

## STUDIO MAX – SNOW PATROL TERMS & CONDITIONS

### DEFINITIONS

1. The following definitions apply to these Terms and Conditions:

“**Closing Date**” means 27 July 2018 at 10:00hrs.

“**Commencement Date**” means 10 July 2018 at 10:00hrs.

“**Determination Date**” means 27 July 2018 at 11:00hrs.

“**Entrant**” means a person who enters the Promotion.

“**Facebook Page**” means the MAX official Facebook page, located at [www.facebook.com/MAXTV/](http://www.facebook.com/MAXTV/)

“**Guest**” means a guest or guests allowed to accompany a Winner where specified in the Prize.

“**Prize**” means the prize or prizes offered in the Promotion.

“**Promoter**” means Foxtel Management Pty Ltd ABN 65 068 671 938, of 5 Thomas Holt Drive, North Ryde, NSW 2113.

“**Promotion**” means this competition.

“**Promotion Period**” means the period between the Commencement Date and the Closing Date.

“**Relevant Parties**” means the Promoter and the agencies and companies that are associated with the Promoter or the Promotion.

“**Supplier**” means the supplier of the Prize.

“**Website**” means the MAX website, located at [www.maxtv.com.au](http://www.maxtv.com.au)

“**Winner**” means the Entrant who in the Promoter’s discretion has the winning entry and wins a Prize, including in the Unclaimed Prize Award

“**Unclaimed Prize**” means a Prize that has not been claimed or has been forfeited for any reason.

“**Unclaimed Prize Date**” means the date and time that the Promoter determines that the Prize is an Unclaimed Prize, being: 1 August 2018 at 10:00hrs.

“**Unclaimed Prize Award Date**” means the date and time that the Unclaimed Prize will be awarded to another Entrant by the Promoter, being: 1 August 2018 at 11:00hrs.

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

1. The Promotion is conducted by the Promoter.
2. The Promotion is a game of skill, and chance plays no part in determining the Winner.
3. 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.
4. All entry instructions and prize information published by the Promoter form part of these Terms and Conditions.
5. This Promotion will be advertised on the Facebook Page, the Website, Foxtel electronic direct marketing, through Foxtel on-air broadcasts and on Twitter and Instagram.
6. An Entrant is eligible to win the Prize if they:
  - a) are a permanent resident of Australia; and

- b) are over the age of 18; and
  - c) 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 Date; or
  - 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.
7. Entry to the Promotion commences on the Commencement Date and closes on the Closing Date.

### **ENTRY**

8. 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; and
  - d) answer the following question, in 25 words or less: "What makes you Snow Patrol's biggest fan?" (the "**Entry Question**").
9. 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.
10. Entrants may enter the Promotion multiple times over the Promotion Period, provided that each answer to the Entry Question is unique.
11. The 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.

12. 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.
13. 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)).
14. 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).
15. 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.
16. Entry via website or app is free. However, any costs associated with accessing a website or app in order to make their entry, are the responsibility of the person seeking access and are dependent on the service provider used.
17. Entrants must make their website or app entries manually. 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.
18. Should an Entrant's contact details change at any time between the date on which they enter the Promotion and the Unclaimed Prize Date, that Entrant must notify the Promoter of their correct contact details immediately.
19. 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 that the Promoter may request establishing eligibility to enter the Promotion, including but not limited to receipts, evidence of age, residence and identity.
20. 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.

21. Any entry that is made on behalf of an Entrant by a third party, or otherwise by proxy, will be invalid.
22. 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**

23. There will be one (1) Winner determined from all entries received during the Promotion Period. The Winner will receive the Prize.
24. 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.
25. The Promoter's decisions are final and no correspondence will be entered into.
26. The Winner will be notified by phone/email within two (2) days of the Determination Date.
27. All reasonable attempts will be made to contact the Winner. If the Prize is an Unclaimed Prize, it will be awarded to another Entrant on the Unclaimed Prize Award Date and will be conducted by the Promoter. The Winner of the Unclaimed Prize Award will be notified by phone/email within two (2) days of the Unclaimed Prize Award Date.

### **PRIZES**

28. The Prize consists of the following:
  - a) return economy flights for the Winner and one (1) Guest to Sydney Airport, NSW, from the closest capital city to the Winner's primary residence in Australia, valued at a maximum of \$3000.00;
  - b) one (1) night accommodation for the Winner and one (1) Guest at a minimum 3 star hotel in Sydney, (selected at the Promoter's discretion) ("**Hotel**"), valued at a maximum of \$500.00;
  - c) two (2) tickets for the Winner and one (1) Guest to the Studio MAX – Snow Patrol taping on Monday 6 August 2018 from 18:00hrs (AEST) taking place at Foxtel Management, 5 Thomas Holt Drive, North Ryde, NSW 2113 (the "**Taping**") plus the opportunity for the Winner and their Guest to attend a meet and greet with Snow Patrol at the Taping; valued at a maximum of \$200.00;
  - d) return transfers between Sydney Airport and the Hotel will be reimbursed into the Winner's nominated bank account, (upon the Winner producing receipt to the Promoter); capped at a maximum value of \$100.00; and
  - e) return transfers between the Hotel and the Taping will be reimbursed into the Winner's nominated bank account, (upon the Winner producing receipts to the Promoter); capped at a maximum value of \$100.00.

**THE TOTAL PRIZE POOL FOR THIS PROMOTION IS VALUED AT A  
MAXIMUM OF \$3,900.00.**

29. All Prize values are correct as at the Commencement Date 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.
30. 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.
31. The Prize cannot be refunded or exchanged and, except as expressly permitted by these Terms and Conditions, cannot be taken as a monetary payment.
32. Unless expressly stated all other costs and expenses associated with taking the Prize become the responsibility of the Winner.
33. The Prize must be claimed by the Winner by the Unclaimed Prize Date. All aspects of each Prize must be taken together as a package. 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.
34. 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.
35. 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.
36. 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.
37. 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.
38. If the Determination Date or Unclaimed Prize Determination Date is a public holiday, the determination will be conducted on the following business day.
39. The Prize cannot be used in conjunction with any other discounts or special offers.
40. Any cash component of the Prize will be issued to the Winner as a cheque in the Winner's name and crossed "not negotiable."
41. The Prize will be awarded to the Winner in the Promoter's sole discretion.
42. 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 guest/s 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.
43. Unless expressly stated, all costs and expenses associated with taking the Prize become the responsibility of the Winner and their Guest including but not limited to:
- 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) transport to/from an airport departure or return point;
  - h) any extra sightseeing or activities; and
  - i) all other incidental and ancillary costs incurred by the Winner and their Guest as a direct or indirect result of taking the Prize.
44. The Winner and their Guest must ensure that they have valid documentation for travel and, if the Winner and/or their Guest determine that travel insurance is required they will be responsible for arranging and paying for such travel insurance.
45. The Winner and their Guest are responsible for any amendment fees issued by airlines or suppliers once booking is confirmed and ticketed.
46. Prizes are subject to seasonal embargoes and hotel and flight availability at the time of booking. Itinerary may have to be adjusted.
47. If the Winner or their Guest is a resident of New South Wales, they will forfeit the domestic flight component of the Prize and no substitute prize will be offered.
48. Frequent Flyer points are not available for any of the flights included in the Prize.
49. Airline tickets included in the Prize cannot be used as part-payment of another airfare.
50. The Winner and their Guest must travel at the same time, including flights and accommodation.
51. 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. Unless expressly stated, the Winner and their Guest are responsible for transport to and from their residence to the Winner's nearest capital city airport.
52. The accommodation will be one (1) room to be shared by the Winner and their Guest.
53. 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.
54. The Promoter makes no representation as to the safety conditions or any other conditions that may exist at any destination.

55. Prizes including attendance to an event must be taken to coincide with that event. Prizes are only valid on 6 August 2018 and can only be redeemed in accordance with the Supplier's terms and conditions.
56. 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**

57. The Promoter reserves the right to take any action necessary in its sole discretion at any time.
58. 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.
59. 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>.
60. 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.
61. 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.
62. The Winner acknowledges that the Prize may be subject to additional terms and conditions imposed by third parties. The Winner and Guest must become acquainted with any such additional terms and conditions prior to taking the Prize and the Winner and Guest agree to be bound by such terms and conditions. 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.
63. 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.
64. 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.
65. 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.
66. 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.
67. Except for the 'Entry Material, all entries become the property of the Promoter.

## **PRIVACY**

68. 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>).