

TERMS & CONDITIONS OF ENTRY

“COMEDY FESTIVAL” COMPETITION

TOASTED TV

By entering the “Comedy Festival” 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 Sunday 16th February 2020 at 8:30AM (AEST) and concludes Saturday 22nd February 2020 at 12:00PM (AEST) (the “Promotion Period”)
- 1.3 The competition will be advertised on but not limited to 10 play and <https://www.facebook.com/Toasted/>.
- 1.4 This is a game of skill and chance plays no part in determining the winners.

2. ENTRY ELIGIBILITY

- 2.1 Entry is open to all residents of Australia. 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 email their answer entry in 25 words or less and contact details including full name, post code, age and phone number to toasted@networkten.com.au.
- 3.2 A limit of one 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 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 (comedy festival) prize will be awarded from all the entries submitted.
- 3.7 All entries become the property of the Promoter. A request to access, update or correct any information should be directed to 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.

4. PRIZE DETAILS

Up to one (1) x winner will each receive:

- Two Tickets to the Class Clowns Grand Final in Melbourne

Total prize valued at up to \$18 AUD (inclusive of GST.)

- 4.1 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.
- 4.2 Should the winner engage in any illegal activity, Network 10 and their associated sponsors are not held responsible.
- 4.3 Once prizes have left the Promoter's premises, the Promoter takes no responsibility for prizes damaged, delayed or lost in transit.
- 4.4 Prizes cannot be transferred, exchanged or redeemed for cash.
- 4.5 The Promoter accepts no responsibility for change in prize value between now and the ultimate prize redemption date.
- 4.6 Unless expressly stated in the terms and conditions all other expenses become the responsibility of the winner.
- 4.7 Prizes will be awarded to person named in the entry.
- 4.8 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 one most creative, unique answer/s as judged by The Promoter at their absolute discretion will be deemed the winner/s. 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 The Promoter 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 via email, within 2 days of the Judging.
- 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** One (1) winner will be selected from all the valid entries received during the Promotional Period. The judging will take place at The Promoter's premises, 435 Sir Samuel Griffith Drive Brisbane QLD Australia 4066, commencing Monday 24th February 2020 at 10:00 (AEST).
- 5.11** The Promoter will announce the winners via an email response to the winners email entry. It is the responsibility of the entrant to check if they have been responded to as a winner. The winner is to contact the Promoter at the email address provided with their mailing address within 5 days of receiving a responding email. If they do not contact the Promoter, the winner will be re-judged and the next best entry selected by the Judges will be deemed the winner.

6. STANDARD TERMS

- 6.1** 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.
- 6.2** Any entry that is made on behalf of an Entrant by a third party will be invalid.
- 6.3** 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.
- 6.4** 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
- 6.5** The Promoter 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.
- 6.6** 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.
- 6.7** 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.
- 6.8** 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

- 6.9** 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.
- 6.10** 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.
- 6.11** 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
- 6.12** 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.
- 6.13** All entrants unconditionally and irrevocably release and discharge Facebook from any and all liability in relation to this Promotion.
- 6.14** 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.
- 6.15** 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> 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.
- 6.16** The Promoter is Network Ten Pty Ltd, 435 Sir Samuel Griffith Drive, Brisbane, QLD 4006 ABN: 91 052 515 250 Telephone number (07) 3214 1010. Website www.10play.com.au.