

# Competition Terms and Conditions

## Thinkspot On-going Competition 2016

### General

1. The Promoter is NewsLifeMedia Pty Ltd (ABN 57 088 923 906) of Level 1, 2 Holt Street, Surry Hills, 2010, NSW. Telephone number 00 61 2 8045 4719.
2. Information on how to enter and prizes forms part of the terms of entry. Entry into the competition is deemed acceptance of these terms and conditions.
3. If there is any inconsistency between these Terms and Conditions and anything else that refers to this competition, these Terms and Conditions will prevail.

### Who can enter

4. Entry is open to all residents of Australia over the age of 18 except employees and immediate families of the Promoter and their associated companies and agencies. Immediate family includes 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 first cousin.
5. Entrants must be 18 years of age or older as at the date of entry in order to be eligible to enter the competition.
6. 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 or proof of registration ownership 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.

### When to enter

7. The competition commences on 11/01/2016 at 9:00am [AEDT] and concludes on 31/12/2016 at 2:00pm [AEST]. Entries must be received by the Promoter prior to the competition close date and time.
8. The time of entry will in each case be the time the online entry is received by the Promoter's database, not at the time of transmission by the entrant.
9. The Promoter accepts no responsibility for any late, lost or misdirected entries including SMS messages not received by the Promoter or delays in the delivery of the SMS message due to technical disruptions, network congestion or for any other reason. SMS entries via the internet or computer generation and not attributable to a valid mobile phone account is invalid and will not be accepted.

### How to enter

10. In order to enter into the competition members must, when invited to do so by the Promoter, complete in full an online survey. Members may access the survey via:
  - i. a link sent to them in an email
  - ii. a link posted on their exclusive Thinkspot member's page
11. Entrants are required to take full responsibility for the content of their entry and for ensuring that their entry complies with these Conditions of Entry. For the purposes of these content requirements, "entry content" includes any content (including text, photos, videos and email messages) that entrants submit, upload, transmit, publish, communicate or use in connection with their entry into the Promotion. Entries must be the entrant's original work. The Promoter reserves the right to verify, or to require the entrant to verify, that the entry is the entrant's original work. If an entry cannot be verified to the Promoter's satisfaction, the entry will be deemed invalid. The Promoter may, in its absolute discretion, edit, modify, delete, remove or take-down any part of an entrant's

entry. An entrant's entry must not include:

- (a) any image or voice of any other person without that person's express consent. Entrants warrant that if any such content is included, they have obtained the express consent of the relevant person;
- (b) any content that contravenes any law, infringes the rights of any person or is potentially insulting, inflammatory, defamatory, obscene, offensive, discriminatory, indecent or otherwise objectionable or inappropriate (which includes, without limitation, any content involving nudity, malice, excessive violence or swearing); and
- (c) any literary, dramatic, musical or artistic work, any audio-visual or sound recording, or any other item in which copyright subsists, unless the entrant is entitled to do so. If an entrant has any doubts about whether they have the right to include any content (for example, recorded music) they must not include it. By including any such content in their entry, the entrant warrants that they have the permission of the relevant copyright owner to do so and that this permission allows the Promoter to use the entry in accordance with these Conditions of Entry.

The Promoter reserves the right to disqualify a winner if Promoter becomes aware that the winner and/or the winner's entry is of a type described in this clause.

12. 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.
13. The Promoter reserves the right to disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these Terms & Conditions of Entry or who has, in the opinion of 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 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.

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

14. Entrants will receive one entry into the Monthly Rewards Draw for each survey completed within the timeframes detailed below. Entrants may enter as many times as they like, although may only complete the same survey once. Only one prize will be awarded per person (except residents of South Australia, who are eligible to win more than once).

#### **Draw and Notification of winner**

15. The winners will be the first six (6) valid entries drawn by Vision Critical Pty Ltd (ABN: 18134434736) by random computer selection at 2:00pm [AEDT] on each of the dates shown below. Winners will be drawn at the offices of Vision Critical: Level 7, 309 George Street, Sydney, 2000, NSW.

**Monthly Reward 1** (Surveys completed in January 2016) – 02/02/2016  
**Monthly Reward 2** (Surveys completed in February 2016) – 08/03/2016  
**Monthly Reward 3** (Surveys completed in March 2016) – 05/04/2016  
**Monthly Reward 4** (Surveys completed in April 2016) – 03/05/2016  
**Monthly Reward 5** (Surveys completed in May 2016) – 07/06/2016  
**Monthly Reward 6** (Surveys completed in June 2016) – 05/07/2016  
**Monthly Reward 7** (Surveys completed in July 2016) – 02/08/2016  
**Monthly Reward 8** (Surveys completed in August 2016) – 06/09/2016  
**Monthly Reward 9** (Surveys completed in September 2016) – 04/10/2016  
**Monthly Reward 10** (Surveys completed in October 2016) – 08/11/2016  
**Monthly Reward 11** (Surveys completed in November 2016) – 06/12/2016  
**Monthly Reward 12** (Surveys completed in December 2016) – 10/01/2017

16. If any particular draw is scheduled on a public holiday, the draw will be conducted on the following business day.
17. The Promoter's decision is final and the Promoter will not enter into correspondence

regarding the competition result or any other decisions the Promoter makes in connection with the Promotion.

18. Winner/s will be notified in writing by email within two days of the draw and all prizes delivered within six days of the draw. Winner/s of prizes will be published on the Thinkspot website ([www.thinkspot.com.au](http://www.thinkspot.com.au)) within 10 days of the draw dates shown.
19. Prizes will be awarded to person named in the entry. However, in a dispute, will be awarded to the account holder of the entry mechanism used to submit their entry (i.e. mobile phone account holder or land line account holder).
20. 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.
21. Subject to State Regulation, an unclaimed prize draw will take place at the offices of Vision Critical: Level 7, 309 George Street, Sydney, 2000, NSW, on 01/04/2017 at 2:00pm AEST. One winner will be drawn per unclaimed prize. Only entrants who completed a survey in the month corresponding to the unclaimed prize will be eligible for the relevant unclaimed prize draw. The winner/s of the unclaimed prize draw will be notified by telephone or email within two days of that draw. Winner/s of prizes will be published on the Thinkspot website ([www.thinkspot.com.au](http://www.thinkspot.com.au)) within 10 days of the draw dates shown.

### **Prize on offer**

22. Individual prize value is \$100 (including GST). Total annual prize pool value is up to \$7,200 (including GST) as at 08/12/2015.
23. Each month there will be six (6) winners of the monthly prize and will each receive \$100 worth of online credit via [GiftPay](http://www.giftpay.com) to redeem as they wish from one or more of the affiliated retailers listed. Further instructions on redemption and available retailers can be found at [www.giftpay.com](http://www.giftpay.com)
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. Prizes cannot be transferred, exchanged or redeemed for cash.
27. 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. It is the responsibility of the winner to confirm such conditions with the prize supplier or other relevant third parties.
28. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
29. All entrants agree that if they win the prize, they will not, and their companions will not, sell or otherwise provide their story and/or photographs to any media or other organisation, including the internet. Photographs will be allowed only at the discretion of the Promoter.
30. Gift vouchers are subject to the terms and conditions imposed by the gift card provider. Once awarded, the Promoter is not liable for any voucher that has been lost, stolen, forged, damaged or tampered with in any way.

### **Further Terms and Conditions**

31. Subject to complying with all relevant State and Territory legislation, the Promoter 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 the competition. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition.

32. The Promoter and their associated agencies and companies assume 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, and reserves the right to take any action that may be available.
33. 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.
34. Entrants are responsible for any cost associated with accessing the promotional website . Access to that site is dependent on the Internet service provider.
35. If an entrant uses any form of software or third party application to enter multiple times (including scripting software), organises for a third party to enter on their behalf in breach of these terms and conditions or enters using incorrect contact details, his or her entry will be deemed invalid. If such an entrant wins a prize, the entrant must immediately return the prize to the Promoter. The Promoter has sole discretion to determine whether an entrant has breached this clause. The Promoter reserves the right to request whatever documentation it deems necessary to confirm whether an entrant has breached this clause. Entrants must provide whatever documents the Promoter requires upon request.
36. 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. 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.
37. The Promoter will make reasonable efforts to deliver prizes to the addresses provided by competition entrants. If a prize is returned to the Promoter because it could not be delivered to the address provided, the Promoter cannot guarantee that it will be able to resend the prize to the prize winner. The Promoter and its associated agencies and companies will not be liable for any damage to or delay in transit of prizes.
38. The Promoter reserves the right to redraw the prize if an entrant who claims to be a prize winner is unable to satisfy these terms and conditions.

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

39. In consideration for the Promoter awarding the prize to the winner, the winner hereby permits the winner's submission, image and/or voice, as recorded, photographed or filmed during the winner's participation in the prize to appear in connection with NewsLifeMedia or News 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.
40. Each entrant hereby assigns to the Promoter all right, title and interest in and to all copyright and all moral rights in any material created or otherwise submitted to the Promoter in connection with that entrant's entry or participation in any aspect of the prize (Works). Each entrant warrants that the Promoter is free to use the Works (including modifying, adapting or publishing the entry, whether in original or modified form, in whole or in part or not at all) and to exercise its rights in relation thereto and neither the entrant nor any third party will be entitled to any fee for such use.
41. 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.

42. 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 and the Promoter 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 is 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.
43. 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.
44. All entries become the property of the Promoter. The Promoter collects personal information about you for the purposes of conducting this promotion. Any disclosure of such information will be made as required by law and in accordance with these terms and conditions but no further use of this information will be made without prior consent.
45. All entries become the property of The Promoter. All opt-in entries will be entered into a database and The Promoter may use the entrant's names, addresses and telephone numbers for future promotional, marketing and publicity purposes in any media worldwide without notice and without any fee being paid unless otherwise advised by the entrant. By opting-in, entrants confirm that they allow their details to be used for this purpose. If entrants no longer consent to their details being used for future marketing purposes, the entrant should contact The Promoter on their details set out below. Any request to update, modify or delete the entrant's details should be directed to The Promoter.
46. Vision Critical Pty Ltd, on behalf of NewsLifeMedia Pty Ltd, is collecting the entrant's personal information for the purpose of conducting and promoting this competition (including but not limited to determining the winner). If you are not willing for this to occur you cannot participate in the promotion.
47. 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 other sources. We collect and use that information to provide you with our goods and services and to promote and improve our goods and services. We may share your information with our related companies and any of us may be in contact for those purposes (including by email and SMS). We may also use your information as described when we collect information from you. 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 disclose your information to our related companies, service and content providers, including those located outside Australia. Where you have entered a competition, we may disclose your personal information to authorities if you are a prize winner or otherwise as required by law. The Promoter's privacy policy can be viewed at [www.thinkspot.com.au](http://www.thinkspot.com.au). To request access to, or to update, personal information the Promoter holds about them, entrants can contact the office of the Promoter on 00 61 2 8045 4719.

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