

**WWE Super Show-Down Ticket Giveaway
TERMS & CONDITIONS**

DEFINITIONS

1. The following definitions apply to these Terms and Conditions:
 - a) “**Closing Date**” means 09:00 hrs on Monday 1 October 2018
 - b) “**Commencement Date**” means 17:00 hrs on Friday 28 September 2018
 - c) “**Determination Date**” means 13:00 hrs on Tuesday 2 October 2018
 - d) “**Entrant**” means a person who enters the Promotion.
 - e) “**Facebook Page**” means FOX8 official Facebook Page, located at <https://www.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 Prize.
 - m) “**Website**” means the FOX8 website, located at <https://www.fox8.tv/>
 - n) “**Winner**” means an Entrant who in the Promoter’s discretion has a winning entry and wins a Prize, including in the Unclaimed Prize Determination.
 - o) “**Unclaimed Prize Determination**” has the meaning set out in clause 29
 - p) “**Unclaimed Prize Determination Date**” means Thursday 4 October 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 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;
 - d) and are not 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; and
 - 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) fill out all of the required data entry fields on the entry form; and
 - c) answer the following question, in 25 words or less: "Which WWE Superstar would you choose to be your tag team partner?" (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;
 - h) libellous;
 - i) threatening;
 - j) pornographic or contain nudity;
 - k) harassing;
 - l) hateful;
 - m) 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;
 - n) incite or be capable of encouraging conduct that would be considered a criminal offence;
 - o) 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 per day during 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. Each Entrant warrants that their entry including the response and any photos, images or videos ("**Entry Material**") is: their own original work; it is not copied in any manner from any other work; and does not infringe the copyright, moral rights, trademark rights or any other rights of any third party.

15. 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 licence 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.
16. 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)).
17. Each Entrant warrants that:
 - a) they have the full power and capacity to grant the rights, warranties and consents set out in these Terms and Conditions;
 - b) they 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;and
 - c) they have consent from each person appearing in the Entry Material (or if a person appearing in the Entry Material is under the age of 18, from that person's parent or guardian).
18. 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.
19. 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.
20. 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.
21. 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.
 - a) All entries to the Promotion may be subject to verification by the Promoter. An Entrant must, within seven (7) days of being asked and at the Promoter's cost, allow the Promoter to inspect and copy any documents the Promoter may request establishing eligibility to enter the Promotion, including but not limited to evidence of age, residence and/or identity.
22. 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.
23. Any entry that is made on behalf of an Entrant by a third party, or otherwise by proxy, will be invalid.

24. 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 these Terms and Conditions 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

25. There will be six (6) Winners determined from all entries received during the Promotion Period. Each Winner will receive one (1) Prize.
26. 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.
27. The Promoter's decisions are final and no correspondence will be entered into.
28. The Winners will be notified by phone/email within two (2) days of the Determination Date.
29. 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 one (1) day of the Unclaimed Prize Determination Date.

PRIZES

30. The Prize is two (2) tickets for the Winner and one (1) Guest to WWE Super Show-Down held at the Melbourne Cricket Ground, Victoria on Saturday 6 October 2018, each ticket is valued at a maximum of \$132.55.

THE TOTAL PRIZE POOL FOR THIS PROMOTION IS VALUED AT A MAXIMUM OF \$1,590.60

31. All Prize values are correct as at 26 September 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.
32. If 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 is unavailable for any reason.
33. Prizes cannot be refunded or exchanged and, except as expressly permitted by these Terms and Conditions, cannot be taken as a monetary payment.

34. Unless expressly stated all other costs and expenses associated with taking the Prize (including but not limited to travel) become the responsibility of the Winner and their guest.
35. The Prize must be claimed by each Winner by the Unclaimed Prize Date. In the event that for any reason whatsoever a Winner does not take the Prize at the time stipulated by the Promoter, the Prize will be forfeited by that Winner.
36. 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.
37. 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.
38. 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.
39. If the Determination Date or Unclaimed Prize Determination Date is a public holiday, the determination will be conducted on the following business day.
40. The Prize cannot be used in conjunction with any other discounts or special offers.
41. Prizes will be awarded to the Winner in the Promoter's sole discretion.
42. Prizes including attendance to an event must be taken to coincide with that event. Prizes are only valid on 6 October 2018 and can only be redeemed in accordance with the Supplier's terms and conditions.
43. 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.

GENERAL

44. The Promoter reserves the right to take any action necessary in its sole discretion at any time.
45. 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.

46. If entry and continued participation in the Promotion is via Facebook, Entrants agree to act in accordance with the Facebook Statement of Rights and Responsibilities, available at <http://www.facebook.com/terms.php>.
47. 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.
48. 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.
49. 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.
50. 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.
51. 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.
52. 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.
53. 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.
54. Except for the Entry Material, all entries become the property of the Promoter.

PRIVACY

55. 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>).