

# Network TEN

## The Bachelor | Win Two Hyundai Venue Cars Competition

### Terms and Conditions

1. Information on how to enter forms part of the terms of entry. Entry into The Bachelor Hyundai Venue Competition (“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”), Hyundai Motor Company Australia Pty Limited (ABN 58 008 995 588) (the “Prize Supplier”) 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 29 July at 10:00 AEST** and closes on **Sunday 20 October at 23:59 AEDT** (“Competition Period”).
4. The Competition will be advertised on, but not limited to, Network 10, [www.10play.com.au](http://www.10play.com.au).

#### How to Enter

5. To participate in the Competition entrants (**Entrant**) must:
  - a. Log on to [10Play.com.au](http://10Play.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 10Play member.
  - b. Nominate an individual to win the second Hyundai Venue (**Nominated Entrant**) by supplying their first name, last name and a valid email address. The Nominated Entrant must be personally known to the Competition Entrant, agree to the Terms and Conditions of the competition, be 18 years or older at the time of entry and cannot be the Competition Entrant.

**Bonus Entry:** At the time of entry an Entrant 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 the Prize Supplier. A maximum of one bonus entry will be attributed to the Entrant throughout the campaign.

**Share for Bonus Entry:** At the time of entry an Entrant will receive a confirming email (**Email**) to the email address noted in the entry form and instructions on how to share the competition with a friend for one bonus entry into the competition draw. The Entrant may choose to copy the Unique Link in the Email to share the competition entry web page with as many friends as they wish. For every entry from a friend who enters the competition via the Unique Link sent to them by the original Entrant, one bonus entry from each friend’s entry will be attributed to the original Entrant.

6. It is free to become a 10Play 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 10 Members rules.
7. Incomprehensible and incomplete entries will be deemed invalid.
8. Entrants who have won a Major Prize in any Network 10 competition in the past 12 months are not eligible to win a prize in this competition.
9. A limit of one online entry per day per 10 Play member applies. A limit of one entry per day per 10 Daily subscriber applies.
10. Entries must be received by **Sunday 20 October 2019 at 23:59 AEDT** to be included in the Prize Draw. Each valid entry received over the duration of the Competition Period will be entered into the Prize Draw.
11. The time of entry will in each case be the time the online entry is received by the Promoter's database. The Promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason.
12. The account holder is responsible for any activity and/or entries that have been submitted using their device (E.g. Phone, computer, tablet etc). It is the account holder's sole responsibility to control any and all access to their device. The Promoter, and Ansible Pty Ltd, will not be responsible for any loss, damage or costs incurred as a result of failure to comply with this. Entrants must not use another's device without express permission from the account holder.
13. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Error and omissions will be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
14. In consideration of the Promoter awarding the Major Prize to the Major Prize Winner, the Major Prize Winner and the Nominated Entrant hereby permits the Major Prize Winner and the Nominated Entrant's image and/or voice, as recorded, photographed or filmed during the Major Prize Winner's participation in the Major Prize to appear in connection with Network 10 or the Prize Supplier or the advertising or marketing thereof, in any media whatsoever through the world and the Major Prize Winner and the Nominated Entrant will not be entitled to any fee for such use.
15. The Prize Draw will be held on **Monday 21 October, 2019 at 12:00 AEDT** at Ansible Pty Ltd, Level 3, 100 Chalmers Street, Surry Hills NSW 2010.
16. The Major Prize Winner will be notified by a phone call within two (2) days of the draw and in writing and the Major Prize Winner's details will be published on the 10Play website at 10 Play.com.au from **Wednesday 23 October 2019**.

17. Both the Entrant (Major Prize Winner) and the Nominated Entrant (Nominated Winner) must be deemed as valid entrants by providing their legal first name, legal last name and a valid email address belonging to them. Additionally, the Nominated Winner must also be personally known to the Entrant, and the Entrant and Nominated Winner must abide to the full Terms and Conditions of the Competition for the entire prize to be won. If the Entrant and the Nominated Winner do not meet the full Terms and Conditions of the Competition the prize will be forfeited, and a re-draw will occur.
18. Once the Major Prize Winner has been verified, the Promoter will provide the Major Prize Winner with the contact details at Network 10. The Major Prize Winner will be required to contact their Nominated Winner with the request that they directly contact Network 10 to verify their details. Once the Nominated Winner's details have been verified their details will be published on the 10Play website at 10Play.com.au from **Wednesday 23 October 2019**. In the event that the Nominated Winner's details cannot be verified, as determined by the Promoter, the Major Prize Winner and the Nominated Winner will forfeit their prize in full and no compensation will be forthcoming. The Major Prize Winner and the Nominated Winner both need to be deemed as verified, as determined by the Promoter, for the entire prize to be won.
19. An entry that is made on behalf of an entrant by a third party will be invalid, excluding the Nominated Entrant.
20. If required, an unclaimed prize draw will take place at Ansible Pty Ltd, Level 3, 100 Chalmers Street, Surry Hills NSW 2010 on **Tuesday 28 January 2020 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 10 Play website at 10 Play.com.au from **Thursday 30 January 2020**.

#### Prize Details

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

Number	Prize Details	Valued at up to \$AUD
1 x Major Prize	<p>The Major Prize Winner will receive the following prize:</p> <ul style="list-style-type: none"> <li>• 1 x 2019 Hyundai Venue Car - Elite variant 1.6L Auto transmission ("Vehicle") will be awarded to the Entrant drawn as the winner.</li> <li>• 1 x 2019 Hyundai Venue Car - Elite variant 1.6L Auto transmission ("Vehicle") will be awarded to the person nominated (Nominated Winner) by the Major Prize Winner in their entry form.</li> <li>• Delivery of the Vehicles by, and an opportunity to meet, The Bachelor Australia 2019 (10 minutes) <b>subject to clauses 29, 30 and 31</b> below</li> </ul> <p><i>The Vehicle component of the Major Prize includes 12 months' vehicle registration, compulsory third party insurance and stamp duty for both vehicles.</i></p>	<p>Up to \$25,000.00</p> <p>Up to \$25,000.00</p>
<b>TOTAL PRIZE VALUE – AUD (up to a maximum of)</b>		<b>\$50,000.00 incl. GST</b>

22. The total Prize Pool is valued at up to a maximum of \$50,000.00 (including GST). The Promoter or Prize Supplier accepts no responsibility for change in prize value between now the ultimate prize redemption date.
23. Any ancillary costs associated with redeeming the Major Prize are not included. These are the responsibility of the Major Prize Winner and their Nominated Winner.
24. All portions of the Major Prize are non-transferrable subject to clause 27. 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 that the Major Prize Winner and their Nominated 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. The Major Prize Winner and the Nominated Winner is advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of their prize.
25. In acceptance of the Major Prize, the Major Prize Winner and the Nominated Winner acknowledges that they may incur ongoing costs associated with the Major Prize which are the entire responsibility of the Major Prize Winner and the Nominated Winner.
26. The Vehicle component of the Major Prizes include one year's vehicle registration, compulsory third party insurance and stamp duty.
27. The Promoter and Prize Supplier take no responsibility for petrol, comprehensive insurance, health, transport, body, paint or mechanical damage, or any other costs or damages, from the date of prize delivery. Additional options/accessories and all ancillary costs are the responsibility of the Major Prize Winner and the Nominated Winner. Unless expressly stated, all other expenses become the responsibility of the Major Prize Winner and the Nominated Winner.
28. The Promoter and Prize Supplier accepts no responsibility for the condition of the Vehicles once dispatched to the Major Prize Winner and the Nominated Winner. The Vehicles come with 12 months' Compulsory Third Party Insurance only and the Major Prize Winner and the Nominated Winner of the Major Prize Vehicles will be responsible for obtaining any additional insurance at their own cost.
29. If the Major Prize Winner and the Nominated Winner do not hold a current Australian Driver's Licence the Major Prize can be awarded to an adult nominated by the Major Prize Winner or the Nominated Winner, who holds an Australian Driver's Licence, on behalf of the winners. The winners may be required to sign a prize transfer or legal release to formalise the transfer. Alternatively, if the winners do not hold a current, open, unrestricted licence, they must arrange for the Vehicle to be transported to their residence. Any costs associated with transporting the Vehicle from the delivering dealership are the sole responsibility of the winners and both the Promoter, and Prize Supplier accepts no responsibility for these costs. Delivery can usually be arranged through the delivering dealership if required.
30. The exterior and interior colour of the Vehicles will vary dependent on stock availability and this is non-negotiable. The Vehicles will be factory standard without modifications of any kind. Prize details cannot be changed (ie. model/transmission/colour), and the Major Prizes must be accepted as stated above. The Major Prizes cannot be transferred, unless as stated in clause 29.

The Major Prizes cannot be redeemed for cash and must be accepted as provided. Note: Major Prize Vehicle specifications may differ from the Hyundai Venue shown in any promotion/communication assets for this Competition.

31. All reasonable efforts will be undertaken for the Vehicles to be personally delivered by The Bachelor Australia 2019. Delivery of the Vehicles will take place in the same location a maximum of three (3) months post the airing of the last prime time episode of The Bachelor 2019 on Network 10, at a time to be mutually agreed based on The Bachelor Australia 2019's availability and the location of the winner. The Nominated Winner must collect the Major Prize at the same time and day as the Major Prize Winner. In the event that the Major Prize Winner and the Nominated Winner do not reside in an area, as determined by the Promoter, that is suitable for delivery to take place, the Vehicles will be available for collection by the Major Prize Winner and the Nominated Winner at the Prize Supplier's Head Office (located at 394 Lane Cove Road, Macquarie Park NSW 2113) or the nearest authorised Hyundai dealer to the Major Prize Winner's residential address within 28 days of the Major Prize Winner being determined, or such other time or location as agreed in writing between the Major Prize Winner and the Prize Supplier in the event there are issues with Vehicle stock availability.
32. The delivery of the Vehicles by The Bachelor Australia 2019 awarded as part of the Major Prize provides the Major Prize Winner and Nominated Winner with an opportunity to meet The Bachelor Australia 2019 for ten (10) minutes. This element of the Major Prize is not guaranteed and is subject to the goodwill of The Bachelor Australia 2019 on the day. All reasonable efforts will be undertaken for the Vehicles to be delivered by The Bachelor Australia 2019, however, the Promoter accepts no responsibility and will not offer any alternative in the event that this element of the Major Prize cannot be offered for any reason.
33. Subject to the clauses 31 and 32 above, the exact delivery date is to be mutually agreed between the Major Prize Winner, the Nominated Winner, the Promoter and The Bachelor Australia 2019. In the event of a disagreement between the Major Prize Winner, the Nominated Winner and the Promoter as to when the Major Prize must be delivered, the Promoter's decision will be final.
34. Any costs, including associated costs in attending to redeem the Major Prize, are the sole responsibility of the Major Prize Winner and the Nominated Winner.
35. If the Major Prizes are unavailable, for whatever reason, the Promoter reserves the right to substitute the Major Prizes for Major Prizes of equal or greater value, subject to any directions given under State Regulation.
36. The Promoter or the Prize Supplier is neither responsible nor liable for any damaged, delayed or lost in transit in the delivery of the Major Prizes.
37. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the Competition result.
38. It is a condition of accepting the Major Prizes that the Major Prize Winner and the Nominated Winner must comply with all the conditions of use of the Major Prizes and the Prize Supplier's requirements.
39. In the event that for any reason whatsoever the Major Prize Winner or the Nominated Winner does not take an element of the Major Prizes at the time stipulated by the Promoter then those

elements of the Major Prizes will be forfeited by the Major Prize Winner or the Nominated Winner and cash will not be awarded in lieu of that element of the Major Prizes.

40. Personal information about the Major Prize Winner and the Nominated Winner will be shared with the Prize Supplier, and their agents, to the extent necessary for the Major Prizes to be delivered to the Major Prize Winner and the Nominated Winner.
41. If the Major Prize Winner or the Nominated Winner does not provide proof of meeting the age restriction and other valid entry requirements (see validation requirements clause 42), their element of the Major Prize will be forfeited in full, and the Major Prize Winner or the Nominated Winner will have no further claim. A re-draw will be held to award the Major Prizes to a valid Entrant and their Nominated Winner.
42. The Promoter will require supporting documents and identification in order to validate the Major Prize Winner and the Nominated Winner. The Promoter will require information such as (but not limited to) valid email address, drivers license, birth certificate, passport and proof of address. If the Major Prize Winner and the Nominated Winner fail to provide the necessary information, then the Promoter reserves the right to forfeit the prize entirely and re-draw a new Major Prize Winner and Nominated Winner.
43. The Major Prizes will be awarded to the person named in their contestant entry and the person they nominated. 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.
44. It is a condition of accepting the Major Prizes that the Major Prize Winner and the Nominated Winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
45. Should the Major Prize Winner not meet any of the criteria stated in these terms and conditions to be a valid Major Prize Winner they will forfeit all rights to the Major Prize, and a redraw will take place to reallocate the Major Prize to a valid Major Prize Winner.
46. By accepting the prize, the Major Prize Winner and the Nominated Winner agree to participate in and co-operate as required with all reasonable media editorial requests relating to the prizes, including but not limited to, being interviewed and photographed, filmed and/or chaperoned throughout the duration of the prizes.
47. 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 Competition, 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.
48. If your entry is selected as a winning entry, validation of your circumstances and the validity of your entry will be undertaken by the Promoter. The Major Prize Winner will be required to contact their Nominated Winner with the request that the Nominated Winner makes contact with Network 10 to validate their entry including, but not limited to, their name, date of birth

and email address. Method of validation (without limitation) will be determined by the Promoter at its complete discretion. If the winning entry is deemed to be a Major Prize Winner, the Major Prize Winner will be notified as per the terms and conditions herein. In the event that the Promoter requests the entrant or the Nominated Winner 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 Major Prize Winner and the Nominated Winner signs any such legal documentation.

49. 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 and Prize Supplier (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 Competition 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 Major Prize Winner, their Nominated Winner or entrant; or (f) use of the prize.
50. If this Competition 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 Competition, as appropriate, subject to government legislation.
51. All entries become the property of the Promoter. The Promoter collects personal information about you to enable you to participate in this Competition but no further use of this information will be made without prior consent except as otherwise set out in these terms and conditions.
52. The Promoter or Prize Supplier 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 or Prize Supplier 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.
53. With your express consent to do so, by opting in to receive information from the Prize Supplier, the Prize Supplier will handle an entrant's personal information (e.g. first name, last name, address, suburb, state, postcode, phone number, email address, gender, date of birth) in accordance with their Privacy Policy which can be accessed at

<https://www.hyundai.com.au/privacy> . The Prize Supplier'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 The Prize Supplier by sending an email to [customercare@hyundai.com.au](mailto:customercare@hyundai.com.au) .

54. 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 Major Prize 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 Major Prize Winner and Nominated Winners names published as required under the relevant lottery legislation. For purposes of public statements and advertisements The Promoter will only publish the Major Prize 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 Competition.
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://www.cbsinteractive.com/legal/cbsi/privacy-policy/network-10-highlights> 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.
56. The Promoter is Network Ten Pty Limited (ABN: 91 052 515 250) of 1 Saunders Street, Pyrmont NSW 2009.
57. Permit Approvals: ACT: TP 19/03804, NSW: LTPS/19/36394, SA: T19/1205