

Network TEN

Dinner By Heston Blumenthal Promotion

Terms and Conditions

1. Information on how to enter forms part of the terms of entry. Entry into the Dinner by Heston Promotion (“Competition”) is deemed acceptance of these terms and conditions.

Eligibility to Enter

2. Entry is open to all residents of Australia aged 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 23 July 2018 at 17:00 AEST** and closes on **Sunday 5 August 2018 at 23:59 AEST** (“Competition Period”).
4. The Competition will be advertised on, but not limited to, Network TEN and www.tenplay.com.au.

How to Enter

5. To participate in the Competition entrants must:
 - a. If entering via tenplay.com.au, log on to tenplay.com.au and register their details including (but not limited to) name, address, phone number, email address, gender and date of birth, to become a TENPlay member. OR
 - b. If entering via tendaily.com.au, register your details including (but not limited to) your first name, last name, email address, postcode, gender, phone, DOB and opt in to receive at least one email communication from ten daily from a selection of three options. You may choose to opt out at any time via the unsubscribe link on any email sent to you.
 - c. Entrants must also answer in 25 words or less “*Why would you like to dine at Dinner by Heston?*” to qualify an entry.
6. It is free to become a TENPlay member, 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. It is free to
7. Incomprehensible and incomplete entries will be deemed invalid.
8. A limit of one online entry on either [tenplay](http://tenplay.com.au) or [ten daily](http://ten.daily) per TENPlay member or per email address applies.
9. Entrants who have won a major prize in any Network Ten or ten daily competition in the past 12 months are not eligible to win a prize in this competition.

10. Entries must be received by **Sunday 5 August 2018 at 23:59 AEST** to be included in the Prize Determination. Each valid entry received over the duration of the Competition Period will be entered into the Prize Determination.
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 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 Judging will be held on **Monday 6 August 2018 from 10:00 AEST** at Network TEN, 1 Saunders Street Pyrmont NSW 2009 by a panel of judges. The most creative entry will be considered the winning entry.
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 and ten daily websites at tenplay.com.au and tendaily.com.au from **Tuesday 7 August 2018**.
17. An entry that is made on behalf of an entrant by a third party will be invalid.
18. 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 next best entry as selected by the judges will take place to reallocate the Major Prize to a valid Winner.
19. If required, an unclaimed prize judging will take place at Network TEN, 1 Saunders Street, Pyrmont NSW 2009 on **Monday 3 September 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 from **Tuesday 4 September 2018**.

Prize Details

20. There will be One (1) Major Prize Winner determined from all entries received (Online) who will win the following prize package:

Number	Prize Details	AUD Value at up to
1 x Major Prize	<ul style="list-style-type: none"> • Chef's Table experience at Dinner by Heston (DbH) for two including; Nine course dinner presented by DbHs' head chef plus Sommelier selected wine pairings. • Everdure by Heston Blumenthal CUBE Portable charcoal BBQ (Item code: HBCUBE) \$200.00 • Two (2) x return economy airfares from the winners nearest Australian capital city to Melbourne valid from Sunday to Thursday \$1,870 (for two) • One (1) x night's accommodation at Crown Towers Melbourne in a Deluxe King Room on a Sunday to Thursday \$498.00 • Return transfers from Melbourne Domestic Airport to Crown Towers (8 Whiteman Street, Southbank Victoria 3006) for two people \$240.00 	
2 x Runners Up	<ul style="list-style-type: none"> • Everdure by Heston Blumenthal CUBE Portable charcoal BBQ (Item code: HBCUBE) – valued at \$200 each 	\$400.00
TOTAL PRIZE VALUED at up to		\$4,238.00

21. The total Prize Pool is valued at \$4,238.00 (including GST). The Promoter accepts no responsibility for change in prize value between now the ultimate prize redemption date.
22. Any ancillary costs associated with redeeming the prize/s are not included. These are the responsibility of the Winner.
23. The Major Prize Winner (and their companions) is/are responsible for all other expenses including spending money, 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, passports, visas, travel insurance and all other ancillary costs. Travel insurance is highly recommended to protect against the additional costs incurred in the event of unforeseen circumstances. The winner is responsible for ensuring that they and their travelling companion(s) are fit to travel.
24. The winner and travelling companions 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 (Sydney, Brisbane, Adelaide or Perth). (If the winner is from Tasmania, ACT or NT connecting flights from these cities to the nearest flight departure capital city will be included in the prize package for the winner and travelling companion only – if applicable). If the winner resides in Victoria, then the flight component of the prize will not be included and the winner and their travelling companion will responsible for making their way to and from Melbourne.
25. Flight portion of the prize/s are not available to the winner if they reside in the same state of the prize event and will be forfeited in full. No compensation will be forthcoming for this component of the prize.

26. Prize must be taken between a Sunday to Thursday before 31 October 2018, is subject to hotel and flight availability, and is based on two (2) adults sharing a deluxe king room. Subject to Chef's Table availability. In the event a winner does not take the prize by the time stipulated, then the entire prize will be forfeited by the winner and cash will not be awarded in lieu of the prize. Specified accommodation, restaurants and tours are subject to availability at the time of booking. Alternatives may be offered dependent on availability.
27. Returning flights to be taken the following day of arrival.
28. The prize is not available during peak times such as public holidays and school holidays (if applicable) and cannot be changed once the booking has been made. Air tickets are available on the regular scheduled services of each airline and are subject to seasonal embargos. 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. A credit card imprint or cash deposit may be required from the winner at check-in to the hotel, for all incidental charges. Once accommodation vouchers are issued they are non-changeable.
29. All prizes are non-transferrable. The prize is for the specified dates of the event only. If the winner (for whatever reason) is unable to travel or does not take an element of the prize within the time stipulated by the Promoter, then the prize will be forfeited and cash will not be awarded in lieu of the major prize. 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. The Promoter makes no representations or warranties about the attendance at the event of any individuals or groups involved in the marketing of the event.
30. 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.
31. 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.
32. The Promoter is neither responsible nor liable for any damaged, delayed or lost in transit in the delivery of the prize/s.
33. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the Competition result.
34. The Promoter supports the responsible consumption of alcohol and guidelines can be found at <http://www.alcohol.gov.au/internet/alcohol/publishing.nsf/Content/guidelines>.
35. Acceptance of the Prize is subject to any prevailing terms and conditions of the accommodation/transport/services providers and, in particular, health, behaviour, age and safety requirements. No compensation will be payable if any of winner or his or her travelling companions are unable to use any element of the relevant Prize as stated for whatever reason, including refusal of entry or ejection from the locations or participation in certain activities for health, age, behaviour or safety reasons. Any part of the Prize that is not taken for any reason is forfeited.

36. 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.
37. Personal information about all prize Winners will be shared with the Crown Resorts (Prize Provider), and its agents, to the extent necessary for prizes to be delivered to the prize Winners.
38. If the Major Prize Winner does not provide proof of meeting the age restriction and other 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.
39. Return economy airfares from Winners capital city to Melbourne for Two (2) people included in the Major Prize (as stated above) will only be supplied if the prize Winner/s do not live in Victoria. If the Winner is from Victoria they will forfeit the flight component of the prize and must make their own way to and from the departure airport.
40. 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 but are not limited to Public Holidays, Father's Day (Sunday 2nd September), Thursday 27 September and Sunday 30 September and Caulfield Cup weekend (Sunday, 21 October)
41. Travel is valid until 31 October 2018. Winners who do not travel before / on this date will become null and void and will no longer be entitled to their prize. The Major Prize Winner must advise The Promoter of their intended dates of travel by 31st October 2018.
42. 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 companions.
43. 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.
44. 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.
45. All components of the Major Prize must be fulfilled at the same time and they cannot be split across different time periods. The chef's table at Dinner by Heston Blumenthal is valid on Sunday to Thursday. Flights and accommodation to be take on a Sunday to Thursday. All elements of the package are subject to availability at the time of booking.

46. 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.
47. 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.
48. 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.
49. 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.
50. 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.
51. If your entry is deemed as the 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.
52. 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.
53. 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.

54. 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.
55. 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.
56. With your express consent to do so, **the Prize Provider** will handle entrant's personal information (e.g. first name, last name, address, suburb, state, postcode, phone number, email address, gender, date of birth) to find out more about the people who are interested in its products for the purposes of direct marketing in accordance with its Privacy Policy which can be accessed at <https://www.crownmelbourne.com.au/general/privacy-policy>. **The Prize Provider'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 by sending an email to press@dinnerbyheston.com.au.
57. 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 the prize provider. 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.
58. 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 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.
59. The Promoter is Network Ten Pty Limited (ABN: 91 052 515 250) of 1 Saunders Street, Pyrmont NSW 2009.

