

## **Lovatts \$100K Cash Splash Competition**

### **Terms and Conditions of Entry**

#### **General**

1. Information on how to enter and prizes form part of the Terms and Conditions of Entry. Entry into this competition is deemed acceptance of these Terms and Conditions.
2. To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.

#### **Who can enter**

3. Subject to the clauses below, entry is open to all residents of Australia and New Zealand who have fulfilled the requirements set out below ('**Eligible Entrants**'). Entrants must be over the age of 16, as of the date of entry.
4. Employees, and their immediate families, of the Promoter, associated agencies and companies, contractors or individuals are not eligible to enter this competition. 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.
5. Any entrant who is 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 their consent and may be required to sign a release at the discretion of the Promoter. The release may also require the entrant's parent or guardian to accept responsibility for the acts and forbearances of the entrant. The release must be completed with the full name, address and telephone number of the entrant's parent or guardian. Failure to provide such proof, particulars or releases will immediately invalidate the entrant's entitlement to any prize, subject to State and Territory legislation.
6. The Promoter is Lovatts Media Group Pty Limited (ABN 99 003 314 681) (the '**Promoter**'). The Promoter's address is 100-102 Terrigal Esplanade, Terrigal, NSW 2260.

#### **How to enter**

7. To enter Eligible Entrants must, during the Promotional Period (defined below): purchase a Lovatts participating puzzle magazine title (**Eligible Product Purchase**), solve the competition puzzle, and complete an entry form at [www.lovattspuzzles.com/cashsplash](http://www.lovattspuzzles.com/cashsplash).
8. A valid entry requires individuals to purchase any participating Lovatts puzzle magazine featuring the "Lovatts \$100K Cash Splash Promotion" on the cover during the

Promotional Period. These magazines include: Colossus Crosswords, Christine's BIG Crosswords, MEGA! Crosswords, FindaWord, Large Print Crosswords, Cluewords, Code Crackers, Crossword & Puzzle Collection, Prize Puzzles, Handy Arrowwords, Handy Puzzles, Handy Crosswords, Handy Wordhunt, Handy Sudoku, Handy Killer Sudoku, Handy Code Crackers, Handy Cryptic, Handy Acrostic and Handy BrainTrainers. Please note names of magazines are subject variations or changes but are correct at the time permit application.

9. To be eligible in the draw to win, entrants must solve the competition puzzle (as highlighted in the issue) and enter the solution, as well as the entry code shown in the participating title. Entrants must provide the correct solution to the "Lovatts \$100K Cash Splash 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.
10. Entrants must provide their name, address, postcode, telephone number and, if available, email address. Entries must provide contact details on request to be eligible to win. Entrants may only enter in their own name. Inaudible, incomprehensible, illegible, and incomplete entries may be deemed invalid.

#### **Number of Entries permitted**

11. One entry per Eligible Product Purchase. All entrants must retain their original receipts, magazine issue, or Lovatts subscriber record to validate proof of purchase during the promotional period. Such evidence must, on request by the Promoter, be provided to the reasonable satisfaction of the Promoter, to demonstrate that the entrant has complied with these Terms and Conditions. Any entrant found to be sharing any receipt or other proof to demonstrate Proof of Purchase with any other entrant, whether or not related in any way, will have all entries invalidated and will not be able to claim a prize. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any awarded prize to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request. The Promoter may conduct an immediate redraw if the first drawn entrant is unable to satisfy this clause.

#### **Open, Close, Draw and Publish dates**

12. The competition commences on **30/04/2021 at 10:00 AM (AEST)** and closes **27/01/2022 at 11:59 PM (AEDT)** ('Promotional Period'). All times noted in these Terms and Conditions are local times, based on the location of the Promoter. If any draw date falls on a public holiday, as defined in the state of the Promoter, that draw will be conducted on the next business day. Entries must be received by the Promoter prior to the competition close date and time.
13. Subject to clause 18, the winner will be the first valid entry drawn at the Promoter's Premises at 100-102 Terrigal Esplanade, Terrigal, NSW 2260 on **01/02/2022 at 10:00 AM (AEDT)**. The winner will be notified by email or phone on the day of the draw, and their

name published online at <https://lovattspuzzles.com/major-prize-winners/>.

Arrangements will be made for the winner to be present at the envelope draw on 01/03/22. If the winner is not able to be present, a proxy can be appointed.

14. On the envelope draw date, the winner, or their proxy, will select one (1) envelope from a pool of one hundred (100) on 01/03/22 at 11:00 AM (AEDT). If the winner or their proxy are not present, the winner will be contacted by phone and the Promoter will be the winner's proxy to select envelopes on their behalf. There will be one envelope with the prize of AU\$100,000 noted in it. The other envelopes will have AU\$5,000 noted in each. The contents of the envelope picked by the winner or their proxy will determine the prize the winner wins. The Promoter will ensure that all entries have an equal chance of winning a prize.
15. The draw and the announcement of the prize winner will be scrutinised by an independent person.
16. The winner's name and prize will be published on **03/03/2022** on [www.lovattspuzzles.com/major-prize-winners/](http://www.lovattspuzzles.com/major-prize-winners/) for a minimum of 28 days.
17. Prizes will be sent within 28 days of the draw.
18. At the time of the prize event where Eligible Entrants are required to attend in person, should there be a State or Territory legislated, individual health order, or other restriction on the Eligible Entrant from attending i.e. from leaving their State of residence, then the Eligible Entrant may attend via phone with the Promoter otherwise running the prize event as originally planned. This will be achieved by a representative of the Promoter following the instructions of the Eligible Entrant, to the best of their ability. The actions of the Promoter's representative will determine the results of the competition.
19. The Promoter may conduct such further draws on **01/05/2022** at 11:00 AM (AEDT) at Promoter's Premises at 100-102 Terrigal Esplanade, Terrigal, NSW 2260) as the original draw in order to distribute any prize awarded but unclaimed by this date, subject to State and Territory legislation. Winners of any further draws will be notified by email on the day of the draw. Their names will also be published on **03/05/2022** at [www.lovattspuzzles.com/major-prize-winners/](http://www.lovattspuzzles.com/major-prize-winners/) for 28 days.

**Prize on offer**

- 20. The total prize pool is valued at up to AU\$100,000 (Including GST), as at 23/03/2021.
- 21. The total number of competition winners in this competition is one. The prize on offer is:

<b>Number of winners</b>	<b>Prize description</b>
1 Winner	<p>The chance to win either (only one):</p> <ul style="list-style-type: none"><li>a. First Prize: AU\$100,000 (1 in 100 chance of winning the cash prize)</li><li>or b. Consolation Prize: AU\$5,000</li></ul> <p>Plus (if required) travel costs to attend the envelope prize draw at the Promoter’s premises in Terrigal, NSW Australia. Depending on the winner’s residential address, this may include:</p> <ul style="list-style-type: none"><li>• Standard airfares for the winner and one companion from the nearest capital city to either Sydney Kingsford Smith Airport or Newcastle Airport, or other ground travel costs deemed reasonable by the Promoter;</li><li>• Accommodation for up to two (2) nights in one (1) room in Terrigal Beach NSW for the winner and their companion;</li><li>• Transfers for the winner and their companion from either Sydney Kingsford Smith Airport or Newcastle Airport to their Terrigal Beach accommodation;</li><li>• Dinner for two (2) people at a local Terrigal restaurant of the winner’s choosing.</li></ul>

- 22. For any cash prizes your name on your entry must be that of an eligible bank account to which a cheque can be cashed. The Promoter will take reasonable steps to send cheques 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.

**Further Terms and Conditions**

- 23. Any entrant found to have used a third party (including online competition entry site) to enter on their behalf will have all entries invalidated and any claim they have to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any prize awarded. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide

any requested documentation to the Promoter upon request. The Promoter reserves the right to disqualify any entrant who provides false information or who seeks to gain an unfair advantage or to manipulate this competition.

24. Any entrant found to be entering incorrect contact details, including incorrect email contact details, will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any prize awarded. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.
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 and Territory legislation. Cash will not necessarily be awarded as a substitute. 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 (and indemnification) 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 conduct a redraw in the event that an entrant, claiming to be a winner, is unable to satisfy these Terms and Conditions or has breached these Terms and Conditions.
29. The Promoter's decision in relation to any aspect of the competition is subject to State and Territory legislation but also 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.

### **Privacy Collection statement**

30. The Promoter and its related entities collect entrants' personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying winners). The Promoter may disclose personal information collected to an agent who is engaged to conduct the competition draw and for prize fulfilment. The Promoter may also disclose personal information collected to Australian regulatory authorities, such as the regulators of trade promotions. The Promoter will otherwise handle your personal information in accordance with its Privacy Policy available at <https://www.lovattsmedia.com/privacy-policy/>. You may request access or to update your personal information or lodge a complaint by writing to The Privacy Officer, Lovatts Media Group Pty Limited (ABN 99 003 314 681) of 100-102 Terrigal Esplanade, Terrigal, NSW 2260.

### **Copyright, Statutory guarantees, Waiver and liability**

31. 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.
32. In participating in the competition, the winner agrees 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 winner (and their companion) 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 winner (and their companion) will not be entitled to any fee for such use.
33. 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.
34. The Promoter (subject to State and Territory legislation) reserves the right to amend, cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affect the administration security, fairness, integrity or proper conduct of this competition. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition. In particular, computer generated entries and the use "scripting" is not permitted and will not be accepted.
35. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
36. 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**').
37. 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.

**Competition permits**

38. Authorised under: NSW Permit No. TP/00828. ACT Permit No. TP 21/00315.1. SA Licence No. T21/281.