



**Terms and Conditions – ACORN IDEAS PANEL 2018 COMPETITION, NEW AND EXISTING MEMBERS
DRAWS
- Quarter 4**

1. Information on how to enter and prizes form part of the Terms and Conditions. Entry into this competition deems acceptance of the Terms and Conditions.
2. Entry to the draw is open to all residents of Australia who are members of the Acorn Ideas Panel except employees and immediate families of the Promoter, associated companies and agencies and participating outlets. Immediate family means any of the following: spouse, ex spouse, defacto 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.
3. Entrants into this competition must be 14 years of age or older as at the date of entry. All entrants under the age of 18, as of the date of entry, must obtain the prior permission of their legal parent or guardian over the age of 18 to enter.
4. The Promoter is Pacific Magazines Pty Ltd, 8 Central Ave, Eveleigh NSW 2015 (ABN 16 097 410 896).

NEW MEMBERS TERMS AND CONDITIONS

5. Entrants will automatically enter the competition by joining the Acorn Ideas Panel operated by the Promoter during the Promotional Period. Entrants must be existing members of the Acorn Ideas Panel at the close date and time to be eligible to go into the draw.
6. Entries must include all requested contact details to be eligible to win.
7. The competition commences and closes on the dates and times listed in the table in clause 14 below.
8. There will be one draw in this competition each quarter. The draws will be made up of all new members of the Acorn Ideas Panel who joined the Acorn Ideas Panel during the Promotional Period and are still members as of the close date (New members). The draws will be conducted at Vision Critical, Level 7 309 George Street Sydney NSW 2000 on the dates and times listed in the table below. The Promoter will ensure that all eligible entries have an equal chance of winning.

EXISTING MEMBERS TERMS AND CONDITIONS

9. Entrants will automatically enter the competition by being an existing member of the Acorn Ideas Panel operated by the Promoter and completing a survey or poll or participating in an online conversation on the discussion boards area of the Acorn Ideas portal during the Promotional Period. Additional entries to the "All members" draw will be lodged for each time a member completes an additional survey or poll or enters an additional single contribution to an online discussion. Quick Poll responses – which only appear on the Acorn Ideas website but are not emailed directly to Acorn members - are excluded from entry into the prize draw. Entrants must be existing members of the Acorn Ideas Panel at the close date and time to be eligible to go into the draw.
10. Existing Members will gain an additional entry into the draw for each friend that they have referred that has subsequently signed up successfully as a New Acorn Ideas Panel member.
11. Entries must include all requested contact details and complete a member survey to be eligible to win.
12. The competition commences and closes on the dates and times listed in the table in clause 14 below.
13. The draws each quarter will be made up of all current members on the Acorn Ideas Panel who have fully completed at least one survey or poll within that quarter (excluding the Establishment survey) as of the close date (All members). The draws will be conducted at Vision Critical Level 7 309 George Street Sydney NSW 2000 on the dates and times listed in the table below. The Promoter will ensure that all eligible entries have an equal chance of winning.

DATES, DRAW AND PRIZE TERMS

14. Total prize pool value is (up to) \$4,000.00 (inc GST) as at 01/09/18. Details, open and close times and publish dates of the prizes available to New and Existing members are detailed in the below table:

| Competition | Open date | Close date | Prize | Draw date | Publish date |
|------------------------------------|---------------------------|---------------------------|--|---------------------------|---------------------|
| New Members Quarter 4 | 01/10/18 at 00:01 AEDT | 31/12/18 at 23:59 AEDT | New members: •1 x \$500 e- | 15/01/19 at 11:00 AEDT | 22/01/19 |

| Competition | Open date | Close date | Prize | Draw date | Publish date |
|-----------------------------------|------------------------|------------------------|---|------------------------|---------------------|
| Existing members Quarter 4 | 01/10/18 at 00:01 AEDT | 31/12/18 at 23:59 AEDT | Existing members: •3 x \$500 e-vouchers •20 x \$100 e-vouchers | 15/01/19 at 11:00 AEDT | 22/01/19 |

15. The winners will be notified by email. Names of winners will be published on the Acorn Ideas website and on Acorn Ideas Facebook page on the dates listed above (www.acornideas.com.au).
16. Prizes will be sent within 28 days.
17. The Promoter may conduct such further draws on 16/04/19 at the same time and place as the original draw in order to distribute any prizes unclaimed by this date, subject to State and Territory legislation. Winners of any further draws will be notified by email and winners of any further prizes will be published on the Acorn Ideas website on 23/04/19.
18. Entrants may only enter the "New members" draw once.
19. Entrants may complete more than one existing member survey during the Promotional Period and will enter the "All members" draw each time they complete a survey.
20. Entrants into this competition must be 14 years of age or older as at the date of entry.
21. All entrants under the age of 18, as of the date of entry, must obtain the prior permission of their legal parent or guardian over the age of 18 to enter. The parent or guardian may be called to verify consent and may be required to sign a release at the discretion of the Promoter. The release will also require the winner's parent or guardian to accept responsibility for the acts and forbearances of the winner. The release must include the full name, address and telephone number of the winner's legal guardian. Failure to provide such proof, particulars or releases will immediately invalidate the winner's entitlement to the prize, subject to State and Territory legislation.
22. If for any reason this competition is not capable of running as planned including infection by computer virus, mobile phone failure, line drop out, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupts or affect the administration security, fairness, integrity or proper conduct of this promotion, the Promoter [subject to state and territory legislation] reserves the right to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the promotion. The Promoter and their associated agencies and companies will not be liable or responsible for any problems or technical malfunction of any telephone network or lines, computer on line systems, servers, or providers, computer equipment, software, technical problems of the phone or of any phone network, or any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur during the draw; whilst undertaking any travel won on or connected with their entry into the draw; in the participation in any prize; as a consequence of late, lost or misdirected mail, email SMS or phone call; due to the broadcast of any program relating to the competition or the publication of any material, including any statements made by any compere, staff member, journalist, other entrants or any other person; any injury or damage to entrant's or any other person's computer software or phone; or any combination thereof, related to or resulting from participation or sending or receiving of any communication or of any materials in this competition.
23. For any cash prizes your name on your entry must be that of an eligible bank account to which a cheque or e-voucher can be cashed. All prize values are in Australian dollars. The Promoter makes all reasonable efforts to send cheques or e-vouchers in the names as specified in the original entry. Winning entries with only a family name or reference to a family as the entrant cannot be cashed by banks. If the winner of any prize is under 18 years, the prize may be awarded to the winner's nominated parent or guardian on behalf of the winner, at the discretion of the Promoter.
24. Inaudible, incomprehensible, illegible, and incomplete entries will be deemed invalid. All entries become the property of the Promoter and cannot be returned.
25. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State Regulation. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
26. The Promoter highly recommends a current residential street address be provided when requested for ease of correspondence and potential prize delivery. The Promoter makes all reasonable efforts to deliver prizes to the addresses provided by competition entrants. The Promoter cannot guarantee that any prizes returned to the Promoter due to non-delivery at the provided address will be re-sent to the prize winner.
27. The Promoter reserves the right to request winners to sign a winner's deed of release or any other relevant forms or agreements that the Promoter deems necessary, to provide proof of identity, proof of age, proof of residency at the nominated prize delivery address and/or proof of entry validity (including phone bill) in order to claim a prize. Proof of identification, residency, age 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.

28. The Promoter reserves the right to redraw in the event of an entrant, claiming to be a winner, being unable to satisfy these Terms and Conditions.
29. The Promoter's decision in relation to any aspect of the competition is final and binding on each person who enters. No correspondence will be entered into. No responsibility is accepted for late, lost or misdirected entries. Prizes are subject to availability, not transferable or exchangeable and, with the exception of cash prizes, cannot be taken as cash. Prizes will be sent to the winner's nominated address as stated in their original entry. The Promoter and their associated agencies, and companies associated with this promotion will take no responsibility for prizes damaged or lost in transit.
30. All entries and any copyright subsisting in the entries become and remain the property of the Promoter who may publish or cause to be published any of the entries received. Pacific Magazines Pty Ltd (ABN 16 097 410 896) and its related entities ("Pacific"), is collecting your personal information for the purpose of conducting and promoting this Competition, including for the purpose of identifying and notifying winners and understanding our audiences. Pacific will otherwise handle your personal information in accordance with Seven West Media's Privacy Policy which is available on our website at <http://www.sevenwestmedia.com.au/privacy-policies> (and which contains information regarding how you can access your personal information, correct it and/or make a complaint about our handling of your personal information). By providing your personal information, you agree to the terms of the Privacy Policy. Without limiting the foregoing, Pacific may disclose the entrant's personal information to its related entities, business partners and external service providers for research and profiling purposes as well as other purposes reasonably related to the entrant's relationship with Pacific. In addition, by entering this competition, you consent to Pacific using your personal information for the purpose of Pacific and its related entities sending you information regarding programs, products and services available through them and/or through their business partners, and to Pacific from time to time sharing your personal information with carefully selected business partners for the purpose of them sending you such information directly. We will always provide you with the ability to opt out of those communications.
31. In participating in the prizes, the winners agree to participate and co-operate as required in all editorial activities relating to the Competition, including but not limited to being interviewed and photographed. The winners (and their companions) agree to granting the promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide, including online social networking sites, and the winners (and their companions) will not be entitled to any fee for such use.
32. Prize winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of that prize.
33. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State 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.
34. 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 a prize.
35. **Authorised under: NSW Permit No. LTPM/18/02886; ACT Permit No. TP 18/01161.**