair and equal opportunity of winning. Each entry will be individually judged based on a combination of literary and creative merit and originality. The promotion will be judged by a panel of judges appointed by the Promoter. Each week during the promotional period, the judges will select the best entry and will deem that entry the winner. There is one (1) winner selected each month with a total of six (6) winners selected over the entire promotional period. Non-winning entries received each week will be entered into subsequent weeks.
4. The best entry each week, as determined by the judges, will have their wish granted by Take 5 magazine. The manner in which the wish will be “granted”, including whether any prize is awarded to the entrant or to a person nominated by the entrant, will be determined at the complete discretion of the Promoter. Only wishes that can be granted lawfully and within the reasonable ability of the Promoter will be provided. There will be one winner/wish granted per month (four issues). The Promoter reserves the right to determine the maximum values assigned to each wish up to and including the value of $5000 in its absolute discretion. Total wishes granted up to the value of $30,000 over the promotional period. Winner(s) will be notified by phone and mail using contact details provided in their entry. It is a condition of accepting the prize that the winning entrant and/or recipient (if relevant) agrees to be interviewed and photographed by the Promoter for inclusion in a feature that may appear in a future issue of Take 5 magazine as determined by the Promoter. The inclusion of any such feature (including but not limited to creative control) is done so at the complete discretion of the Promoter.
5. The winners will be notified by telephone and in writing within 7 business days of the draw using the contact details provided in their entry.
6. 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.
7. 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.

*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 prize does not include any ancillary costs associated with redeeming the prize, which are the responsibility of the winner.
3. **Cash:** Cash will be awarded in the form of cheque made in favour of the winner.
4. As a condition upon accepting any prize, the recipient understands that they may be required to sign additional legal documentation as deemed necessary by the Promoter or a third party in their absolute discretion, including, but not limited to, a legal release and indemnity form.

*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 cancel, terminate, modify or suspend the Promotion.
3. 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.
4. 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.
5. 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.
6. All entries submitted (including photographs) become the property of the Promoter. Entries will not be returned to any entrant. As a condition of entering into this promotion, each entrant agrees to assign all of their rights, title and interest in and to their entry to the Promoter. Each entrant warrants to the Promoter that (a) each photograph submitted of the entrant and the person the wish pertains to (if relevant) does not infringe the rights of any third party and (b) they have obtained permission from the nominated person to enter them into this promotion. The entrant agrees to indemnify the Promoter against all claims and costs by third parties arising from a breach of the warranty set out in this condition. The Promoter is entitled to use any of the entries submitted for any purposes at its discretion, including for any future promotion, marketing and publicity purposes.
7. 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, is available at http://www.aremedia.com.au/privacy and, for New Zealand, is available at http://www.aremedia.co.nz/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.
8. The Promoter in Australia is Are Media Pty Limited (ABN 18 053 273 546) of 54 Park Street, Sydney, NSW 2000 (phone: (02) 9282 8000).