

10 Pics First | 10 News First

WIN 1 of 5 Cook Islands Getaways Competition

Terms and Conditions

1. Information on how to enter forms part of the terms of entry. Entry into the 10 Pics First | Cook Islands Getaway Competition ("Competition") is deemed acceptance of these terms and conditions.

Eligibility to Enter

2. Entry is open to all residents of 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 12 November 2018 at 17:00 AEDT** and closes on **Sunday 2 December 2018 at 23:59 AEDT** ("Competition Period").
4. The Competition will be advertised on, but not limited to, Network 10 and www.tenplay.com.au and www.tendaily.com.au.

How to Enter

5. To participate in the Competition entrants must:
 - a. Take a photo of the weather in their state then:
 - i. Log in to their Instagram account and post the photo with the relevant hashtag
#dailybaileynsw for New South Wales & ACT residents OR
#sawithkate for South Australian & Northern Territory residents OR
#mikespicsvic for Victorian & Tasmanian residents OR
#holtspicsqld for Queensland residents OR
#10weatherWA for Western Australian residents
PLUS their name, suburb and state.
OR
 - ii. Log in to their Twitter account and post the photo with the hashtag
#dailybaileynsw for New South Wales & ACT residents OR
#sawithkate for South Australian & Northern Territory residents OR
#mikespicsvic for Victorian & Tasmanian residents OR
#holtspicsqld for Queensland residents OR
#10weatherWA for Western Australian residents
PLUS their name, suburb and state
OR
 - iii. Enter online at tendaily.com.au/win, with their details, upload an image and opt in to 10 daily to receive further communications via email.
OR

- v. If a resident of **Victoria/Tasmania**, email an entry plus name, suburb and state to mlarkan@networkten.com.au OR
If a resident of **Queensland**, email an entry plus name, suburb and state to holtspicsqld@networkten.com.au OR
If a resident of **South Australia/Northern Territory**, email an entry plus name, suburb and state to tenadelaide@networkten.com.au OR
if a resident of **Western Australia**, email an entry plus name, suburb and state to waweather@networkten.com.au
6. All social accounts must be **set to public** during and, for a minimum of 14 days, after the competition has closed.
7. Incomprehensible and incomplete entries will be deemed invalid.
8. There is no limit to the number of entries submitted. The hashtag or state nominated will determine which state the winner will be selected from. However, each entry must be original, and be significantly different from any previously submitted entry by you or another Entrant during the contesting period, as determined by the Promoter. For the avoidance of doubt, re-posting or sharing of an entry already submitted by you or another Entrant will not count as a separate entry. You are not permitted to use any automated entry software or any other mechanical or electronic means that allows you to automatically enter or enter repeatedly. Any such entries will render all entries submitted by that person invalid. You are responsible for any associated costs of entry, including internet access and phone calls.
9. Entries must be received by **Sunday 2 December 2018 at 23:59 AEDT** to be included in the Prize judging. Each valid entry received over the duration of the Competition Period will be entered into the Prize judging.
10. This promotion is in no way sponsored, endorsed, administered by or associated with Instagram and/or Twitter. You are providing your information to The Promoter and not to Instagram or Twitter. The information you provide will only be used for the purpose of this competition unless otherwise specified in these terms and conditions. By submitting your entry, you agree to act in accordance with Instagram's Terms of Use and Twitter's Terms of Service, which can be viewed at https://help.instagram.com/581066165581870?helpref=page_content and <https://twitter.com/en/tos>.
11. This is a game of skill; chance plays no part in determining the winner. Each entry will be individually judged based on the most original, aesthetically pleasing and creative photograph. The judges' decision in relation to any aspect of the competition will be final and binding on every person who enters. No correspondence will be entered into.
12. By entering into the Competition you:
- represent the Promoter that you are (or are authorised by) the parent or legal guardian of any person under 18 years of age appearing in the entry ("Child") and agree on behalf of yourself and the Child to these Terms and Conditions;

- represent the Promoter that all persons featured in the photo have authorised you to upload the photo for the purposes of the Competition and agree on their behalf to these Terms and Conditions; and
 - consent to the Promoter using your entry in any manner and for any purpose at its absolute discretion without any further reference or payment or other compensation to the entrant, including communication of the entry in any media (now existing or hereafter devised) throughout the world in perpetuity which may include broadcast on Channel 10, 10 Boss or 10 Peach, publication on the Promoter's website, promotional, marketing and publicity purposes;
 - consent to the Promoter editing the entry in any way;
 - grant to the Promoter the right to use your name, image and likeness in connection with the entry and the competition;
 - assign to the Promoter, by way of present and future assignment of existing and future rights, all right, title and interest in all material created in connection with the entry immediately upon its creation and consent to the Promoter using all or part of the entry in any manner, including licensing this material to any person or company;
 - consent to such acts that might otherwise infringe your moral rights in respect of all material created under these Terms and Conditions and you agree that the Promoter is not required to credit you in its use/exploitation of the entry;
 - agree that your only remedy in connection with the entry is an action at law for damages (if any);
 - (to the fullest extent permissible by law) release the Promoter, and the Promoter's servants and agents from any claim by or on behalf of you arising out of or in connection with:
 - your participation in the entry or the Competition; or
 - the exploitation of the entry or the Competition.
13. The Entrant warrants to the Promoter that the entry submitted is an original work of the Entrant that does not infringe the rights of any third parties. If the entry or any part of the information provided to the Entrant in relation to the entry was provided by a third party, the Entrant warrants they have obtained the relevant copyright permission to submit the entry for the purposes of this promotion. The entrant warrants that they have the approval of any person featured in the entry. The entrant agrees to indemnify the Promoter against all claims and costs by third parties arising from a breach of the warranty set out in this condition.
14. Entries must not be offensive, defamatory or racist. Any entry which the judges deem inappropriate will be invalid. The entrant agrees to indemnify the Promoter in respect of any claims arising out of such conduct.
15. 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.
16. 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.

17. In consideration for 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.
18. If the winner/s and their travelling companion/s take photographs or videos throughout the participation of the prize redemption, restrictions may apply regarding uploading these images to any social media accounts. The winner and their travelling companions do not have permission to 'tag' photographs, videos or other content with the nominated hashtags or tag 10s social accounts during or after the redemption of the prize. Restrictions may apply regarding the winner and their travelling companions taking photographs during the prize redemption period and uploading them to social media accounts.
19. Winner/s will be judged from all entries received throughout the competition period. One (1) Major Prize Winner be selected by a judging panel at each of Network 10 office in NSW, Victoria, Queensland, South Australia and Western Australia from **Monday 3 December 2018 after 10:00 AEDT**. There is a maximum of five (5) Major Winners, one (1) winner will be selected from each state grouping ie., NSW/ACT; Vic/Tasmania, Qld, SA/NT and WA. The Major Winner in each state will be the Entrant who, in the sole opinion of the judges, has submitted the most original, aesthetically pleasing and creative photograph. The Prize Winners/ will be notified in writing via an Instagram and/or Twitter post submitted by the Promoter tagging the Major Prize Winners within two working (2) days of the Prize Determination Date. The method of Winner notification will be dependent on the contact information that is available for the Major Prize Winner/s. The winner notification will include a request to contact Network 10 via an email address provided in the notification.
20. An entry that is made on behalf of an entrant by a third party will be invalid.
21. All reasonable attempts will be made to contact the Winner/s. If the Prize remains unclaimed by the winner or unallocated or forfeited for any reason, by **Monday 17 December 2018 at 10:00 AEDT**, the Prize/s will be re-allocated to the entrant that has submitted the entry which best meets the judging criteria excluding the entrant that has failed to claim the prize. This Unclaimed Prize Determination will take place on **Monday 17 December 2018 from 10:01 AEDT**. The Winner/s of the Unclaimed Prize Determination will be notified by in writing and/or via an Instagram and/or Twitter post submitted by the Promoter tagging the Major Prize Winner/s within two (2) days of the Unclaimed Prize Determination Date. The method of Winner notification will be dependent on the contact information that is available for the Major Prize Winners. The winner notification will include a request to contact Network 10 via an email address provided in the notification.

Prize Details

22. There will be five (5) Major Prize Winner from all entries received who will win the following prize package:

Number	Prize Details	Each prize valued at up to AUD

5 x Major Prize Packages	<ul style="list-style-type: none"> - Two (2) return economy airfares from the winners nearest capital city (Sydney flying Air New Zealand or Melbourne, Brisbane, Adelaide and Perth flying Virgin Australia) to Rarotonga, Cook Islands - Six (6) nights' twin share accommodation at a minimum 4 star hotel in Rarotonga. - On all Virgin Australia flights, guests will receive a complimentary meal, drink, piece of checked baggage, and access to inflight WiFi 	Up to \$2,180
		Up to \$1,500
Each prize is valued at up to TOTAL MAXIMUM PRIZE POOL VALUED AT UP TO		\$ 3,680 AUD \$18,400 AUD

23. The total Prize Pool is valued at up to \$18,400 AUD (including GST). The Promoter accepts no responsibility for change in prize value between now the ultimate prize redemption date.
24. There are four prizes to be won, one (1) each for West Australia, South Australia, Victoria and Queensland flying Virgin Australia. Each prize consists of 2 economy return flights departing from Perth, Melbourne, Adelaide or Brisbane to Rarotonga (with one prize available for each market). There is one (1) prize to be won for New South Wales flying Air New Zealand. Each prize consists of 2 economy return flights departing from Sydney to Rarotonga. Flight will/may not be direct. The prize is not exchangeable and cannot be taken as cash.
25. Flights are not included from Tasmania, Northern Territory or the Australian Capital to the nearest departure capital city, as noted in the Prize Details in Clause 22, and the winner/s must make their own way to the departure airport (Melbourne for Tasmanian entrants; Adelaide for Northern Territory residents; Sydney for Australian Capital Territory residents). Flights to these departure cities are not included and no compensation will be forthcoming. Any ancillary costs associated with redeeming the prize are not included. These are the responsibility of the winner/s.
26. To redeem the return economy class Rarotonga flights provided by Virgin Australia, the Winner(s) must contact Virgin Australia to book flights via an email address be provided by the Promoter. This team operates Monday – Friday 09:00 – 17:00 AEST. If for any reason, the Winner does not, once the flights have been booked, notify Virgin Australia at least 24 hours prior to scheduled departure that they are unable to take the booked flight at the time stipulated, their Prize will be forfeited and cannot be redeemed for cash. Tickets are non-transferable (i.e. no name changes allowed after booking). All bookings need to be made at least 7 days prior to travel. The Prize flights will not earn Velocity points. By accepting the Prize, the Winners must comply to Virgin Australia's conditions of carriage which are located on the Virgin Australia website at www.virginaustralia.com.
27. The Major Prize Winner/s and their travelling companion/s must travel at the same time from the same departure capital city airport and 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.

28. The Major prize winner/s and their companion must hold a valid passport with at least 6 months left before expiration on the passport at the time of travel. If the winner/s does not hold a passport with the said conditions, it is at the discretion of the Promoter whether they are considered an eligible entrant or not.
29. The Promoter is not responsible for any additional or incurred costs while the winner/s and their travelling companion/s are travelling.
30. 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/s 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 winner/s are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of their prize.
31. In acceptance of the prize, the Winner/s acknowledges that they may incur ongoing costs associated with the prize which are the entire responsibility of the winner.
32. 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.
33. The Promoter is neither responsible nor liable for any damaged, delayed or lost in transit in the delivery of the prize.
34. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the Competition result.
35. 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.
36. In the event that for any reason whatsoever a Winner/s 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. The Promoter, and all organisers, sponsors and any other persons and organisations associated in any way with the provision of the Prize(s) make no representation as to the safety conditions or other issues that may exist at any event, or during participation of any activity. The Prize Winner/s and their companion/s, agree that The Promoter, and all organisers, sponsors and any other persons and organisations associated with the provision of the Prize(s) are released from all liability in relation to any injury or loss that Prize Winner/s may potentially suffer. All prize winner/s participate in the prize at their own risk.
38. The Promoter, airlines (Virgin Australia and Air New Zealand) and accommodation providers make no representation as to the safety conditions or other issues that may exist at any destination or event. It is the winner/s responsibility to check the safety of each destination. Latest information can be found on the Australian Government, Department of Foreign Affairs and Trade website at <http://dfat.gov.au/>

39. Virgin Australia Airlines Pty Ltd, its associated agencies and companies (and their respective officers, employees and agents) exclude all liability (including negligence) except for any liability that cannot be excluded by law, including the Non-Excludable Guarantees, for any direct, indirect or consequential injury, loss and/or damage arising in any way in connection with this Promotion or any prize/s.
40. Personal information about the prize winner/s will be handled in accordance with the Promoter's privacy policy, and will be shared with prize providers, and their agents, to the extent necessary for prizes to be delivered to the prize winner/s.
41. If the Major Prize winner/s does not provide proof of meeting the age restriction and other valid entry requirements of notification of winning, the Major Prize will be forfeited in full, and the winner will have no further claim. A re-judging will be held to award the Major Prize to a valid entrant.
42. 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 of these changes. A request to access or modify any information provided in an entry should be directed to the Promoter.
43. It is a condition of accepting the prize that the winner/s may be required to sign a legal release in a form determined by the promoter in its absolute discretion.
44. Should the Major Prize Winner/s not meet any of the criteria stated in these terms and conditions to be a valid winner/s they will forfeit all rights to the Major Prize, and a re-judging will take place to reallocate the Major Prize to a valid winner/s.
45. By accepting the prize, the winner/s 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.
46. 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.
47. 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/s, the winner/s 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/s signs any such legal documentation.

48. 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.
49. 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) to modify, suspend, terminate or cancel the promotion, as appropriate.
50. 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.
51. As a condition of participating in this Competition, the winner/s indemnifies the Promoter, and all organisers, sponsors and any other persons and organisations associated in any way with this Competition, against all claims, damages, liabilities, costs and expenses (including legal fees on a solicitor and client basis) which the Promoter may incur arising out of the winner/s participation in the Competition and/or participation in a prize, howsoever caused.
52. The Promoter, and all organisers, sponsors and any other persons and organisations associated in any way with this Competition, 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, and all organisers, sponsors and any other persons and organisations associated in any way with this Competition, are 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.
53. The personal information provided by entrants for this Promotion will be disclosed to Virgin Australia Airlines Pty Limited and its related companies for the purposes providing any prize to you. If Virgin Australia cannot collect your personal information, it will not be able to provide you with a prize. Virgin Australia may also disclose your personal information to and/or collect your personal information from its related companies (including Velocity Frequent Flyer Pty Ltd

and Velocity Rewards Pty Ltd) and third parties who provide (or help Virgin Australia provide) products and services related to a prize. Virgin Australia may disclose your personal information to persons or organisations located in overseas countries, as described in Virgin Australia's Privacy Policy (www.virginaustralia.com/privacy). Virgin Australia's Privacy Policy also states how you can seek to access or correct your personal information and how to make a privacy complaint. You can contact the Virgin Australia Privacy Officer in at privacy@virginaustralia.com.

54. If your entry is online via 10daily.com.au, 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/s 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 Cook Islands Tourism. 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 first name, surname 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.
55. 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 <https://helpdesk.tendaily.com.au/support/solutions/folders/16000090758#sol-article-16000077784> to view Network TEN Pty Limited's (10 daily) 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.
56. The Promoter is Network Ten Pty Limited (ABN: 91 052 515 250) of 1 Saunders Street, Pyrmont NSW 2009.