

TERMS & CONDITIONS OF ENTRY

"LUXURY ESCAPES - JAPAN" COMPETITION

STUDIO 10 + LUXURY ESCAPES

By entering the "Luxury Escapes - Japan" competition, you are agreeing to the following terms and conditions:

1. GENERAL INFORMATION

- 1.1 Information on how to enter this competition forms part of the terms of entry.
- 1.2 The competition commences on Friday 12th July 2019 at 10:00AM (AEST) and concludes Thursday 18th July 2019 at 05:00PM (AEST) (the "Promotion Period")
- 1.3 The competition will be advertised on <https://www.facebook.com/Studio10eleven>
- 1.4 This is a game of skill, competition and chance plays not part in determining the winners.

2. ENTRY ELIGIBILITY

- 2.1 Entry is open to all residents of Australia aged 18 years and over. Cost of entry via the internet is free. Internet connection rates apply.
- 2.2 Employees and their immediate families of Network Ten Pty Ltd, and their associated agencies and companies associated with the Promotion are not eligible to enter.

3. HOW TO ENTER

- 3.1 To enter, participants will be required to sign into their own personal facebook account, head to <https://www.facebook.com/Studio10au/> and answer the following question in 25 words or less: "Why do you want to visit Japan?"
- 3.2 A limit of one online entry per day per person is permitted and all entries must be received within the Promotion Period.
- 3.3 The Promoter accepts no responsibility for any late, lost or misdirected entries including entries not received by the Promoter or delays in the delivery of the entry due to technical disruptions, network congestion or for any other reason.
- 3.4 All entries must be free from copyright and must be the entrant's own and original work. Network Ten Pty Ltd and the prize sponsor is not held liable should the entrant be engaged in such activities.
- 3.5 Incomplete or incomprehensible entries will be deemed invalid.
- 3.6 Up to one (1) prize will be awarded.
- 3.7 All entries become the property of the Promoter and may be used by Ten across its social media, online or broadcast properties. All personal details of winning entrants will be stored electronically at the office of the Promoter or its agency acting on its behalf in relation to this promotion. A request to access, update or correct any information should be directed to the Promoter. A copy of the Promoter's privacy policy in relation to treatment of personal information collected may be obtained by contacting the Promoter.
- 3.8 In consideration for the Promoter awarding the prize to the winner, the winner hereby assigns to the Promoter all right, title and interest in and to all copyright in any material created pursuant to the winner's participation in any aspect of the prize (Works). The winner acknowledges that the Promoter is free to use the Works and to exercise its rights in relation thereto and the winner will not be entitled to any fee for such use.
- 3.9 An entry that is made on behalf of an entrant by a third party will be invalid.

4. PRIZE DETAILS

Up to one (1) x winner will each receive a Ski Trip for two to Japan, including:

- Two return economy flights from Sydney or Melbourne to Tokyo, Japan (up to the value of \$2,200)
- Two nights accommodation at Lotte Arai Resort
- Daily breakfast for winner and travelling companion
- One x dinner for winner and travelling companion
- Two x two-day Ski lift passes
- Access to the Lotte Arai Resort hot springs, activity centre with rock climbing and trampolining

Total prize pool is valued at a maximum of \$5881 AUD (including GST)

- 4.1 Valid for travel from 15 December 2019 until 19 May 2020 (bookings must be made before 20 December 2019). Should a booking not be made before 20 December 2019, the prize will be nullified and no prize will be awarded in lieu.
- 4.2 Blackout dates apply (Dates are identified in the Booking Calendar.) Surcharge: A non-refundable surcharge per room, per night, applies for certain dates and is payable at time of booking. Dates and prices are identified in the Booking Calendar.
- 4.3 If for any reason any element of the prize becomes unavailable for any reason, which is out of the Promoters control then a similar prize to equal value, will be awarded in lieu.
- 4.4 Should the winner and their companion engage in any illegal activity, Network TEN and their associated sponsors are not held responsible.
- 4.5 Once prizes have left the Promoter's premises, the Promoter takes no responsibility for prizes damaged, delayed or lost in transit.
- 4.6 Prizes cannot be transferred, exchanged or redeemed for cash.
- 4.7 Prize values are based upon the recommended retail prices at the time of printing (inclusive of GST). The promoter accepts no responsibility for change in prize value between now and the ultimate prize redemption date.
- 4.8 Unless expressly stated in the terms and conditions all other expenses become the responsibility of the winner.
- 4.9 Prizes will be awarded to person named in the entry.
- 4.10 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.
- 4.11 Any ancillary costs associated with redeeming the prize/s are not included. These are the responsibility of the winner.
- 4.12 The Major Prize winner and their travelling companion 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.
- 4.13 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.

- 4.14 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.

5. PRIZE JUDGING

- 5.1 The most creative, unique answers as judged by The Promoter at their absolute discretion will be deemed the winners. The Promoter's decision is final and no correspondence will be entered into.
- 5.2 The community can get involved by liking their favourite response. Community response will be referenced by The Promoter as part of the judging criteria. However, the final decision is at the discretion of the Promoter.
- 5.3 Network Ten has the right to disqualify any entrant if there is suspicion of using fake accounts to increase likes on their post; or if they are deemed in any other way of entering the competition in a way which does not comply with the intent of these rules.
- 5.4 Each valid entrant who has entered the competition over the duration of the Promotional Period will be entered into the pool of entries.
- 5.5 If any particular judging date is scheduled on a public holiday, the judging will be conducted on the following business day.
- 5.6 The winners will be notified of their prize in writing on Facebook, within 2 days of the Judging. The winners will be notified by a reply message to their entry on the Facebook Shawn Mendes Giveaway promotional post and must email an allotted Network TEN account to verify identity and claim their prize.
- 5.7 The Promoter reserves the right to request winners to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity in order to claim a prize. Proof of identification, residency and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
- 5.8 The Promoter reserves the right to verify the validity of entries and to disqualify any entry which, in the opinion of Promoter, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these Terms & Conditions of Entry or who has, in the opinion of Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter. The Promoter reserves the right to disqualify a winner if Promoter becomes aware that the winner and/or the winner's entry is of a type described in this clause.
- 5.9 Should an entrant's contact details change during the Promotion 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 Promoter.
- 5.10 The winner will be judged from all the valid entries received during the Promotional Period. The judging will take place at The Promoter's premises, 1 Saunders Street, Pyrmont NSW 2009, commencing Friday 19th July 2019 at 10:00 (AEST).
- 5.11 The Promoter will announce the winners as a reply to the comment on the original Facebook post. It is the responsibility of the entrant to check if they have been tagged as a winner. The winner is to contact the promoter at the email address provided with their mailing address within 7 days of the winner announcement. If they do not contact the Promoter, the winner will be redrawn.

- 5.12 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.

6. TRAVEL CLAUSES

- 6.1 Return economy airfares from Winner's nearest capital city to Tokyo for two (2) people included in the Major Prize (as stated above)
- 6.2 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.
- 6.3 The Major Prize Winner, or their travelling companion, may be required to provide a credit card in order to check-in at the hotel and on the cruise, to cover a security deposit and any incidental charges.
- 6.4 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.
- 6.5 Network 10 and their associated agencies and companies or any organisation or individual associated with the provision of the Prize(s) make no representation as to the safety conditions or other issues that may exist at any destination. International travel advice can be obtained from various sources, including government, local consular offices and the web site of the Australian Department of Foreign Affairs and Trade, www.dfat.gov.au.
- 6.6 It is the traveller's personal responsibility to ensure that 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 traveller/s.
- 6.7 It is the responsibility of the winner (and their travelling companion/s) to obtain all relevant passports (with at least 6 months validity from the date of return), ESTA forms and visas and vaccinations if required. Any costs associated with this are not included in the prize package. Costs are the responsibility of the Major Prize Winner and their travelling companion/s.
- 6.8 As it is the traveller's personal responsibility to ensure that 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 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 traveller/s.
- 6.9 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.

7. STANDARD TERMS

- 7.1 The Promoter reserves the right to verify the validity of entries and to disqualify any entry which, in the opinion of Promoter, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these Terms & Conditions of Entry or who has, in the opinion of Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter. The Promoter reserves the right to disqualify a winner if Promoter becomes aware that the winner and/or the winner's entry are of a type described in this clause.
- 7.2 Any entry that is made on behalf of an Entrant by a third party will be invalid.
- 7.3 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.
- 7.4 The promoter reserves the right to refuse to allow a winner to take part in any or all aspects of the prize, if the promoter determines, in their absolute discretion, that a winner is not in the mental or physical condition necessary to be able to safely participate in the prize. It is also a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion
- 7.5 Network Ten Pty Ltd and the prize sponsor advises that the winners seek their own tax advice and be responsible for reporting any monies earned to the Australian Taxation Office.
- 7.6 In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same conditions.
- 7.7 Network Ten Pty Ltd and the prize sponsor 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 its sponsor 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.
- 7.8 The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved
- 7.9 Network Ten Pty Ltd, their associated agencies and , companies and sponsor assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission; communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserve the right to take any action that may be available.
- 7.10 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.

- 7.11 Entry and continued participation in the Promotion is dependent on entrants following and acting in accordance with the Facebook Statement of Rights and Responsibilities, which can be viewed at <http://www.facebook.com/terms.php>
- 7.12 This promotion adheres to the terms and conditions set out in the Facebook promotion guidelines which can be found at: http://www.facebook.com/promotions_guidelines.php
- 7.13 This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants understand that they are providing their information to the Promoter and not to Facebook. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Facebook.
- 7.14 All entrants unconditionally and irrevocably release and discharge Facebook from any and all liability in relation to this Promotion.
- 7.15 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.
- 7.16 The Promoter is collecting the entrant's personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying winner). If you are not willing for this to occur you cannot participate in the Promotion.
- 7.17 The Promoter is Network Ten Pty Ltd, 1 Saunders Street, Pyrmont NSW 2009 ABN: 91 052 515 250 Telephone number (02) 9650 1010. Website www.tenplay.com.au