

# Network TEN

## Fusion Health Consumer Promotion

### Terms and Conditions

1. Information on how to enter forms part of the terms of entry. Entry into the Fusion Health Consumer Promotion ("Competition") is deemed acceptance of these terms and conditions.

#### Eligibility to Enter

2. Entry is open to all residents of Australia 18 years and over. However, employees and the immediate families of Network Ten Pty Limited (the "Promoter") and their associated agencies and companies or any organisation or individual associated with the provision of the prize(s) are not eligible to enter. Entrant must be residing in Australia at the time of entry, or their entry may be deemed invalid.

#### Competition Period

3. The competition commences on **Monday 4 June 2018 at 09:00 AEST** and closes on **Sunday 15 July 2018 at 23:59 AEST** ("Competition Period").
4. The Competition will be advertised on, but not limited to, Network TEN, [www.tenplay.com.au](http://www.tenplay.com.au) and [www.tendaily.com.au](http://www.tendaily.com.au).

#### How to Enter

5. To participate in the Competition entrants must:
  - a. Log on to [tendaily.com.au](http://tendaily.com.au) and register their details including (but not limited to) name, address, phone number, email address, gender and date of birth.
  - b. Opt in to receive information from ten daily.
  - c. Opt in to receive information from Fusion Health.
6. It is free to enter the competition, however, the cost of accessing the promotional website is dependent on the entrant's individual service provider. These Terms and Conditions apply in conjunction with the TEN Members rules.
7. Incomprehensible and incomplete entries will be deemed invalid.
8. A limit of one online entry per day per person applies.
9. Entrants who have won a Major Prize in any Network Ten competition in the past 12 months are not eligible to win a prize in this competition.
10. Entries must be received by Sunday 15 July 2018 at 23:59 AEST to be included in the Prize Draw. Each valid entry received over the duration of the Competition Period will be entered into the Prize Draw.

11. The time of entry will in each case be the time the online entry is received by the Promoter's database. The Promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason.
12. The account holder is responsible for any activity and/or entries that have been submitted using their device (E.g. Phone, computer, tablet etc). It is the account holder's sole responsibility to control any and all access to their device. The Promoter, and Ansible Pty Ltd, will not be responsible for any loss, damage or costs incurred as a result of failure to comply with this. Entrants must not use another's device without express permission from the account holder.
13. 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. Error 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.
14. In consideration of the Promoter awarding the prize to the Winner, the Winner hereby permits the Winner's image and/or voice, as recorded, photographed or filmed during the Winner's participation in the prize to appear in connection with Network TEN or the advertising or marketing thereof, in any media whatsoever through the world and the Winner will not be entitled to any fee for such use.
15. The Prize Draw will be held on **Monday 16 July 2018 at 14:00 AEST** at Ansible Pty Ltd, Level 1, 16 Anster Street, Adelaide SA 5000.
16. The Major Prize Winner will be notified by a phone call within two (2) days of the draw and in writing and the Winner's details will be published on the TENPlay website at [tenplay.com.au](http://tenplay.com.au) from **Tuesday 17 July 2018**.
17. An entry that is made on behalf of an entrant by a third party will be invalid.
18. If required, an unclaimed prize draw will take place at Ansible Pty Ltd, Level 1, 16 Anster Street, Adelaide, South Australia 5000 on **Tuesday 16 October 2018 at 10:00 AEDT**. The unclaimed prize Winner will be notified of their prize by phone, in writing and Winner's details will be published on the TENPlay website at [tenplay.com.au](http://tenplay.com.au) from **Wednesday 17 October 2018**.

#### **Prize Details**

19. There will be one (1) Major Prize Winner drawn from all entries received (Online) who will win the following prize package:

Number	Prize Details	Valued at up to AUD
1 x Major Prize	Trip for four (4) people to Elements of Byron Resort & Spa including: <ul style="list-style-type: none"> <li>• Return economy airfares for four (4) people from their closest Australian capital city to Byron Bay</li> <li>• Seven (7) nights' accommodation at Elements of Byron Resort &amp; Spa, Byron Bay in a Deluxe two (2) bedroom villa for a maximum of four (4) people including al a carte breakfast</li> <li>• Oceanic Spa for four (4) people</li> <li>• Return Hotel/Airport transfers</li> <li>• Dinner at Graves Restaurant, Tasting Menu and Wine Pairing for four (4) people</li> <li>• Elements of Byron Meal and Drinks voucher</li> </ul>	\$6,000.00  \$8,300.00 \$1,100.00 \$500.00  \$600.00 \$1,000.00
<b>TOTAL PRIZE VALUED AT UP TO - AUD</b>		<b>\$17,500.00</b>

20. The total Prize Pool is valued at up to \$17,500.00 (including GST). The total prize pool may include agency and booking fees. The Promoter accepts no responsibility for change in prize value between now the ultimate prize redemption date.
21. Any ancillary costs associated with redeeming the prize/s are not included. These are the responsibility of the Winner.
22. The Major Prize Winner and their travelling companions are responsible for all other expenses including spending money (unless specified), meals (unless specified), drinks, transfers (unless specified), laundry charges, activities (unless specified), incidentals, taxes (excluding departure and any other flight associated taxes included within the prize), energy surcharges, gratuities, services charges and all other ancillary costs. Travel insurance is not included (unless specified in the prize inclusions) but is highly recommended.
23. All prizes are non-transferrable. No cash alternative is available for any prize. Prizes must be taken as offered. Any prize, unused portion of any prize, or portion of the prize Winner is not entitled to, are not exchangeable or cannot be redeemed as cash. Prizes cannot be used in conjunction with any other special offer. Prize values are in Australian dollars. The Promoter accepts no responsibility for any variation in the prize values. Prize Winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of their prize.
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. The Major Prize travel must be completed by Tuesday 16 July 2019, is subject to availability, and is based on four (4) people sharing a two (2) room villa. Specified accommodation, restaurants and tours are subject to availability at the time of booking. Alternatives may be offered dependent on availability.
26. 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 any directions given under State Regulation.

27. The Promoter is neither responsible nor liable for any damaged, delayed or lost in transit in the delivery of the prize/s.
28. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the Competition result.
29. 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.
30. In the event that for any reason whatsoever a Winner does not take an element of the prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the Winner and cash will not be awarded in lieu of that element of the prize.
31. Personal information about all prize Winners will be shared with the prize provider, and their agents, to the extent necessary for prizes to be delivered to the prize Winners.
32. If the Major Prize Winner does not provide proof of meeting the valid entry requirements, the Major Prize will be forfeited in full, and the Winner will have no further claim. A re-draw will be held to award the Major Prize to a valid entrant.
33. Dates of travel within holiday periods are subject to availability. Blackout dates will apply unless specifically pre-arranged prior to the competition being run. Blackout dates include Christmas, Easter, Public, school and summer holidays.
34. Travel is valid for twelve (12) months from the initial draw date. Winners who do not travel within twelve (12) months will become null and void and will no longer be entitled to their grand prize. The Major Prize Winner must advise The Promoter of their intended dates of travel at least eight (8) weeks prior to departure.
35. Once confirmed in writing, travel dates and names of those travelling are not changeable without incurring extra fees. The Promoter does not accept responsibility for any fees incurred as a result of any changes made and these costs will be borne by the Winner and their companion/s.
36. The Major Prize Winner and their travelling companion must travel at the same time, must depart from the same capital city and are responsible for transport from their residence to their nearest capital city for flight departure. It is the Winner's responsibility to organise transfers and cover associated costs to and from the Winner and their travelling companion's residence and nearest capital city.
37. The Major Prize Winner, or their travelling companion, may be required to provide a credit card in order to check-in at the hotel for a security deposit, and to cover any incidental charges.
38. Air tickets are available on the regular scheduled services of each airline and are subject to seasonal embargos. The Promoter has the right to determine the airline carrier at its discretion. In the event that a Winner requests a specific carrier, not offered by the Promoter, any subsequent or additional fees and taxes, if applicable will be the responsibility of the Winner. Flight itinerary may have to be adjusted depending on the airlines departure city and their current flight schedule. Frequent Flyer points are not available from any airline. The Promoter

is not responsible for the cancellation, delay or rescheduling of any part of a travel Prize and any costs incurred by the Winner or any travelling companion(s) as a result (including accommodation costs) will be the responsibility of the Winner.

39. All components of the Major Prize must be fulfilled at the same time and they cannot be split across different time periods. All elements of the package are subject to availability at the time of booking.
40. Prizes will be awarded to the person named in their contestant entry. Should an entrant's contact details change during the Competition 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.
41. It is a condition of accepting the prize the Winner may be required to sign a legal release in a form determined by the promoter in its absolute discretion.
42. Should the Major Prize Winner not meet any of the criteria stated in these terms and conditions to be a valid Winner they will forfeit all rights to the Major Prize, and a redraw will take place to reallocate the Major Prize to a valid Winner.
43. By accepting the prize, the Winner agrees to participate in and co-operate as required with all reasonable media editorial requests relating to the prize, including but not limited to, being interviewed and photographed, filmed and/or chaperoned throughout the duration of the prize.
44. 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 government legislation.
45. If your entry is selected as a winning entry, validation of your circumstances, the validity of your entry will be undertaken by the Promoter. Method of validation (without limitation) will be determined by the Promoter at its complete discretion. If the winning entry is deemed to be a Winner, the Winner will be notified as per the terms and conditions herein. In the event that the Promoter requests the entrant to sign any legal documents relating to the verification of their medical circumstance, the legal documents will take the form determined by the Promoter. It is a condition of accepting the prize the Winner signs any such legal documentation.
46. 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 ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoters (including its respective 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 and:  
(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 Promoters) 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.

47. 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 Promoters, 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, subject to government legislation.
48. All entries become the property of the Promoter. The Promoter collects personal information about you to enable you to participate in this promotion but no further use of this information will be made without prior consent.
49. 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 the phone user 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.
50. With your express consent to do so, Global Therapeutics Pty Ltd trading as Fusion Health (Fusion Health) will handle an entrant's personal information (e.g. first name, last name, address, suburb, state, postcode, phone number, email address, gender, date of birth) in accordance with their Privacy Policy which can be accessed at <https://www.fusionhealth.com.au/global-therapeutics-privacy-policy>. Fusion Health's Privacy Policy may be updated from time to time and it will be the entrant's responsibility to keep up to date with any changes to the Privacy Policy. The entrant may at any time, opt out of receiving contact from Fusion Health by unsubscribing via the Fusion Health website found at <https://www.fusionhealth.com.au/>.
51. With your express consent to do so, and by checking the box agreeing to receive information from them, Ten Daily will handle an entrant's personal information (e.g. first name, last name, address, suburb, state, postcode, phone number, email address, gender, date of birth) in accordance with their Privacy Policy which can be accessed at [www.tendaily.com.au/privacy](http://www.tendaily.com.au/privacy). Ten Daily's Privacy Policy may be updated from time to time and it will be the entrant's responsibility to keep up to date with any changes to the Privacy Policy. The entrant may at any time, opt out of receiving contact from Ten Daily by sending an email to [memberships@networkten.com.au](mailto:memberships@networkten.com.au)
52. You consent to The Promoter collecting your personal information for the purpose of conducting and promoting this Competition (including but not limited to determining and notifying the Winner and prize fulfilment). Your personal information may be disclosed to a third party as a result of entering this competition, including but not limited to Ansible Pty Ltd and MultiChannel Network Pty Ltd. Your personal information may be disclosed to State and

Territory lottery departments and Winners' names published as required under the relevant lottery legislation. For purposes of public statements and advertisements The Promoter will only publish the Winner's surname, initial and State. A request to access, update or correct any information should be directed to the Promoter. If you are not willing for this to occur you cannot participate in the promotion.

53. The Promoter is bound by the Australian Privacy Principles (APPs) in the Privacy Act 1988 (Cth) and by entering the Competition, you (the entrant) are taken to consent to Network Ten Pty Limited's privacy policy which contains information, amongst other things, about how you may access personal information that is held by Network Ten Pty Limited about you and seek correction of such information. See [www.tenplay.com.au/privacypolicy](http://www.tenplay.com.au/privacypolicy) to view Network Ten Pty Limited's APP Privacy Policy in full. Our APP Privacy Policy also contains information about how you may complain about a breach of the APPs, or a registered code that is binding on our organisation and how Network Ten Pty Limited will deal with such complaints. We may disclose your personal information to related entities and third party service providers outside Australia.
54. The Promoter is Network Ten Pty Limited (ABN: 91 052 515 250) of 1 Saunders Street, Pyrmont NSW 2009.
55. Permit Approvals: ACT: TP 18/00925, NSW: LTPS/18/24752, SA: T18/860.