

Nationwide News Pty Limited
Pulse of Australia Survey Competition

1. The Promoter is Nationwide News Pty Limited (ABN 98 008 438 828) of 2 Holt Street, Surry Hills 2010.
2. Information on how to enter form part of these conditions. Entry **into the** competition constitutes acceptance of these terms and conditions.
3. Entry is only open to residents of Australia aged 18 or over, except employees and immediate families of the Promoter and their 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.
4. Monthly draws will be conducted under these terms and conditions during the period commencing 12:01am, Tuesday 1 October, 2019 and ending 23:59, Wednesday 30 September, 2020 ("Promotion Period"). All times refer to Australian Eastern Standard or Daylight Time whichever is relevant at the time unless otherwise stated.
5. To enter, a person must be registered with the Promoter (or a related body corporate of the Promoter) as being a participant in the Pulse of Australia panel and, having receives an email from the Promoter (or a related body corporate of the Promoter) inviting them to participate in a Pulse of Australia survey, fully complete that survey in the time period specified and submit it as directed to be entered automatically in that month's draw.
6. Although more than one survey may be distributed per month, entrants may only complete each individual survey once. Each survey completed and submitted qualifies as one entry into the draw that takes place in the month when completed survey has been submitted.
7. In the Promotion Period there will be a number of separate draws with prizes awarded for each draw. Details of the draws are shown below:

Entry Period Opens	Entry Period Closes	Monthly Rewards Draw Date	Publication Date	Unclaimed Prizes Draw Date
00:00 on 01/10/2019	23:59 on 31/10/2019	05/11/2019	15/11/2019	05/02/2020
00:00 on 01/11/2019	23:59 on 30/11/2019	03/12/2019	13/12/2019	03/03/2020
00:00 on 01/12/2019	23:59 on 31/12/2019	08/01/2020	13/01/2020	08/04/2020
00:00 on 01/01/2020	23:59 on 31/01/2020	04/02/2020	14/02/2020	04/05/2020
00:00 on 01/02/2020	23:59 on 29/02/2020	03/03/2020	13/03/2020	03/06/2020
00:00 on 01/03/2020	23:59 on 31/03/2020	02/04/2020	12/04/2020	02/07/2020
00:00 on 01/04/2020	23:59 on 30/04/2019	05/05/2020	15/05/2020	05/08/2020
00:00 on 01/05/2020	23:59 on 31/05/2020	02/06/2020	12/06/2020	02/09/2020
00:00 on 01/06/2020	23:59 on 30/06/2019	07/07/2020	17/07/2020	07/10/2020

00:00 on 01/07/2020	23:59 on 31/07/2020	04/08/2020	14/08/2020	04/11/2020
00:00 on 01/08/2020	23:59 on 31/08/2020	02/09/2020	11/09/2020	02/12/2020
00:00 on 01/09/2020	23:59 on 30/09/2020	07/10/2020	16/10/2020	06/01/2021

8. Incomplete, inaudible, incomprehensible and illegible entries will be deemed invalid.
9. Maximum of one (1) prize per person per draw is permitted.
10. Maximum of one (1) prize per person per Promotion Period is permitted.
11. The Promoter reserves the right to request winners to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity in order to claim a prize. Proof of identification, residency 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.
12. The Promoter reserves the right to verify the validity of entries and to disqualify any entry which, in the opinion of the Promoter, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these terms and conditions of entry or who has, in the opinion of the Promoter, engaged in conduct in entering the promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the promotion and/or the Promoter. This includes, but not limited, to entrants and households using multiple email addresses, postal addresses, PO Box addresses or SIM cards to register single or multiple purchases. The Promoter reserves the right to disqualify a winner if the Promoter becomes aware that the winner and/or the winner's entry is of a type described in this clause.
13. Entries must be received by the time and date set out in clause 7. The time of entry will in each case be the time the entry is received by Vision Critical Communications Pty Ltd. The Promoter accepts no responsibility for any late, lost or misdirected entries including due to technical disruptions or network congestion or for any other reason.
14. Any entry that is made on behalf of an entrant by a third party will be invalid, unless the entrant requires the assistance of a third party to enter due to a disability.
15. For each draw, 14 valid entrants will be drawn at random on the draw Date specified in the table at paragraph 7 above to become the winner/s. The first two entrants drawn will each receive (1) \$150.00 Giftpay Egift Vouchers, valued at \$150.00 each; the subsequent two entrants drawn will each receive one (1) \$100.00 Giftpay Egift Vouchers, valued at \$100.00 each; and the subsequent 10 entrants drawn will each receive one (1) \$50.00 Giftpay Egift Vouchers, valued at \$50.00 each.
16. Individual prize values are a minimum of \$50.00 and do not exceed \$150.00 (including GST). Total prize pool value of each month's draw is \$1,000.00. Total prize pool value over the Promotion Period is \$12,000.00 (including GST).
17. Prizes cannot be transferred, exchanged or redeemed for cash.
18. Once prizes have left the Promoter's premises, the Promoter takes no responsibility for prizes damaged, delayed or lost in transit.

19. In order to receive any cash prizes the name provided by the entrant in his or her entry must be the same as the name of an eligible bank account into which a cheque or electronic funds transfer can be deposited. If a winning entry does not contain this information then the Promoter may not be able to distribute the prize to the winner.
20. The Promoter acknowledges that the entrant may own intellectual property rights (including copyright) in any material created or otherwise submitted to the Promoter in connection with the entrant's entry or participation in any aspect of the promotion (**Works**). The entrant does not transfer their intellectual property rights to the Promoter by submitting an entry. The entrant hereby grants the Promoter a non-exclusive, irrevocable, perpetual, worldwide licence to use the Works (including modifying, adapting or publishing the Works, whether in original or modified form, in whole or in part or not at all, to use, modify, delete from, add to, publicly display and reproduce, the works, including without limitation, in any online media formats and through any social media channels, pages or accounts) for the sole purpose of market research and generating reports regarding the results of the market research and agrees that the Promoter may assign and/or sublicense the Works to third parties for this same purpose. Should the Promoter wish to use an entrant's Works for any other purposes, it will contact the entrant to discuss licensing opportunities.

The entrant acknowledges and agrees that neither the entrant nor any third party shall be entitled to any fee, royalty or other consideration in respect of such licence. If the entrant holds, now, or at any time in the future, any so called "droit moral" or moral rights in connection with the Works, the entrant unconditionally and irrevocably consents, for the benefit of the Promoter and all of its assignees, licensees and sub licensees to minor alterations to the Works which may be required for print or display purposes such as resizing and minor colour correction notwithstanding that such conduct may amount to derogatory treatment of the Works for the purposes of the *Copyright Act 1968* (Cth) (**Copyright Act**). All Entrants consent to attribution by either full name or social media handle in satisfaction of their right to attribution under the Copyright Act.

21. All entries must be the entrant's own and original work. By submitting an entry, the entrant represents and warrants that they have full right title and interest in the copyright to the Works and are not in breach of any third party intellectual property rights.
22. In consideration for the Promoter awarding the prize to the winner, the winner hereby permits the winner's image and/or voice, as recorded, photographed or filmed during the winner's participation in the prize to appear in connection with Nationwide News Pty Limited or the advertising or marketing thereof, in any media whatsoever throughout the world and the winner will not be entitled to any fee for such use.
23. In the event that for any reason whatsoever a winner does not take an element of the prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that element of the prize.
24. Prize values are based upon the recommended retail prices at the time of printing (inclusive of GST). The Promoter accepts no responsibility for change in prize value between now and the ultimate prize redemption date.
25. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
26. Each draw will take place at Vision Critical Communications Pty Ltd, 7 31/11 York St, Sydney NSW at 2pm (AEST or AEDT).
27. The winner/s will be notified of their prize in writing by email within two days of the draw. Winner/s of prizes valued over \$50 will be published in the www.pulseofaustralia.com.au/portal 10 days after being notified.
28. If any particular draw is scheduled on a public holiday, the draw will be conducted on the following business day.

29. Prizes will only be awarded to the person stated in the entry who is the registered member of the Pulse of Australia panel.
30. Should an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.
31. Subject to State Regulation, an unclaimed prize draw will take place at Vision Critical Communications Pty Ltd, 7 31/11 York St, Sydney NSW after 3 months of the original draw date at 2pm (AEST or AEDT) as set out in clause 8. The winner/s will be notified by email within two days of the draw and will also be notified of their prize in writing. Winner/s of prizes valued over \$50 will be published within 10 days after being notified.
32. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the competition result.
33. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements.
34. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to any directions given under State Regulation.
35. The Promoter does not exclude any rights and remedies in respect of goods or services under the Australian Consumer Law in the Competition and Consumer Act (2010) (Australian Consumer Law) which cannot be excluded, restricted or modified. However, the remainder of this clause will apply to the fullest extent permitted by law. The Promoter, Vision Critical Communications Pty Ltd and their associated agencies and companies shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law. The Promoter, Vision Critical Communications Pty Ltd and their associated agencies and companies are not responsible for any incorrect or inaccurate information, either caused by entrant or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.
36. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
37. If for any reason this competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the competition, subject to any direction given under State Regulation.

38. All entries become the property of the Promoter. The Promoter collects personal information about you to enable you to participate in this promotion but no further use of this information will be made without prior consent.
39. To the extent permitted by law, the Promoter is not responsible or liable for: inaccurate / incorrect transcription of entry information; purported entries that are not received for any reason, including because they are lost, misdirected or stolen, or that are received, but are late, illegible, incomplete, sent with insufficient postage (where entry is by post), or sent other than as directed in the entry instructions; any problems or technical failures of any kind, including malfunction of any telephone network or lines, computer online systems or network, servers or providers, computer equipment, or software; the unavailability or inaccessibility of any service whether or not caused by traffic congestion on the Internet or at any website; unauthorised human intervention in any part of the competition; electronic or human error which may occur in the administration of the competition; any loss suffered or sustained, to person or property and including, but not limited to, consequential (including economic) loss by reason of any act or omission, deliberate or negligent, by the Promoter, or its servants or agents, in connection with the arrangement for supply, or the supply, of any goods or services by any person to a prize winner and, where applicable, to any family/persons accompanying a winner; or any injury or damage to persons or property, including to the participant's or any other person's computer related to, or resulting from, participation or downloading any materials in this competition.
40. If for any reason this competition is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration security, fairness, integrity or proper conduct of this competition, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the competition. The Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of, entries. The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or entry to be received by the Promoter on account of technical problems or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to participant's or any other person's computer related to or resulting from participation or downloading any materials in this competition.
41. The Promoter collects information about you, including for example your name and contact details which you provide when registering or using our services as well as information from data houses, social media services, our affiliates and other entities you deal or interact with for example by using their services. We collect and use that information to provide you with our goods and services, to promote and improve our goods and services, to provide you with targeted advertising based on your online activities, for the purposes described in our Privacy Policy and for any other purposes that we describe at the time of collection. We may disclose your information to our related companies, including those located outside Australia. Any of us may contact you for those purposes (including by email and SMS) at any time. We may also disclose your information to our service and content providers, including those located outside Australia. If you do not provide us with requested information we may not be able to provide you with the goods and services you require. We may disclose your personal information to authorities if you are a prize winner or otherwise as required by law. Further information about how we handle personal information, how you can complain about a breach of the Australian Privacy Principles, how we will deal with a complaint of that nature, how you can access or seek correction of your personal information and our contact details can be found in our Privacy Policy <https://preferences.news.com.au/>
42. Vision Critical Communications Pty Ltd (ABN 18 134 434 736), on behalf of Nationwide News Pty Limited is collecting the entrant's personal information for the purpose of conducting this competition (including but not limited to determining the winners). The entrant's personal information may be disclosed to Vision Critical Communications Pty Ltd for this purpose. If you are not willing for this to occur you cannot participate in the promotion.

43. Entrants' personal information may be disclosed to State and Territory lottery departments and winners' names published as required under the relevant lottery legislation. A request to access, update or correct any information should be directed to the Promoter.

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