

**DC BACK TO SCHOOL COMPETITION  
TERMS & CONDITIONS**

**DEFINITIONS**

1. The following definitions apply to these Terms and Conditions:
  - a) "Closing Date" means 09:00 hrs on Monday 5 February 2018.
  - b) "Commencement Date" means 13:00 hrs on Tuesday 30 January 2018.
  - c) "Determination Date" means 13:00 hrs on Monday 5 February 2018.
  - d) "Entrant" means a person who enters the Promotion.
  - e) "Facebook Page" means the FOX8 official Facebook Page, located at facebook.com/FOX8/.
  - f) "Prize" means a prize offered in the Promotion.
  - g) "Prizes" means all of the prizes 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) "Relevant Parties" means the Promoter and the agencies and companies that are associated with the Promoter or the Promotion.
  - l) "Supplier" means the supplier of the Prizes.
  - m) "Website" means the FOX8 website, located at FOX8.tv
  - n) "Winner" means an Entrant who wins a Prize, including in the Unclaimed Prize Determination "Unclaimed Prize Determination" has the meaning set out in clause 26.
  - o) "Unclaimed Prize Determination Date" means Monday 7 May 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 skill, and chance plays no part in determining the Winners.
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 a Prize if they are a 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 and the Facebook Page.
8. An Entrant is eligible to win a Prize if they:
  - a) are a permanent resident of Australia;
  - b) are a Foxtel or Foxtel Now subscriber or live in a household with a Foxtel or Foxtel Now, 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 Determination Date; and

c) are over the age of 18

and are not:

- d) employees of:
  - i. the Promoter
  - 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) 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;
- b) click on the Promotion link;
- c) complete all of the required data entry fields on the entry form; and
- d) answer the following question, in 25 words or less: "If you were a DC superhero what would your superpower be and why?" (the "**Entry Question**").

11. An Entrant's entry must not be:

- a) late;
- b) delayed;
- c) incomplete;
- d) incomprehensible;
- e) unlawful;
- f) obscene;
- g) defamatory;
- h) libellous;
- i) threatening;
- j) pornographic;
- k) harassing;
- l) hateful;
- m) racially or ethnically offensive;
- n) capable of encouraging conduct that would be considered a criminal offence;
- o) capable of violating any law; and/or
- p) capable of giving rise to civil liability.

12. Entry to the Promotion is limited to one (1) entry per Entrant per day, provided that each Entry to the Entry Questions 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. 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:
  - a) hand over to the Promoter any receipt (if applicable) issued at the point of entering; and
  - b) 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.
19. The Promoter may decide in its sole discretion which documents are considered suitable for establishing eligibility to enter or win. In the event that a Winner cannot provide suitable proof of eligibility, that Winner will forfeit their Prize in whole and no substitute or compensation will be offered.
20. Any entry that is made on behalf of an Entrant by a third party, or otherwise by proxy, will be invalid.
21. 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 18 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**

22. There will be eight (8) Winners determined from all entries received during the Promotion Period. Each Winner will receive one (1) Prize.
23. The Winners will be determined on the Determination Date by the Promoter at 5 Thomas Holt Drive, North Ryde, NSW 2113. The Winners will be the Entrants who, in the sole opinion of the judges, have most creatively answered the Entry Question.
24. The Promoter's decisions are final and no correspondence will be entered into.
25. The Winners will be notified by phone/email within two (2) days of the Determination Date.
26. All reasonable attempts will be made to contact the Winners. If a 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 13:00 hrs on the Unclaimed Prize Determination Date and will be conducted by the Promoter at 5 Thomas Holt Drive, North Ryde, NSW 2113. The Winner/s of the Unclaimed Prize Determination will be notified by phone/email within two (2) days of the Unclaimed Prize Determination Date.

## **PRIZES**

27. The Prize consists of the following:
- a) one (1) The Flash 8GB Flash Drive;
  - b) one (1) Supergirl notebook;
  - c) one (1) DC Pop Vinyl Doll,  
valued at a maximum of \$40.00.

### **THE TOTAL PRIZE POOL FOR THIS PROMOTION IS VALUED AT A MAXIMUM OF \$320.00**

28. All Prize values are correct as at 24 January 2018 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.
29. If any Prize (or any part of any 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 any Winner or any other party if any Prize (or any part of any Prize) is unavailable for any reason.
30. Prizes cannot be refunded or exchanged and, except as expressly permitted by these Terms and Conditions, cannot be taken as a monetary payment.
31. Prizes may be transferred at the Promoter’s sole discretion. In the event that the Promoter exercises its discretion to allow a Winner to transfer a 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.
32. Winners are advised that tax implications may arise from them winning a Prize and they should seek independent financial advice prior to accepting a Prize.
33. Once 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.
34. If the Determination Date or Unclaimed Prize Determination Date is a public holiday, the determination will be conducted on the following business day.
35. Prizes will be awarded to the people named in the winning entries.

## **GENERAL**

36. The Promoter reserves the right to take any action necessary in its sole discretion at any time.
37. 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 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.

38. 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>.
39. 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.
40. 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.
41. 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.
42. 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.
43. 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.

44. 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.
45. These rules are Terms and Conditions and constitute the entire terms and conditions between the Entrant and the Promoter with respect to the Promotion and cannot be altered, modified, or amended.
46. All entries become the property of the Promoter.

#### **PRIVACY**

47. 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 <http://www.foxtel.com.au/got/support/new-to-foxtel/comp-privacy-notice.html>) and the Foxtel Privacy Policy (at <http://www.foxtel.com.au/about-foxtel/privacy/default.htm>).