

Network 10

MasterChef | Tourism WA Competition

Terms and Conditions

1. Information on how to enter forms part of the terms of entry. Entry into the MasterChef | Tourism WA Competition ("Competition") is deemed acceptance of these terms and conditions.

Eligibility to Enter

2. Entry is open to all residents of Australia aged 25 years and older, excluding all Western Australian residents. However, employees and the immediate families of Network 10 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.
3. If the **Major Prize Winner** is unable to complete the travel to Perth, Western Australia on **Friday 8 November 2019 to Monday 18 November 2019** they will forfeit the prize in full and a re-draw will take place as specified in these terms and conditions.

Competition Period

4. The competition commences on **Sunday 7 July 2019 at 19:30 AEST** and closes on **Sunday 21 July 2019 at 23:59 AEST** ("Competition Period").
5. The Competition will be advertised on, but not limited to, Network 10, www.tenplay.com.au.

How to Enter

6. To participate in the Competition entrants must:
 - a) Watch MasterChef at 19:30 AEST on Network 10, to obtain the Code Word and register their details on 10 play to submit an entry. Entrants can also enter via 10 Daily.
 - b) Log on to either tenplay.com.au/win and register their details including (but not limited to) the code word, name, address, phone number, email address, gender and date of birth and answer supplementary questions, to become a 10 Play member or 10daily.com.au/win and provide their details including (but not limited to) the code word, name, address, phone number, email address, gender, date of birth, answer supplementary questions and opt in to 10 Daily to receive further communications via email.
 - c) Optional: Opt-in to receive communication from Tourism Western Australia for a bonus entry. Bonus Entry: At the time of entry participants can receive one bonus entry into the competition by selecting the opt-in tick box and opting into the third-party database for information from Tourism Western Australia.
7. It is free to become a 10 Play 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 found at <https://10play.com.au/terms-of-use>.

8. A limit of one online entry per day per 10 Play member applies. One membership per person applies. A limit of one Bonus Entry per member applies. A limit of one entry via 10daily.com.au applies.
9. Code words will be announced during the broadcast of MasterChef daily, currently scheduled to air each day on Network 10* at 19:30 AEST, from Sunday 7 July 2019 to Thursday 11 July 2019 inclusive. Each code word is valid until 19:30 AEST the next day. The last code word will be announced on Thursday 11 July 2019 will be valid until the competition closes on Sunday 21 July 2019 at 23:59 AEST. *The code word will be available on Network 10 and there is no guarantee that it will be available on the WIN Network.
10. If for any reason during the Competition Period any MasterChef episodes do not go to air and the promotional code word is not displayed during any MasterChef episode or replacement program, the promotional code word may be made available on the Channel 10 Facebook page at <https://www.facebook.com/channelten> at a time to be determined by the Promoter, in its sole discretion.
11. Entries will only be considered valid if the correct code word has been provided for the corresponding broadcast period. Any entry submitted with a code word that has expired, due to a new code word being announced, will be deemed invalid.
12. Incomprehensible and incomplete entries will be deemed invalid and will be at the Promoter's discretion.
13. Entrants who have won a prize in any Network 10 competition in the past 12 months are not eligible to win a prize in this competition.
14. Entries must be received by **Sunday 21 July 2019 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.
15. 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.
16. 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.
17. 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.
18. 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 10 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.

19. The Prize Draw will be held on **Monday 22 July 2019 at 12:00 AEST** Ansible Pty Ltd, Level 3, 100 Chalmers Street, Surry Hills NSW 2010.
20. The Major Prize Winner will be notified by a phone call within two (2) days of the draw and in writing and, once the Winner has been verified, the Winner's details will be published on the 10 Play website at tenplay.com.au from **Wednesday 24 July 2019**.
21. An entry that is made on behalf of an entrant by a third party will be invalid.
22. If the prize remains unclaimed by **Friday 30 August at 17:00 AEST** an unclaimed prize draw will take place at Ansible Pty Ltd, Level 3, 100 Chalmers Street, Surry Hills NSW 2010 on **Monday 2 September 2019 at 12:00 AEST**. The unclaimed prize Winner will be notified of their prize by phone, in writing and Winner's details will be published on the 10 Play website at tenplay.com.au from **Wednesday 4 September 2019**.

Prize Details

23. 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
One (1) x Major Prize	A pre-packaged gourmet holiday to Western Australia Including:	
	<ul style="list-style-type: none"> • Two (2) x Return economy airfares from winner's nearest capital city to Perth for the Major Prize Winner and one (1) travelling companion (arriving Friday 8 November 2019 and departing Monday 18 November 2019). 	\$2,000
	<ul style="list-style-type: none"> • Ten (10) nights' accommodation. Accommodation at a minimum of four (4.5) stars twin share. 	\$7,600
	<ul style="list-style-type: none"> • Selected tickets for two (2) people to the Western Australia Gourmet Escape (between 8-17 November 2019) including an exclusive 'Meet and Eat' experience with Marco Pierre White 	\$2,374
	<ul style="list-style-type: none"> • Eleven (11) day car hire 	\$1,500
TOTAL PRIZE VALUED AT UP TO – AUD (incl GST)		\$13,474.00

24. The total Prize Pool is valued at up to \$13,474.00 AUD (including GST). The Promoter accepts no responsibility for change in prize value between now the ultimate prize redemption date.
25. Any ancillary costs associated with redeeming the prizes are not included. These are the responsibility of the Winner.

26. 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.
27. 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.
28. 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.
29. The Major Prize Winner travel must be completed by **Friday 8 November 2019 to Monday 18 November 2019**, is subject to availability, and is based on two (2) people sharing a twin/double room. Specified accommodation, restaurants and tours are subject to availability at the time of booking. Alternatives may be offered dependent on availability.
30. 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.
31. The Promoter is neither responsible nor liable for any damaged, delayed or lost in transit in the delivery of the prizes.
32. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the Competition result.
33. It is a condition of accepting the prize that the Major Prize Winner and all travelling companions must be aged 18 years and older and comply with all the conditions of use of the prize and the prize supplier's requirements. Western Australia Gourmet Escape ticket Terms and Conditions can be found at <https://gourmetescape.com.au/>.
34. 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.
35. 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.
36. 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.

37. Return economy airfares from Winners closest capital city to Perth, Western Australia for two (2) people included in the Major Prize (as stated above) will be supplied for the Winner and travelling companions, subject to availability.
38. Travel is valid between the dates of **Friday 8 November 2019 to Monday 18 November 2019**. If the Winner and travelling companions do not travel within the specified dates the prize will become null and void and will no longer be entitled to their grand prize. The Major Prize Winner must advise Network 10 if they are able to take the prize by Monday 2 September 2019 by 10:00 AEST.
39. Once confirmed in writing, travel dates and names of those travelling are not changeable without incurring extra fees. The Promoter and the prize supplier, Tourism Western Australia, do 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.
40. 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.
41. 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.
42. 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 companions as a result (including accommodation costs) will be the responsibility of the Winner.
43. Network 10 and their associated agencies and companies or any organisation or individual associated with the provision of the Prizes make no representation as to the safety conditions or other issues that may exist at any destination.
44. It is the traveller's personal responsibility to ensure they have valid documentation, including but not limited to valid passports and visas, which meet the requirements of immigration and other government authorities at every destination. Any necessary visas, vaccinations, passports and any associated costs are the responsibility of the Winner and their travelling companion. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be the sole responsibility of the travellers.
45. All components of the Major Prize must be fulfilled on the specified date and they cannot be split across different time periods. 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, contact details can be found at <https://10play.com.au/contact-us>. 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 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.
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, and by checking the tick box to opt-in and receive information, Tourism Western Australia will handle 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.tourism.wa.gov.au/legal/pages/privacy.aspx#/>. Tourism Western Australia'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 Tourism Western Australia by sending an email to info@westernaustralia.com, or via these contact forms, http://www.westernaustralia.com/au/Pages/Contact_Us.aspx#/, or <https://www.tourism.wa.gov.au/Pages/ContactUs.aspx>, or by their contact number, +61 8 9262 1700.
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 Ansible 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.
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 10 Pty Limited's privacy policy which contains information, amongst other things, about how you may access personal information that is held by Network 10 Pty Limited about you and seek correction of such information. See www.tenplay.com.au/privacypolicy to view Network 10 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 10 Pty Limited will deal with such complaints. We may disclose your personal information to related entities and third party service providers outside Australia.

59. In these Terms and Conditions “entrant” or “Entrant” means someone who participates in the Promotion as a contestant.
60. The Promoter is Network 10 Pty Limited (ABN: 91 052 515 250) of 1 Saunders Street, Pyrmont NSW 2009.
61. Permit Approvals: ACT: ACT TP 19/03642, NSW: LTPS/19/35774, SA: T19/1034.