

FOX8 'THE RECRUIT SEASON 2' COMPETITION TERMS & CONDITIONS

DEFINITIONS

1. The following definitions apply to these Terms and Conditions:
 - a) "Closing Date" means 24:00hrs Tuesday 27 September, 2016.
 - b) "Commencement Date" means 20:30hrs Wednesday 20 July, 2016.
 - c) "Determination Date" means the dates outlined in clause 10.
 - d) "Entrant" means a person who enters the Promotion.
 - e) "Entry Period" has the meaning set out in clause 10.
 - f) "Facebook Page" means The Recruit official Facebook page, located at <https://www.facebook.com/TheRecruitFOX8/>
 - g) "Instagram Page" means the official FOX8 Instagram page, located at <https://www.instagram.com/fox8tv/>
 - h) "Major Prize" means a major prize offered in the Promotion.
 - i) "Prize" means a prize offered in the Promotion. "Prizes" means all of the prizes offered in the Promotion and includes the Major Prizes and the Runner-Up Prizes.
 - j) "Promoter" means Foxtel Management Pty Ltd ABN 65 068 671 938, of 5 Thomas Holt Drive, North Ryde, NSW 2113.
 - k) "Promotion" means this competition.
 - l) "Promotion Period" means the period between the Commencement Date and the Closing Date.
 - m) "Relevant Parties" means the Promoter and the agencies and companies that are associated with the Promoter or the Promotion.
 - n) "Runner-Up Prize" means a runner-up prize offered in the Promotion.
 - o) "Supplier" means the supplier of the Prizes.
 - p) "Twitter Page" means the official FOX8 Twitter page, located at <https://twitter.com/FOX8tv>
 - q) "Website" means the FOX8 TV website, located at <http://www.fox8.tv/>
 - r) "Winner" means an Entrant who wins a Prize including in the Unclaimed Prize Draw.
 - s) "Unclaimed Prize Determination" has the meaning set out in clause 27.
 - t) "Unclaimed Prize Determination Date" means the dates outlined in clause 10.
2. All times and dates are times and dates in Sydney, which may be AEST or AEDT depending on the date. All times are stated using the 24-hour clock. 00:00hrs is the start of a day and 24:00hrs is the end of a day.

PARTICIPATION

3. The Promotion is conducted by the Promoter.
4. The Promotion is a game of skill, and chance plays no part in determining the Winner.
5. Entry to the Promotion constitutes acceptance of these Terms and Conditions. By entering the Promotion, Entrants accept and acknowledge full responsibility for their decision to participate in the Promotion and to take the Prize if they are the Winner.
6. All entry instructions and prize information published by the Promoter form part of these Terms and Conditions.

7. This Promotion will be advertised on the Website; Facebook Page; Twitter Page; Instagram Page, in promotional broadcasts on Foxtel channels and in electronic direct mail sent by AFL clubs.
8. An Entrant is eligible to win the Prize if they:
 - a) are a permanent resident of Australia; and
 - b) are aged 18 years or over; and
 - c) are not employees of:
 - i. the Promoter, Optus, or Telstra;
 - ii. the Supplier;
 - iii. any corporations or agencies related to the entities in paragraphs i. and ii. above; or
 - iv. any of the Relevant Parties; and
 - d) are not a spouse, de facto spouse, parent, child or sibling (whether natural or by marriage or adoption) of a person who is an employee of any of the entities listed in paragraph c) above.
9. Entry to the Promotion commences on the Commencement Date and closes on the Closing Date.

ENTRY

10. To enter the Promotion, an Entrant must, during one of the Entry Periods listed below:

Entry Period	Entry Commencement date	Entry Closing date	Determination Date	Unclaimed Prize Determination Date
1	20:30hrs Wednesday 20 July, 2016	24:00hrs Tuesday 2 August, 2016	12:00hrs Thursday 4 August, 2016	12:00hrs Thursday 11 August, 2016
2	20:30hrs Wednesday 20 July, 2016	24:00hrs Tuesday 23 August, 2016	12:00hrs Thursday 25 August, 2016	12:00hrs Thursday 1 September, 2016
3	20:30hrs Wednesday 24 August, 2016	24:00hrs Tuesday 6 September, 2016	12:00hrs Thursday 8 September, 2016	12:00hrs Thursday 15 September, 2016
4	20:30hrs Wednesday 7 September, 2016	24:00hrs Tuesday 20 September, 2016	12:00hrs Thursday 22 September, 2016	12:00hrs Thursday 29 September, 2016
5	20:30hrs Wednesday 21 September, 2016	24:00hrs Tuesday 27 September, 2016	12:00hrs Thursday 29 September, 2016	12:00hrs Thursday 6 October, 2016

- a) go to the Website; and
 - b) click on the Promotion link; and
 - c) complete all of the required data entry fields on the entry form; and
 - d) answer the following question, in 25 words or less: "Who do you think should win *The Recruit* Season 2, and why?" (the "Entry Question").
11. An Entrant's entry must not be:
 - a) late;
 - b) delayed;
 - c) incomplete;
 - d) incomprehensible;
 - e) unlawful or capable of violating any law or giving rise to a civil action;
 - f) obscene;

- g) defamatory or libellous;
 - h) threatening or harassing;
 - i) pornographic or contain nudity;
 - j) hateful;
 - k) offensive against a person or group of persons on the grounds of age, colour, gender, national or ethnic origin, disability, race, religion or sexual preference;
 - l) incite or be capable of encouraging conduct that would be considered a criminal offence;
 - m) in violation of the social media guidelines, rules or terms of service of the relevant social media site or platform used to enter the Promotion.
12. Entrants may enter the Promotion multiple times over the Promotion Period, provided that each answer to the Entry Question is unique.
13. Only one (1) Prize will be awarded per person over the entire Promotion Period.
14. Entrants must ensure that their entries are received by the Promoter during the Promotion Period. All entries are deemed to be received at the time of receipt by the Promoter, not the time of transmission by the Entrant. The Promoter takes no responsibility for late, lost or misdirected entries or for any delays or failures in any telecommunications services or equipment.
15. Entry via the Website is free. However, any costs associated with accessing the Website are the responsibility of the person seeking access and are dependent on the internet service provider used.
16. Entrants must make their Website entries manually using an internet browser. The Promoter may reject an entry if it reasonably forms the opinion that the entry has been made using automated entry means or by use of a computer entry service.
17. Should an Entrant's contact details change at any time between the date on which they enter the Promotion and the Unclaimed Prize Determination Date, that Entrant must notify the Promoter of their correct contact details immediately.
18. The Promoter may decide in its sole discretion which documents are considered suitable for establishing eligibility to enter or win. In the event that the Winner cannot provide suitable proof of eligibility, they will forfeit the Prize in whole and no substitute or compensation will be offered.
19. Any entry that is made on behalf of an Entrant by a third party, or otherwise by proxy, will be invalid.
20. The Promoter may, at its absolute discretion, declare any or all entries made by an Entrant to be invalid if the Entrant:
- a) fails to establish their entitlement to win the Promotion to the Promoter's satisfaction; or
 - b) fails to produce items as required by clause 19 or produces items that appear to be illegible, stolen, forged, reconstructed, altered, incomplete or tampered with in any way; or
 - c) appears, to the Promoter, to have tampered with, or benefited from tampering with, the entry process; or
 - d) has submitted an entry that is not in accordance with these Terms and Conditions.

21. An Entrant's response (the "**Entry Material**") must be the Entrant's original work and must not infringe the copyright, moral rights, trademark rights or any other rights of any third party. Each Entrant warrants that all Entry Material is their own original work and is not copied in any manner from any other work or works;
22. Entrants retain all ownership in their Entry Material. However, by submitting their Entry Material, Entrants hereby grant the Promoter an irrevocable, non-exclusive, worldwide, royalty-free, sub-licensable and transferable license to use, reproduce, distribute, prepare derivative works of and display the Entry Material for the purposes of conducting and promoting this Promotion, awarding the Prize and advertising and marketing the Promoter or the Promotion on all media now known or later devised, in perpetuity.
23. By entering the Promotion, Entrants consent to any use of their Entry material by the Promoter which may otherwise infringe an Entrant's moral rights in the Entry Material, including (without limitation):
 - a) Exercising any of the rights in the Entry Material without identifying the Entrant; and
 - b) Using the Entry Material in any way that the Promoter sees fit, even if it results in derogatory treatment of the Entry Material (as defined in the Copyright Act 1968 (Cth)).
24. Each Entrant warrants that:
 - a) he/she has the full power and capacity to grant the rights, warranties and consents set out in these Terms and Conditions;
 - b) he/she will fully indemnify the Promoter against any loss or damage suffered by the Promoter:
 - i. in the event that any of the warranties given by the Entrant are false;
 - ii. as a result of any breach of these Terms and Conditions by the Entrant.

WINNERS

25. There will be 86 Major Prize Winners and 5 Runner-Up Prize Winners determined from all entries received during the Promotion Period. Each Winner will receive one (1) Prize.
26. The Winner will be determined on the Determination Date by the Promoter at 5 Thomas Holt Drive, North Ryde, NSW 2113. The Winner will be the Entrant who, in the sole opinion of the judges, has most creatively answered the Entry Question.
27. If the Determination Date or Unclaimed Prize Determination Date is a public holiday, the determination will be conducted on the following business day.
28. The Promoter's decisions are final and no correspondence will be entered into.
29. The Winner will be notified by phone/email within two (2) days of the Determination Date.
30. All reasonable attempts will be made to contact the Winner. If the Prize is:
 - a) not claimed by the Winner by 9:00hrs on the Unclaimed Prize Determination Date; or
 - b) forfeited for any reason,the Prize will be awarded to another Entrant in an unclaimed prize determination (the "**Unclaimed Prize Determination**"), which will take place at 17:00hrs on the Unclaimed Prize Determination Date and will be conducted by the Promoter at 5 Thomas Holt Drive, North Ryde, NSW 2113. The Winner of the Unclaimed Prize

Determination will be notified by phone/email within two (2) days of the Unclaimed Prize Determination Date.

31. The Winner (or the Transferee where clause 35 applies), must be aged 18 years or over. Where a guest is allowed under a Prize, if the guest is under the age of 18 they must be accompanied by a parent or guardian or have the express permission of the parent or guardian to participate in the Prize.

PRIZES

32. The Prizes are as follows:

Entry Period	Number of Winners	Prize Details	Prize Maximum Value
1	64 Major Prizes	<p>64x 2016 Toyota AFL Premiership Season Family Passes</p> <ul style="list-style-type: none"> Family Passes for: <ul style="list-style-type: none"> Round 21 – 24 passes; Round 22 – 16 passes; Round 23 – 24 passes; <p>each Family Pass valued at a maximum \$220.</p> <p>(Please see the Schedule located at the end of these Terms and Conditions for details of locations, dates and times known at the time of publishing the Terms and Conditions and which are subject to change).</p>	\$14,080.00
2	2 Major Prizes	<p>2x Recruit Finale Prizes</p> <p>Each prize is a trip for 2 x 2 adults from their nearest Jetstar airport to Melbourne for the Recruit Finale show and includes:</p> <ul style="list-style-type: none"> 1x double pass to the Finale at Crown Melbourne on Wednesday 21 September 2016 (priceless); and 2x return economy class Jetstar flights to Melbourne (Tullamarine) from the Winner's nearest Jetstar airport on 21 September 2016 and returning 22 September 2016. Return flights include checked baggage allowance of 20 kg per passenger and food and drinks (valued at \$600 per person); and 1x night's accommodation in central Melbourne at a 4 star hotel, for the night of the 21 September 2016. (valued at \$500); and \$500 spending money. <p>each Recruit Finale Prize valued at a maximum of \$1,600.00.</p>	\$3,200.00
3	6 Major Prizes & 5 Runner-Up Prizes	<p>6 x Fitbit Family Packs, each of the six packs consists:</p> <ul style="list-style-type: none"> 1 Surge – valued at \$399.95 1 Blaze – valued at \$329.95 1 Alta – valued at \$199.95 1 Aria – valued at \$179.95 <p>(excludes any additional accessory bands). Each Fitbit Family Pack valued at a maximum of \$1,109.80</p> <p>5x Runner-up Prizes, each being:</p> <ul style="list-style-type: none"> 1 Fitbit Charge HR <p>each Fitbit Charge valued at a maximum of \$229.95.</p>	\$2,259.55

4	3 Major Prizes	3x PUMA Prize Packs, each including: <ul style="list-style-type: none"> • 1 x PUMA kit bag • 1 x PUMA cap • 1 x PUMA training armband • 1 x \$100 PUMA Voucher. each PUMA Prize Pack is valued at a maximum of \$200.00.	\$600.00
5	11 Major Prizes	11x Sherrin Balls, signed by Michael Malthouse and Ben Dixon, each Sherrin Ball valued at a maximum of \$50.00.	\$550.00

THE TOTAL PRIZE POOL FOR THIS PROMOTION IS VALUED AT A MAXIMUM OF \$20,689.55

33. All Prize values are correct as at Tuesday 12 July, 2016 and are reflective of the recommended retail price and are in Australian dollars. The Promoter takes no responsibility for any variations in the Prize values.
34. The Prize will be awarded to the person named in the winning entry and will be awarded to the Winner in the Promoter's sole discretion.
35. The Prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
36. All elements of the Prize are subject to availability. If the Prize, or any part of the Prize, is unavailable for any reason, the Promoter will, in its absolute discretion, substitute alternative goods or services of no lesser retail value and/or specification. The Promoter accepts no other liability or responsibility for any loss incurred by the Winner or any other party if the Prize, or any part of the Prize, is unavailable for any reason.
37. Once a Prize, or any element of a Prize, has left the Promoter's/Supplier's premises, the Promoter and the Relevant Parties will not be responsible for any delay in delivery or loss or damage to the Prize.
38. Except as expressly permitted by these Terms and Conditions, the Prize cannot be used in conjunction with any other discounts or special offers, cannot be refunded or exchanged and cannot be taken as a monetary payment.
39. Prizes may not, without the prior written consent of the Supplier and the Promoter, be resold or offered for resale at a premium (including via on-line auction sites) or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services. If a Prize is sold or used in breach of this condition, the Promoter or the Supplier may, at their absolute discretion, withdraw the Prize. Where a ticket has been withdrawn in accordance with this clause no refund, substitute or compensation will be offered and the Winner and any person who has purchased or otherwise bears that ticket may be refused entry.
40. The Prize may be transferred at the Promoter's sole discretion. In the event that the Promoter exercises its discretion to allow the Winner to transfer the Prize to another person (the "Transferee"), the transfer will be on the condition that the Transferee accepts all terms and conditions set out in these Terms and Conditions and the Promoter may require such acceptance in writing at its absolute discretion.

41. The Winner is advised that tax implications may arise from them winning the Prize and they should seek independent financial advice prior to accepting the Prize.
42. Unless expressly stated, all costs and expenses associated with taking the Prize become the responsibility of the Winner and their guest, including:
 - a) additional taxes (excluding departure and any other flight-associated taxes, where flights are included in the Prize);
 - b) costs associated with inoculations, passports and/or visa applications;
 - c) transfers and transport to/from an airport departure or return point;
 - d) travel and accommodation required to attend an event (for example where a Prize is located outside of the state in which the Winner resides);
 - e) travel insurance;
 - f) spending money;
 - g) meals;
 - h) any extra sightseeing or activities; and
 - i) all other incidental and ancillary costs incurred by the Winner and/or their guest as a direct or indirect result of taking the Prize.
43. The Winner and their guest must ensure that they have valid documentation for travel.
44. The Winner and their guest are responsible for any amendment fees issued by airlines or suppliers once booking is confirmed and ticketed. Upgrades cannot be purchased on airfares with cash or frequent flyer points.
45. All aspects of each Prize must be taken together as a package. Prizes including attendance to an event must be taken to coincide with that event. Prizes are only valid for the dates as specified by the Supplier or the Promoter and can only be redeemed in accordance with the relevant Supplier's terms and conditions. Prizes are also subject to hotel and flight availability at the time of booking.
46. In the event that for any reason whatsoever a Winner does not take a Prize or an element of a Prize at the time stipulated by the Promoter or the Supplier, that Prize or that element of the Prize will be forfeited by that Winner.
47. Airline tickets are available on the regular scheduled services of each airline and are subject to seasonal embargoes. Flight itinerary may have to be adjusted depending on the airlines' departure city and their current flight schedule.
48. If a Winner is a resident of Victoria, they will forfeit the domestic flight component of a Prize and no substitute prize will be offered.
49. Flights are economy class and airline Conditions of Carriage apply to all flights.
50. Frequent Flyer points are not available for any of the flights included in the Prize.
51. If a Winner and their guest determine that travel insurance is required, they will be responsible for arranging and paying for such travel insurance.
52. Airline tickets included in the Prize cannot be used as part-payment of another airfare.
53. The Winner and their guest must travel at the same time, including flights and accommodation. The Winner and their guest must depart from and return to the same capital city airport in Australia, being the capital city airport that is closest to the Winner's place of residence. The Winner and their guest are responsible for transport to and from their residence to the Winner's nearest capital city airport.

54. The accommodation will be one (1) room to be shared by the Winner and their guest.
55. A credit card imprint or cash deposit may be required from the Winner and/or their guest at check-in to the hotel, for all incidental charges.
56. Any cash component of the Prize will be issued to the Winner as a cheque in the Winner's name and crossed "not negotiable".
57. Where the Prize is a Fitbit Tracker, and subject to availability, Winners will be allowed to select the size and colour of the Fitbit Tracker (the Fitbit Prizes do not include additional accessory bands).
58. Where the Prize is a voucher it is only valid for the period stated by the Supplier and can only be redeemed in accordance with the Supplier conditions.
59. The Promoter makes no representation as to the safety conditions or any other conditions that may exist at any destination.
60. The Promoter reserves the right to refuse to allow a Winner or their guest to take part in any or all aspects of any Prize if the Winner or their guest cannot safely participate in the Prize for medical reasons.
61. By entering the Promotion, the Winner and their guest agree that:
 - a) if requested by the Promoter, the Winner and their guest will:
 - i. provide comments about the Promotion and/or a photograph or audio-visual clip of themselves; and
 - ii. participate in a promotional shoot in connection with the Promotion;
 - b) the Promoter may use their name, image, comments, photographs or clips ("**Materials**") for publicity and promotional purposes in any form of media, without reference or compensation to the Winner and their guest/s or any other person;
 - c) the Promoter may use, reproduce, edit and communicate to the public the Materials at any time in any form of media;
 - d) the Promoter may license, authorise or otherwise transfer the rights in the Materials to others to do the same; and
 - e) the Winner and their guests unconditionally and irrevocably consent to any act or omission that would otherwise infringe any of their moral rights in the Materials and waive all moral rights in the Materials that arise outside Australia.

GENERAL

62. The Promoter reserves the right to take any action necessary in its sole discretion at any time.
63. To the full extent permitted by the law, the Relevant Parties will not be liable for any loss, damage, claim, cost, expense or personal injury suffered or sustained (including, but not limited to, that caused by any person's negligence) by any Entrant in connection with the Promotion or the Prizes, including:
 - a) any indirect, economic or consequential loss or loss of profits;
 - b) any loss arising from the negligence of a Relevant Party; and
 - c) any liability for personal injury or death.
64. If, for any reason, the Promotion is not capable of running as planned, including, without limitation, due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures, or any other causes beyond the control of the Promoter that corrupt or affect the administration, security, fairness or integrity, or proper conduct of the Promotion, the Promoter reserves

the right in its sole discretion to disqualify any individual who tampers with the entry process or take any other action, including to cancel, terminate, modify, or suspend the Promotion.

65. The Winners acknowledge that the Prizes may be subject to additional terms and conditions imposed by third parties. The Winners must become acquainted with any such additional terms and conditions prior to taking a Prize. The Promoter does not accept any responsibility and is not liable for any additional conditions imposed on the taking of the Prizes, or for the breach of those conditions by any person.
66. Except for any liability which cannot be excluded by law, the Promoter is not responsible for:
 - a) any problems or technical malfunction with any telephone network or lines, computer online systems, servers or providers, computer equipment, or software, or any technical problems or traffic congestion on any computer system or at any website, or any combination thereof, including (but not limited to) any injury or damage to participants or any other person's property related to or resulting from participation in the Promotion;
 - b) any incorrect or inaccurate information, caused either by users, by any of the equipment or programming associated with or used in connection with the Promotion, or by any technical error that may occur in the course of the Promotion; or
 - c) 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 or Entrants' details.
67. Any attempt to cause damage to any website or the information on any website associated with this Promotion or to otherwise undermine the fair and legitimate operation of this Promotion may be a violation of criminal and civil laws. The Promoter reserves the right to seek damages in the fullest extent permitted by law in the event that any such attempt is made, whether or not that attempt results in any such damage, interference or undermining.
68. These Terms and Conditions are governed by the laws of New South Wales. The Promoter and all Entrants irrevocably submit to the non-exclusive jurisdiction of New South Wales.
69. These rules are Terms and Conditions and constitute the entire terms and conditions between the Entrant and the Promoter with respect to the Promotion. The Promoter may alter, modify, or amend these Terms and Conditions at its sole discretion and will only provide Entrants with notice of substantial amendments.
70. Except for the Entry material, all entries become the property of the Promoter.

PRIVACY

71. The Promoter is bound by the Australian Privacy Principles in the *Privacy Act 1988*. Entrants' personal information will be collected, used and disclosed as set out in the Foxtel Competition Privacy Notice for this Promotion (at <https://www.foxtel.com.au/got/support/accounts-billing/legal/comp-privacy-notice.html>) and the Foxtel Privacy Policy (at <http://www.foxtel.com.au/about-foxtel/privacy/default.htm>).

SCHEDULE

TICKET TYPE	RND	DATE	MATCH	LOCAL TIME	VENUE	TOTAL NUMBER OF TICKETS
GA	21	Friday, 12 August 2016	Western Bulldogs vs. Collingwood	7:50pm	Etihad Stadium Melbourne	4
GA	21	Saturday, 13 August 2016	Brisbane Lions vs. Carlton	1:45pm	The Gabba Brisbane	4
GA	21	Saturday, 13 August 2016	GWS GIANTS vs. West Coast Eagles	4:35pm	Spotless Stadium Sydney	4
GA	21	Saturday, 13 August 2016	Port Adelaide vs. Melbourne	7:10pm	Adelaide Oval, Adelaide	4
GA	21	Saturday, 13 August 2016	St. Kilda vs. Sydney Swans	7:25pm	Etihad Stadium Melbourne	4
GA	21	Sunday, 14 August 2016	Essendon vs. Gold Coast SUNS	1:10pm	Etihad Stadium Melbourne	4
GA	22	Saturday, 20 August 2016	GWS GIANTS vs. Fremantle	4:35pm	Spotless Stadium Sydney	4
GA	22	Sunday, 21 August 2016	Carlton vs. Melbourne	1:10pm	MCG Melbourne	4
GA	22	Sunday, 21 August 2016	Brisbane Lions vs. Geelong Cats	3:20pm	The Gabba Brisbane	4
GA	22	Sunday, 21 August 2016	Essendon vs. Western Bulldogs	4:40pm	Etihad Stadium Melbourne	4
GA	23	TBC	Hawthorn vs. Collingwood	TBC	MCG Melbourne	4
GA	23	TBC	Essendon vs. Carlton	TBC	MCG Melbourne	4
GA	23	TBC	Adelaide Crows vs. West Coast Eagles	TBC	Adelaide Oval Adelaide	4
GA	23	TBC	St. Kilda vs. Brisbane Lions	TBC	Etihad Stadium Melbourne	4
GA	23	TBC	Sydney Swans vs. Richmond	TBC	SCG Sydney	4
GA	23	TBC	North Melbourne vs. GWS GIANTS	TBC	Etihad Stadium Melbourne	4