

## **Lovatts Media Groceries For A Year**

### **Full Terms and Conditions**

1. Information on how to enter and the prize 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 residents of Australia and New Zealand, who purchase any Lovatts magazine featuring the 'Win Groceries For A Year' receipt logo on the cover during the entire Promotional Period. Entrants under the age of 18 years must have prior parental or legal guardian consent to enter. Employees (and immediate families) of Lovatts Media Group and agencies associated with this Promotion are ineligible to enter.
3. The Promotion commences on 20 October 2016 and closes 10:00am (AEST) on 20 April 2017. The winner will be chosen at 10:00 AM (AEST) on 21 April 2017 at Lovatts Media Group offices, 221 Mann St, Gosford, NSW 2250. The Promoter's decision is final and no correspondence will be entered into.
4. Entrants can only enter via the online form at [www.lovattspuzzles.com/shoppingspree](http://www.lovattspuzzles.com/shoppingspree). To be eligible, participants will be required to provide their name, address, postcode, telephone number and, if available, email address, as well as the entry code found in all participating titles.
5. Entrants need to submit a response to the following: 'Describe in 25 words or less which famous person you would like to invite home for dinner and a crossword, and why?' This is a game of skill and chance plays no part in determining the winner. Each valid entry will be individually judged (by representatives of the Promoter) based on, amongst other things, originality and creative merit. The judges' decision is final and no correspondence will be entered into with any entrants or any other person. All entries become the property of the Promoter.
6. The Winner will be notified initially, if possible, by phone or email, their name will be posted to [www.lovattspuzzles.com](http://www.lovattspuzzles.com) within 48 hours of judging and the winner's details will be published in the relevant Lovatts magazines. A written confirmation will be sent to the Winner.
7. A valid entry requires individuals to purchase any Lovatts puzzle magazine featuring the 'Win Groceries For A Year' receipt logo on the cover during the Promotional Period. These magazines include: Colossus Crosswords, Christine's BIG Crossword, MEGA! Crosswords, Findaword, Large Print Crosswords, Cluewords, CodeCracker Starhunts, Super Sudoku, Holiday Crossword Collection, Variety Prize Puzzles, Handy Arrowwords, Handy Puzzles, Handy Crosswords, Handy Wordhunt, Handy Sudoku, Handy Killer Sudoku, Handy CodeCrackers, Handy Cryptic and Handy Acrostic.
8. Multiple entries permitted, subject to the following: Only one (1) entry is permitted per specified purchase of a participating Lovatts puzzle magazine.
9. Incomplete, indecipherable or illegible entries will be deemed invalid.

10. Entrants must retain their original product barcode(s) as proof of purchase. Failure to produce the required barcode(s) may, in the absolute discretion of the Promoter, result in invalidation of ALL of an Entrant's entries and forfeiture of any right to a prize. Each entry must relate to a separate qualifying purchase.
11. As a condition of entering this Promotion, each Entrant licenses the Promoter to use their entry in any media for an unlimited period for any reason including but not limited to future promotional, marketing or publicity purposes. Each Entrant warrants to the Promoter that each entry submitted is an original literary work of the Entrant that does not infringe the rights of any third party. Entrants agree to indemnify the Promoter against all costs and claims by third parties arising from a breach of this warranty. Entrants consent to any use of their entry which may otherwise infringe their moral rights pursuant to the Copyright Act 1968 (Cth).
12. 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. Errors and omissions will be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
13. The judges' choice as to the best response to 'Describe in 25 words or less which famous person you would like to invite home for dinner and a crossword, and why?' will be deemed the major prize Winner and will win:

**In the event the winner is an Australian resident:**

Visa Prepaid Card loaded with AUD800 and reloaded with AUD800 every month for 12 months.

Total prize pool is valued at up to AUD9600 including GST.

**In the event the winner is a New Zealand resident:**

Visa Prepaid Card loaded with AUD800 and reloaded with AUD800 every month for 12 months, however can be used in New Zealand or overseas where VISA or MasterCard prepaid cards are accepted.

Total prize pool is valued at up to AUD9600 including GST.

14. The Promoter and any companies associated with this competition, accept no responsibility 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 as a consequence of the use and enjoyment of any item gained via the prize except for any liability which cannot be excluded by law.
15. You may not obtain any cash advance with your card or redeem your card for cash or return the card for a refund. The card is not linked to a bank account or similar account in your name, and the available balance on the card does not represent property of yours. The issuer of the card, Heritage Bank Limited ABN 32 087 652 024 AFSL/ACL 240984, deals with the available balance according to its arrangements with Universal Gift Card Pty Ltd ABN 25 092 828 772.
16. The Promoter will not be liable for the single-load Universal Gift Card should it be lost, stolen, forged, damaged or tampered with in any way. You should treat an activated card

as if it were cash. If you lose the card, or if it is stolen, you must promptly phone Universal Gift Cards on 1800 174 239 (or +1 954 514 8958 if you are overseas), so the card can be disabled. You will not be reimbursed for any transactions conducted by an unauthorised person prior to your informing Universal Gift Cards of the card's loss. You will be protected from any subsequent loss if you satisfy certain conditions, and the Product Disclosure Statement has more information about this. If the available balance on the lost, stolen or damaged card exceeds \$15 at the time you phone, you may order a replacement card, for which an administration fee of \$15 will be charged by deducting it from the card's balance.

17. Unless expressly stated within these Conditions, all expenses incurred in relation to the prize (including tax implications) are the responsibility of the Winner.
18. Prize values are correct at time of printing/submission; no responsibility is accepted for any variation in the value of any prizes.
19. In acceptance of the prize, the Winner acknowledges that they may incur ongoing costs associated with the prize which are the entire responsibility of the Winner.
20. It is a condition of winning that the prize Winner provides the Promoter with their full name and address prior to the awarding of the prize. The Winner of the prize must nominate a mailing address for the prize to be delivered to.
21. In the event that for any reason whatsoever the Winner does not take the prize at the time stipulated by the Promoter, then the Winner will forfeit the prize and cash will not be awarded in lieu of the prize.
22. In the event of an unclaimed prize a second judging will be held 3 months after the original prize draw at the same time and place as the original draw and a Winner chosen. The Winner from this judging will be notified in the same manner as set out in clause 6 of these Terms and Conditions.
23. Any cost associated with accessing the promotional website is the Entrant's responsibility and is dependent on the Internet Service Provider used.
24. 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 and New Zealand ("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.
25. 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, 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.

26. The Promoter collects personal information in order to conduct the Promotion. If the information requested is not provided the entrant may not participate in the promotion. By entering the promotion, unless otherwise advised, each entrant also agrees that the Promoter may use this information in any media for future promotional, marketing and publicity purposes without any further reference, payment or other compensation to the entrant. Entrants' personal information may be disclosed to State and Territory lottery departments and winner's name published as required under the relevant lottery legislation. As per the relevant Privacy Legislation, a request to access, update or correct any information should be directed to the Promoter.
27. As per the provisions of the New Zealand Privacy Act, all personal details of New Zealand entrants will be stored at the office of the Promoter. A request to access, update and correct any information should be directed to that office.
28. Entry coupons will also include the option for entrants to decline to give their consent to provide their details for the purpose of receiving further communication from the Promoter or Provider if so desired.
29. The Promoter is: Lovatts Media Group, Level 4, 221 Mann St, Gosford, NSW 2250 Australia. ABN 99 003 314 681.

#### **Principal terms & conditions for the use of single-load Universal Gift Cards**

This is a summary of the Terms & Conditions included in the Product Disclosure Statement provided to the entity funding your card. If you would like more information about your card, please visit [www.universalgiftcard.com.au](http://www.universalgiftcard.com.au)

#### **Agreeing to these terms**

Your signing the signature panel on the back of the card, or your activating the card, or your offering the card to a merchant in payment for goods and/or services signify your acceptance of the Terms & Conditions.

#### **Activation of the card**

Your card must be activated before you can use it. If the letter overleaf asks you to activate your card, please do so by visiting [www.universalgiftcard.com.au](http://www.universalgiftcard.com.au) or by phoning the number shown on the card. You will need to enter the card number and a four-digit authentication code – sometimes that is the day and month of your birthday in the format ddmm (e.g. 0503 for 5th March).

#### **Where the card may or may not be used**

The card can be spent online or in about 500,000 places in Australia and 28 million overseas: anywhere a VISA prepaid card is accepted, provided the merchant can process it electronically. Some merchants do not accept any VISA prepaid cards. The card cannot be used for mail or telephone orders, for gambling transactions, for illegal transactions, nor at ATMs. If used overseas, Visa's foreign exchange fee of 2.5% of the value of the transaction will apply.

#### **Purchases using the card**

Swipe the card. Select CREDIT. Sign the docket: this card does not have a PIN. You may make any number of purchases until the balance has dropped to zero. No change will be given.

#### **Checking your card's available balance and transaction history**

You can check your card's available balance or view your purchases using the card at any time by visiting [www.universalgiftcard.com.au](http://www.universalgiftcard.com.au) or by phoning 1800 174 239. Enquiries to the web site are free, but a fee of \$1.10 may apply if you phone and interact with IVR. If you choose to speak to a human operator, a fee of \$4.40 will be charged. You will need to enter your card number and your four-digit authentication code to access these details.

**Validity and expiry of the card.**

The expiry date is shown on the front of the card. After its expiry any purchase authorisation requests will be declined, and any remaining balance will be forfeited.

**No cash advances or refunds**

You may not obtain any cash advance with your card or redeem your card for cash or return the card for a refund. The card is not linked to a bank account or similar account in your name, and the available balance on the card does not represent property of yours. The issuer of the card, Heritage Bank Limited ABN 32 087 652 024 AFSL 240984, deals with the available balance according to its arrangements with the company which requested that you be issued with the card.

**Lost or stolen card**

You should treat an activated card as if it were cash. If you lose the card, or if it is stolen, you may phone 1800 174 239, so the card can be disabled. This is a free call. We will not reimburse you for any transactions conducted by an unauthorised person prior to your informing us of the card's loss. You will be protected from any subsequent loss if you satisfy certain conditions, and the Product Disclosure Statement has more information about this. If the available balance on the lost or stolen card exceeds \$15 at the time you phone, you may order a replacement card, for which an administration fee of \$15 will be charged by deducting it from the card's balance.

**Liability**

To the extent permitted by law, we will not be liable to you for any loss or damage (whether direct or consequential), nor be in default under these Terms and Conditions for failure to observe or perform any of our obligations under these Terms and Conditions for any reason or cause. We accept no liability for any failure to authorise a purchase transaction (even if the balance exceeds the purchase amount at the time of the authorisation request) if such has resulted from the application of prudent risk management tools or if the terminal or system was not working properly. There are other limitations on our liability as set out in the Product Disclosure Statement.

**Privacy and confidentiality**

We adhere to the Australian Privacy Principles. Any personal information we have received has been collected by the entity funding your card, and is being used by us, in accordance with those principles. We will not disclose your personal details to anyone except for the purpose of managing and processing this prepaid card business, or as required by law. Thus information may be disclosed to contractors or third party service providers who supply to us administrative, telecommunications, processing or other services in connection with prepaid cards. Those contractors or third party service providers may be outside Australia, and you consent and agree that information may be disclosed to those parties for the purpose of managing and processing this prepaid card business. For more information about our privacy policy, please visit [www.universalgiftcard.com.au](http://www.universalgiftcard.com.au).

**Changes to Terms and Conditions**

We reserve the right to change the Terms & Conditions at any time. Our web site [www.universalgiftcard.com.au](http://www.universalgiftcard.com.au) will display the current Terms & Conditions.