## Lovatts WIN a Mazda 2

## **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.
- Entry is only open to residents of Australia and New Zealand, who purchase any Lovatts magazine featuring the Mazda 2 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 27 April 2017 and closes 10:00am (AEST) on 27 October 2017. The winner will be chosen at 10:00 AM (AEST) on 30 October 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/winacar. To be eligible, participants will be required to provide their name, address, postcode, telephone number and, if available, email address, as well as the competition puzzle solution, and the entry code found in all participating titles.
- 5. Entrants must provide the correct solution to the Win A Mazda 2 competition puzzle on the entry form in the participating title to be entered into the draw. Only entries submitted with the correct answer will be accepted. 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 <u>www.lovattspuzzles.com</u> 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 Mazda 2 on the cover during the Promotional Period. These magazines include: Colossus Crosswords, Christine's BIG Crossword, MEGA! Crosswords, Findaword, Large Print Crosswords, Cluewords, Celebrity Code Crackers, Super Quick Sudoku, Super Hard Sudoku, Holiday Crossword Collection, Variety Prize Puzzles, Handy Arrowords, 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 details 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 major prize Winner will win:

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

Mazda 2

Total prize pool is valued at up to AUD\$14990 including GST

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

Mazda 2 Total prize pool is valued at up to NZD\$16990 including GST

- 14. Prize includes standard fittings, registration, compulsory third party insurance, stamp duty and dealer delivery charges (which may vary in different regions). Any ancillary costs associated with redeeming this prize are the responsibility of the Winner. All optional extras and accessories, comprehensive insurance and any other insurance not stated as included in the prize, fuel, personal costs and any other ancillary associated with redeeming the prize are excluded and are the responsibility of the Winner.
- 15. Winner must have a current valid Australian or New Zealand driver's licence. If the Winner is, through any legal incapacity or otherwise, unable to register the car in their own name, then such Winner may assign the motor vehicle prize to another person (who consents to such assignment) with legal capacity for the purpose of registration. The Promoter takes no responsibility for any such arrangements between the Winner and the assignee. The Winner must provide the Promoter with certified copies of all required documentation as required by the Promoter before the car is awarded.
- 16. The vehicle prize excludes any optional extras. The vehicle colour is at the discretion of supplier and will be based on availability. Subject to agreement by the supplying dealer, stock availability and subject to the Winner agreeing to pay any additional amount requested by the dealer, the Winner may upgrade the vehicle's optional extras and

accessories. Except as expressly stated in these Conditions, the supplying dealer will not provide a substitute model. The supplying dealer will not exchange the vehicle for cash.

- 17. The Car depicted in all promotional material is not necessarily the same colour or grade as the prize. The external and interior colour of the prize is subject to availability. The Winner will not be able to select the vehicle colour or transmission type; this will be determined by the Promoter.
- 18. The Promoter takes no responsibility for any mechanical, body or paint repairs from the date and time of delivery.
- 19. Unless expressly stated within these Conditions, all expenses incurred in relation to the vehicle prize (including insurance) are the responsibility of the Winner.
- 20. Prize values are correct at time of printing/submission; no responsibility is accepted for any variation in the value of any prizes.
- 21. The prize supplier is not liable for any loss or damage whatsoever which is suffered, including but not limited to indirect or consequential loss, or for personal injury suffered or sustained during the course of accepting or using the prize, except for any liability which cannot be excluded by law.
- 22. The Winner must provide all information and sign all documentation necessary to register the prize in the Winner's name prior to collection. Receipt of the prize is subject to the Winner being able to lawfully take possession of the prize and comply with all registration and compulsory third party insurance requirements of the State/Territory/Region/Country in which the Winner elects to register the prize.
- 23. The Winner of the prize must collect it from the nominated dealer and it must be registered prior to collection. Any number plate details used in the promotion of the Competition are representational only. If the Winner is unable to collect the vehicle, the winner may incur cost of transporting the vehicle, if needed, from their nearest dealership to an alternate prize claim point as nominated by the Winner and deemed acceptable by the Promoter. Any costs associated with the transport of the vehicle to an alternate location will be the responsibility of the Winner.
- 24. 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.
- 25. It is a condition of winning that the prize Winner provides the Promoter with their full name, address and a copy of their current Australian or New Zealand driver's licence prior to the awarding of the prize.
- 26. 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.
- 27. 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.

- 28. Any cost associated with accessing the promotional website is the Entrant's responsibility and is dependent on the Internet Service Provider used.
- 29. 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 State 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.
- 30. 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.
- 31. 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.
- 32. 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.
- 33. 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.
- 34. 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.

35. The Promoter is: Lovatts Media Group, Level 4, 221 Mann St, Gosford, NSW 2250 Australia. ABN 99 003 314 681.