

## **Terms & Conditions**

### **“Lovatts 2018/2019 Summer Cash Giveaway Promotion”**

#### **GAME OF CHANCE**

#### **TERMS AND CONDITIONS**

By entering the “Lovatts 2018/2019 Summer Cash Giveaway Promotion”, you are agreeing to the following terms and conditions:

#### **1. STANDARD TERMS**

1.1 Information on how to enter forms part of the terms of entry. Entry into the promotion is deemed acceptance of these conditions of entry.

#### **2. WHO CAN ENTER**

2.1 Entry is only open to residents of Australia and New Zealand, who purchase any Lovatts magazine featuring the “Lovatts 2018/ 2019 Summer Cash Giveaway Promotion” on the cover during the entire Promotional Period.

2.2 Directors, management, employees and their immediate families of Lovatts Media Pty Ltd (Lovatts Media) and their associated agencies and companies are not eligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether by natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.

#### **3. HOW TO ENTER**

3.1 The competition commences on Thursday 1 November, 2018 at 00:01AM (AEDST) and concludes on Monday 29 April 2019 23:59PM (AEST) (“the Competition Period”).

3.2 A valid entry requires individuals to purchase any participating Lovatts puzzle magazine featuring the “Lovatts 2018/ 2019 Summer Cash Giveaway Promotion” on the cover during the Promotional Period. These magazines include the Australian and New Zealand editions of: Colossus Crosswords, Christine’s BIG Crossword, MEGA! Crosswords, Findaword, Large Print Crosswords, Cluewords, Code Cracker, Crossword and Puzzle Collection, Variety Prize Puzzles, Handy Arrowords, Handy Puzzles, Handy Crosswords, Handy Wordhunt, Handy Sudoku, Handy Killer Sudoku, Handy CodeCrackers, Handy Cryptic and Handy Acrostic. Please note names of magazines are subject variations or changes but are correct at the time permit application.

3.4 To be eligible in the draw to “Lovatts 2018/ 2019 Summer Cash Giveaway Promotion”, entrants must solve the competition puzzle (as highlighted in the issue) and enter the solution, as well as the entry code in the participating title. Entrants must provide their name, address, postcode, telephone number and, if available, email address.

3.5 Entrants must provide the correct solution to the “Lovatts 2018/ 2019 Summer Cash Giveaway Promotion” to be entered in 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.

3.6 Entrants can only enter via the online form at [www.lovattspuzzles.com/summercash](http://www.lovattspuzzles.com/summercash)

3.7 Multiple entries permitted, subject to the following: Only one (1) entry is permitted per specified purchase of a participating Lovatts puzzle magazine.

3.8 Entrants must retain their original product barcode(s) or magazine 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.

3.9 Incomplete, indecipherable or illegible entries will be deemed invalid.

3.10 The time of entry will, in each case, be the time that the entry is received by Lovatts Media's servers and IT systems. The Promoters, their agents, affiliates or representatives will not be liable for any late, lost or misdirected entries.

#### **4. HOW TO WIN**

4.1 Each entrant who has entered the competition over the Competition Period and registered all details in accordance with clauses 2 and 3 will be entered in the prize draw. The draw will take place at Lovatts Media, Level 1, 100-102 The Esplanade, Terrigal NSW 2260, on Wednesday 1<sup>st</sup> May, 2019 at 10:00AM (AEST).

4.2 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. The Promoters' decision in relation to any aspects of the competition is final and the Promoters will not enter any correspondence regarding the result.

4.3 The major prize winner (one) will be the selected from all valid entries received over the Competition Period. The first valid entry randomly drawn from all entries received during the Competition Period will be the winner.

4.4 The major prize winner will be notified by phone, email or mail within 5 days of the draw. The major winner will have their name published on [www.lovattspuzzles.com](http://www.lovattspuzzles.com) and their name will appear in selected Lovatts Puzzle Magazines, Social Media Pages and websites by the 6<sup>th</sup> of May 2019.

4.5 It is a condition of accepting the prize that the winners may be required to sign a legal release or a non-disclosure statement in a form determined by the Promoters in its absolute discretion.

4.6 The Promoters reserve the right to request the winner to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity (including phone bills) in order to claim the prize. Proof of identification, residency and entry considered suitable for verification is at the discretion of the Promoters. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

4.7 Subject to any written directions given, an unclaimed prize draw will take place at Lovatts Media, Level 1, 100-102 The Esplanade, Terrigal NSW 2260, on Monday 29 July 2019 at 10:00AM (AEST). The winner will be notified via phone, mail and their details will be published [www.lovattspuzzles.com](http://www.lovattspuzzles.com) on Friday 2 August 2019.

## **PRIZES**

5.1 One major prize winner will receive \$10, 000(AUD) distributed in a one-off payment (cheque or cash). The prize includes cash to use at the winners' discretion. Any ancillary costs associated with redeeming this prize are the responsibility of the winner (including taxes or tax implications). Lovatts Media is in no way liable for any late fees or additional costs related to the winner's personal financial management.

### **The total prize value is \$10,000 (AUD)**

5.2 In the event of a New Zealand resident winning the major prize the same prize will be administered (at the time of draw's exchange rate) in New Zealand dollars.

5.3 The prize must be taken as offered and cannot be sold, bartered or exchanged.

5.4 In accepting the prize, the winner agrees to participate and co-operate as required in all editorial activities relating to the promotion, including but not limited to being interviewed and photographed. The winner maybe asked to take a supply a photo of themselves and their Lovatts magazine or prize and provide it to the promoter. The winner grants the Promoters a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide and the winner (and/ or their nominated register of the car) will not be entitled to any fee for such use.

5.5 The winner agrees that they will not sell or otherwise provide their story and/or photographs to any media or other organisation.

5.6 Winner will be required to have an AU or NZ bank account in which prize money can be deposited. If the winner does not have one the promoter will not issue prize until one is obtained and details are provided.

## **6. NO LIABILITY**

6.1 The Promoters 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. Neither are the Promoters responsible for any incorrect or inaccurate information, either caused by the 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 failure, theft or destruction or unauthorised access to, or alteration of, entries, and reserves the right to take any action that may be available.

6.2 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 other causes beyond the reasonable control of the Promoters, which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion, the Promoters reserve 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 written directions given under State Legislation.

6.3 Except for any liability that cannot be excluded by law, the Promoters (including its officers, employees and agents) excludes all liability (including negligence) for any personal injury or loss or damage (including loss of opportunity) whether direct, indirect, special or consequential, arising in any way out of the promotion, including but not limited to, where arising out of the following:

- 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 receipt by the Promoters) due to any reason beyond the reasonable control of the Promoters.
- d) any variation in prize value to that stated in these conditions of entry;
- e) any tax liability incurred by a winner or entrant;
- f) the broadcast of any program relating to the competition or the publication of any material, including statements made by any compere, staff member, journalist, other entrants or any other person; and/or participation in the prize.

6.4 Once prizes have left the Promoters' premises, the Promoters and their associated agencies take no responsibility for prizes damaged, delayed or lost in transit.

6.5 The Promoters reserve the right, in their sole discretion, to disqualify any individual who the Promoters have 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 Promoters' legal rights to recover damages or other compensation from such an offender are reserved.

## **7. PRIVACY CONSENT**

7.1 To provide you with this promotion, the Promoters need to collect personal information about you, including but not limited to your name, postal address, valid email address and a contact phone number. If you do not provide the information requested, the Promoters may not be able to provide you with the promotion entry.

7.2 Each entrant agrees that subject to the Privacy Act, the Promoters or its agents may do the following:

- a) transfer personal information confidentially to the Promoters or other organisations that provide services in relation to this promotion;
- b) disclose personal information to State and Territory lottery departments;
- c) publish the winners' names as required under applicable law; and/or
- d) use the prize winners' personal information in any media for publicity purposes associated with the promotion without any further payment or other compensation, unless the prize winner otherwise notifies the Promoters at the time of accepting the prize.

7.3 Entry details remain the property of the Promoters, and their related entities and are collecting the entrant's personal information for the purpose of conducting and promoting this competition

(including but not limited to determining and notifying winners). The entrant may request access to his or her personal information by writing to Lovatts Media Privacy Officer at Lovatts Media, Level 1, 100-102 The Esplanade, Terrigal NSW 2260.

## **8. PROMOTER'S DETAILS**

8.1 The Promoters are Lovatts Media Pty Ltd (ABN 99 003 314 681) Level 1, 100-102 The Esplanade, Terrigal NSW 2260.

8.2. Authorised under permit numbers: NSW: LTPS/18/26277, ACT TP 18/01380, SA T18/1262.

8.3 This competition is a game of chance, with a winner being randomly selected from a pool of entrants between the specified dates.