

**DC/Movie World Competition  
TERMS & CONDITIONS**

**DEFINITIONS**

1. The following definitions apply to these Terms and Conditions:
  - a) "Closing Date" means Monday 4 December 2017 at 09:30hrs.
  - b) "Commencement Date" means Monday 27 November 2017 at 09:30hrs.
  - c) "Draw Date" means Wednesday 6 December 2017 at 11:00hrs.
  - d) "Entrant" means a person who enters the Promotion.
  - e) "Facebook Page" means the FOX8 official Facebook page, located at <https://www.facebook.com/FOX8/>.
  - f) "Instagram Page" means the FOX8 official Instagram page, located on the Instagram app and <https://www.instagram.com/fox8tv/>
  - g) "Prize" means the prize offered in the Promotion.
  - h) "Promoter" means Foxtel Management Pty Ltd ABN 65 068 671 938, of 5 Thomas Holt Drive, North Ryde, NSW 2113.
  - i) "Promotion" means this competition.
  - j) "Promotion Period" means the period between the Commencement Date and the Closing Date.
  - k) "Publication Date" means Wednesday 13 December 2017
  - l) "Relevant Parties" means the Promoter and the agencies and companies that are associated with the Promoter or the Promotion or otherwise associated with the television programs Arrow, The Flash, Supergirl, DC's Legends of Tomorrow and Gotham.
  - m) "Supplier" means the supplier of the Prize.
  - n) "Website" means the FOX8 website, located at FOX8.tv
  - o) "Winner" means the Entrant who wins the Prize, including in the Unclaimed Prize Draw.
  - p) "Unclaimed Prize Draw" has the meaning set out in clause 25.
  - q) "Unclaimed Prize Draw Date" means Tuesday 6 March 2018 "Unclaimed Publication Date" means Tuesday 13 March 2018.
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 chance, and skill 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 Facebook Page, the Instagram Page and the Website.
8. An Entrant is eligible to win the Prize if they:
  - a) are a permanent resident of Australia; and

- b) are either:
    - i. a Foxtel, Foxtel Now, Optus TV featuring Foxtel, or Foxtel from Telstra customer or live in a household with a Foxtel, Foxtel Now, Optus TV featuring Foxtel, or Foxtel from Telstra subscription and have the subscriber's permission to enter the Promotion, and the subscription account is not in arrears from the Commencement Date until the Unclaimed Prize Draw Date; and
  - c) are over the age of 18; and
  - d) 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; or
  - e) 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 d) 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 the Promotion Period:
- 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.
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. Entry to the Promotion is limited to one (1) entry per Entrant over the entire Promotion Period.
13. 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.

14. 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.
15. 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.
16. Should an Entrant's contact details change at any time between the date on which they enter the Promotion and the Unclaimed Prize Draw Date, that Entrant must notify the Promoter of their correct contact details immediately.
17. All entries to the Promotion may be subject to verification by the Promoter. An Entrant must, within seven (7) days of being asked, at the Promoter's cost allow the Promoter to inspect and copy any other documents the Promoter may request establishing eligibility to enter the Promotion, including but not limited to evidence of age, residence and/or identity.
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 17 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.

## **WINNERS**

21. There will be one (1) Winner drawn from all entries received during the Promotion Period. The Winner will receive the Prize.
22. The Winner will be drawn electronically on the Draw Date by Engage Australia Pty Limited, Level 8, 56 Clarence Street, Sydney, NSW, 2000.
23. The Promoter's decisions are final and no correspondence will be entered into.
24. The Winner will be notified by phone and in writing within two (2) days of the Draw Date. The Winner's name will be published in The Australian newspaper on the Publication Date.
25. All reasonable attempts will be made to contact the Winner. Subject, where relevant, to any directions given under the legislation regulating the Promotion, if the Prize is:
  - a) not claimed by the Winner by 9:00hrs on the Unclaimed Prize Draw Date; or

b) forfeited for any reason, the Prize will be awarded to another Entrant in an unclaimed prize draw (the “**Unclaimed Prize Draw**”), which will take place at 1:00pm on the Unclaimed Prize Draw Date and will be conducted by Engage Australia Pty Limited, Level 8, 56 Clarence Street, Sydney, NSW, 2000. The Winner of the Unclaimed Prize Draw will be notified by phone and in writing within two (2) days of the Unclaimed Prize Draw Date. The name of the Unclaimed Prize Winner will be published in The Australian newspaper on the Unclaimed Publication Date.

## **PRIZES**

26. The Prize consists of the following:
- a) one (1) three (3) Day Super Pass for the Winner and three (3) guests which may be used to attend Warner Bros. Movie World, Sea World and Wet'n'Wild Gold Coast, valued at a maximum of \$399.96; and
  - b) three (3) night's accommodation for the Winner and three (3) Guests at Sea World Resort, Gold Coast, QLD (the **Accommodation**) valued at a maximum of \$1199.97.

### **THE TOTAL PRIZE POOL FOR THIS PROMOTION IS VALUED AT A MAXIMUM OF \$1599.93**

27. All Prize values are correct as at Tuesday 31 October 2017 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.
28. 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, subject to the approval of the authorities that have issued permits for the conduct of the Promotion. 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.
29. The Prize cannot be refunded or exchanged and, except as expressly permitted by these Terms and Conditions, cannot be taken as a monetary payment.
30. 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, 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.
31. The Promoter reserves the right to refuse to allow a Winner to take part in an aspect of a Prize, if the Promoter determines, based on the advice of an appropriate and relevant medical professional, that a Winner is not in the mental or physical condition necessary to be able to safely participate in that aspect Prize.
32. 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.
33. Once the 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.
34. If the Draw Date or Unclaimed Prize Draw Date is a public holiday, the draw will be conducted on the following business day.

35. The Prize cannot be used in conjunction with any other discounts or special offers.
36. The Prize will be awarded to the person named in the winning entry.
37. The Prize will be awarded to the Winner in the Promoter's sole discretion.
38. Unless expressly stated, all costs and expenses associated with taking the Prize become the responsibility of the Winner and their guests, 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;
  - d) travel insurance;
  - e) spending money;
  - f) meals;
  - g) travel to and from the Prize locations;
  - h) any extra sightseeing or activities; and
  - i) all other incidental and ancillary costs incurred by the Winner and/or their guests as a direct or indirect result of taking the Prize.
39. If applicable, the Winner and their guests, must ensure that they have valid documentation for travel.
40. The Winner and their guests, are responsible for any amendment fees if any alterations are made to a confirmed booking within 7 days of expected arrival.
41. All aspects of the Prize must be taken together as a package before Saturday 1 December 2018 (no extensions will be granted). In the event that for any reason whatsoever the Winner does not take the Prize or an element of the Prize at the time stipulated by the Promoter, the Prize or that element of the Prize will be forfeited by the Winner.
42. The Winner must provide the Promoter with at least 30 days prior written notice of the dates they would like to redeem the Prize.
43. Any cash component of the Prize will be issued to the Winner as a cheque in the Winner's name and crossed "not negotiable."
44. If the Winner or their guests determine that travel insurance is required, they will be responsible for arranging and paying for such travel insurance.
45. The Winner and their guests must travel at the same time, including Accommodation.
46. The Accommodation is subject to availability and will be one (1) double room (two double beds) to be shared by the Winner and their guests.
47. The Accommodation is not available on Saturday nights, public holidays during gazetted school holidays or during the Gold Coast 600 period, or as otherwise determined by the Supplier.
48. A credit card imprint or cash deposit may be required from the Winner and/or their guests at check-in to the hotel, for all incidental charges.
49. The Promoter makes no representation as to the safety conditions or any other conditions that may exist at any destination.

50. The Prize 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 the 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 will be refused entry.

## **GENERAL**

51. The Promoter reserves the right to take any action necessary in its sole discretion at any time, subject to any direction given under State permit regulations.
52. To the full extent permitted by the law, Facebook and 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 Prize, 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.
53. Entry and continued participation in the Promotion is dependent on Entrants acting in accordance with the Facebook Statement of Rights and Responsibilities, available at <http://www.facebook.com/terms.php>.
54. 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. Any questions, comments or complaints about this Promotion must be directed to the Promoter (not Facebook) at the address given in clause 1 of these Terms and Conditions.
55. 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 subject to any direction given under the relevant State/Territory permit regulations.
56. The Winner acknowledges that the Prize may be subject to additional terms and conditions imposed by third parties. The Winner must become acquainted with any such additional terms and conditions prior to taking the Prize. The Promoter does not accept any responsibility and is not liable for any additional conditions imposed on the taking of the Prize, or for the breach of those conditions by any person.
57. 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.
58. 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.
59. These Terms and Conditions are governed by the laws of New South Wales and each of the relevant State authorities.
60. 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, subject to the approval of the authorities that have issued permits for the conduct of the Promotion. The Promoter will provide Entrants with notice of substantial amendments.
61. All entries become the property of the Promoter.
62. Authorised under the following permit numbers:

NSW: LTPS/17/19869

### **PRIVACY**

63. 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>).