

## Terms and Conditions

### WIN A TRIP TO LA to the Nickelodeon Kids' Choice Awards 2019

#### **General**

1. Information on how to enter and prizes form part of the Terms and Conditions. Entry into this competition deems acceptance of these Terms and Conditions.
2. To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.

#### **Who can enter**

3. Entry is open to ALL residents of Australia except employees and immediate families of the Promoter, associated companies and agencies and participating outlets including the prize supplier, Nickelodeon Australia Management Pty Ltd (Prize Supplier). Immediate family means any of the following: spouse, ex spouse, defacto spouse, child or step child (whether natural or by adoption), parent, step parent, grandparent, step grandparent, uncle, aunt, niece, nephew, brother, sister, step brother, step sister or 1st cousin. The Promoter is Pacific Magazines Pty Ltd, 8 Central Ave, Eveleigh NSW 2015 (ABN 16 097 410 896).
4. All entrants may enter as many times as they like but only one prize will be awarded per person.
5. All entrants under the age of 18 must obtain the prior permission of their legal parent or guardian over the age of 18 to enter. The parent or guardian may be called to verify consent and may be required to sign a release at the discretion of the Promoter. The release will also require the winner's parent or guardian to accept responsibility for the acts and forbearances of the winner. The release must include the full name, address and telephone number of the winner's legal guardian. Failure to provide such proof, particulars or releases will immediately invalidate the winner's entitlement to the prize, subject to State and Territory legislation. A guardian must sign the release form for the winner to be permitted entry.
- 6.
7. Where the prize involves driving, travel or an event, winners and any companions under the age of 18 must be accompanied by their parent or legal guardian at all times. The major winner's companion must be the prize winner's parent or legal guardian. Winner companions may be accompanied by the prize winner's parent or legal guardian as a chaperone, provided always parents and legal guardians of children under 18 years of age attending the Event, complete relevant and required forms.

#### **How to enter**

8. Enter by telling us in a 60 seconds or less video, your answer to the question posed at [www.girlfriend.com.au](http://www.girlfriend.com.au) 'Why should Girlfriend send you to be their special reporter at the Nickelodeon Kid's Choice Awards?' .
9. Enter an original submission via the internet at [www.girlfriend.com.au](http://www.girlfriend.com.au) and provide either a link to Instagram (public profile) or youtube URL of your answer.
10. Entries must include all requested contact details and be 60 seconds or less in order to be eligible to win. Each entry must be unique and received by the Promoter prior to the competition close date and time.
11. Entrants may only enter in their own name. Incomprehensible, illegible, and incomplete entries will be deemed invalid. All entries, including photographs and or video's, become the property of the Promoter and cannot be returned.

#### **When to enter**

12. The competition commences on **01/02/19** at **12:00** AEDT and closes on **06/03/19** at **15:00** AEDT. The winner will be the best valid entry as judged by the judging panel, having regard to skill, creativity and originality, at the Promoter's premises on **06/03/19** from **15:00** AEDT. The Promoter may select additional entries to be used as replacements in the event that the first entrant chosen as a winner cannot satisfy these Terms and Conditions or take a prize.
13. The winner will be notified by email and their names will be published online at [www.girlfriend.com.au](http://www.girlfriend.com.au) on **07/03/19**.
14. Prize must be taken on 20/03/2019 – 25/03/2019, representing the time period for the scheduled Nickelodeon Kids' Choice Awards 2019 (Event).

#### **Prize on offer**

15. Total prize valued (up to) **\$16,000.00**, as at **16/01/19**. **One (1)** winners will receive:

- 1 x Trip to the Nickelodeon Kids' Choice Awards in Los Angeles in March 2019, consisting of:
  - (a) 4 x return economy airfares from the winner's nearest Australian capital city to Los Angeles, USA (valued up to \$7,000);
  - (b) 5 nights' accommodation in a standard Hotel room (no less than 3.5 star and based on 4 people sharing one room); (valued up to \$7,000);
  - (c) 4 x tickets to the Nickelodeon 2019 Annual Kids' Choice Awards to be held in Los Angeles in March 2019 at a date to be confirmed by the Promoter and the Prize Supplier (scheduled 23/03/2019) (valued up to \$500 plus money can't buy);
  - (d) return transfers from Los Angeles Airport to the Hotel for 4 people (valued up to \$500); and
  - (e) tour of Universal Studios and related activities (scheduled for 22/03/2019) (valued up to \$1,000).
- 16. If the Promoter is unable to contact the winner to claim fulfilment of the promotional prize or if the winner is unable to attend any element of the prize, that winner will forfeit the prize in its entirety and it shall be awarded to the next runner up in the promotion. The Promoter will not be liable for a winner who cannot be contacted, including incorrect personal details supplied, and therefore forfeits their prize and no correspondence will be entered into by the Promoter.
- 17. Prize must be accepted by close of business on **07/03/19**. In the event a winner does not take the prize by the time stipulated, then the entire prize will be forfeited by the winner and cash will not be awarded in lieu of the prize.
- 18. **The winner also commits to attending all aspects of the prize itinerary and supplying the Promoter with all photos and information on the Event as reasonably requested.**
- 19. In the event that for any reason whatsoever a winner does not take an element of the prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that element of the prize.
- 20. The Promoter makes no guarantee that the celebrities, actors and/or production staff associated with the prize will be present during the visit and at the Event. Even if those people are present, the winner will not necessarily meet with any of them. Travel must be taken to coincide with the timing of the prize, on a date to be determined by the Promoter and Prize Supplier. During the visit the winner must abide by, and ensure his or her companions abide by all reasonable requests of the Promoter and Prize Supplier a. Failure to comply may result in immediate and unconditional removal of the winner from the Event premises. All entrants agree that if they win the prize, they will not, and their companions will not, sell or otherwise provide their story and/or photographs to any media or other organisation, including the internet. Photographs will be allowed only at the discretion of the Event venue, Prize Supplier, program producers and Event celebrities.

#### **Special Holiday Terms and Conditions**

- 21. This prize is subject to availability at the time of booking and cannot be taken during Australian school holiday periods, Australian public holidays or long weekends.
- 22. Winner must be able to travel departing on 20/03/2019. The winner must also be flexible on the date arriving back in Australia which will be decided by the Promoter. Should the winner be unable to comply with this clause, the prize will be deemed to be forfeited by the winner.
- 23. This prize is not valid with any other offer, is not transferable or redeemable for cash and must be taken intact. If not utilised within the aforementioned time frame the prize will be forfeited and no extensions will be granted. If lost or misplaced, vouchers will not be replaced.
- 24. Food, beverages and incidental expenses will be at the expense of the prize-winner unless otherwise stated
- 25. In the event a winner does not take the prize by the time stipulated, or is unable to attend on a departure date, then the entire prize will be forfeited by the winner and cash will not be awarded in lieu of the prize.
- 26. Where the prize involves driving, travel or an event, winners and any companions under the age of 18 must be accompanied by their parent or documented legal guardian over the age of 18 at all times.
- 27. Flight portion of the prize is not available to the winner if they reside in the same state of the prize event.
- 28. Unless expressly stated in these Terms and Conditions all other expenses are the responsibility of the winners (and their companions) including but not limited to current passports, visas, flight upgrades, meals, spending money, transport to and from departure and arrival points, transfers, drinks, incidentals, mini-bar, laundry, room service, telephone calls, activities, gratuities, services charges, travel insurance, pre and post accommodation, optional activities or excursions and all other ancillary costs. A credit card imprint or cash deposit may be

- required from the winner or their parent/guardian at check-in to the hotel, for all incidental charges. Holidays are subject to flight and booking availabilities. Travel insurance is not included in the prize but is highly recommended.
29. By entering this competition, and by collecting a prize, the winner acknowledges and accepts that driving, travel and any other activities comprising the prize, are inherently dangerous and may result in death, injury, incapacity, damage to property or other losses. The Promoter is not responsible for any acts of god, such as adverse weather conditions or industrial action or civil commotion that may occur whilst the winner is travelling. It is the responsibility of the prize-winner to enquire about local issues and conditions at destinations prior to travel. The Promoter does not guarantee that the winner will enjoy the travel prize or be suited to the type of travel prize that is offered.
30. Accommodation will be a standard room. Travel arrangements to and from the winner's home and their nearest capital city airport do not form part of the prize unless expressly stated in these terms & conditions and are the responsibility of the winner and their travelling companions. Eligible Australian capital cities include Sydney, Melbourne, Brisbane, Darwin, Hobart, Adelaide, Canberra and Perth. The winner must travel on the same flights and itinerary as their travelling companions. The travel prize cannot be used as part payment for another airfare package. Frequent flyer miles cannot be accrued on this prize. Flights and accommodation are subject to availability at the time of booking and cannot be exchanged for other destinations. Travel restrictions & blackout dates apply. Prizes cannot be taken during peak periods or school holidays, and winners must provide all suppliers with a minimum of 21 days advance notice of intention to travel. Embargo restrictions apply during certain periods. Bookings are subject to conditions & availability (including but not limited to capacity limitations and other restrictions).
31. Compliance with any health or other government requirements, including but not limited to passport, visa and immunisation requirements, is the responsibility of the prize winner and their travel companions. All prize travel will be subject to the carrier's General Conditions of Carriage. The Promoter and carrier make no representation as to the safety, conditions or other issues that may exist at any destination. International travel advice can be obtained from various sources, including local government, local consular offices and the web site of the Australian Department of Foreign Affairs and Trade at [www.smartraveller.gov.au](http://www.smartraveller.gov.au). Prizes for travel for a particular event or attraction must be taken to coincide with the event or the times and dates during which the attraction is available.
32. Winner and any travelling companions are responsible for ensuring they have all necessary travel insurance to travel to the relevant place(s). The Promoter is not responsible for the cancellation, delay or rescheduling of any part of a travel or accommodation component of Prize and any costs incurred by Winner or any travelling companion as a result (including accommodation costs) will be the responsibility of the Winner.

#### **Further Terms and Conditions**

33. The Promoter reserves the right to amend these Terms and Conditions if this competition cannot be run as originally planned. The Promoter may also cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affect the administration security, fairness, integrity or proper conduct of this competition. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition.
34. The Promoter and their associated agencies and companies will not be liable or responsible for any problems or technical malfunction of any telephone network or lines, computer on line systems, servers, or providers, computer equipment, software, technical problems of the phone or of any phone network, or any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur; whilst undertaking any travel won on or connected with their entry; in the participation in any prize; as a consequence of late, lost or misdirected mail, email SMS or phone call; due to the broadcast of any program relating to the competition or the publication of any material, including any statements made by any compere, staff member, journalist, other entrants or any other person; any injury or damage to entrant's or any other person's computer software or phone; or any combination thereof, related to or resulting from participation or sending or receiving of any communication or of any materials in this competition.
35. All entrants must submit ONLY their own original answers, designs and works. Any such answers, designs or works cannot be previously published in any forum worldwide. All entries become the property of the Promoter and cannot be returned. Entries that are found to have been derived from the designs and/or work of a third party will be considered invalid and, if awarded a prize, that prize must be returned to the Promoter and forfeited. The winner may be required to sign a statutory declaration regarding the originality of the entry. Without limiting the generality, the Promoter and Prize Supplier reserve the right to take legal action against anyone found to have breached this term. The Promoter & Prize Supplier reserves the

right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter and Prize Supplier's legal rights to recover damages or other compensation are reserved.

36. Any entrant found to have (a) be used any form of software or third party application to enter multiple times (including scripting software), (b) used a third party (including online competition entry site) to enter on their behalf or (c) entered incorrect contact details, including incorrect email contact details, will have all entries invalidated and any claim to the Prize will be invalidated. If such an entrant is awarded the Prize and then found to have breached this clause, the entrant must immediately return the Prize to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
37. If the prize (or an element of the prize) is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize (or an element of the prize) for a prize of equal or greater value, subject to State Regulation. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
38. The Promoter highly recommends a current residential street address be provided when requested for ease of correspondence and potential prize delivery. The Promoter makes all reasonable efforts to deliver prizes to the addresses provided by competition entrants. The Promoter cannot guarantee that any prizes returned to the Promoter due to non-delivery at the provided address will be re-sent to the prize winner.
39. The Promoter reserves the right to request winners to sign a winner's deed of release or any other relevant forms or agreements that the Promoter deems necessary, to provide proof of identity, proof of age, proof of residency at the nominated prize delivery address and/or proof of entry validity (including phone bill) in order to claim a prize. Proof of identification, residency, age and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
40. The Promoter reserves the right to rejudge in the event of an entrant, claiming to be a winner, being unable to satisfy these Terms and Conditions.
41. The judges' decision in relation to any aspect of the competition is final and binding on each person who enters. Chance plays no part in determining any winner. No correspondence will be entered into. No responsibility is accepted for late, lost or misdirected entries. Prizes are subject to availability, not transferable or exchangeable and, with the exception of cash prizes, cannot be taken as cash. Prizes will be sent to the winner's nominated address as stated in their original entry. The Promoter and their associated agencies, and companies associated with this promotion will take no responsibility for prizes damaged or lost in transit.
42. Nickelodeon's 2019 Annual Kids' Choice Awards will be hosted by Viacom International, Inc and their representatives. Entry to Nickelodeon's 2019 Annual Kids' Choice Awards may be subject to the host and venue operator's conditions of entry. Any refusal of entry to the venue by or on behalf of the host or venue operators will be at the venue operator's sole discretion and no alternative prizing will be awarded in the case of refusal of entry. Event attendees who are intoxicated or under the influence of any illicit substance will be refused entry and may be removed from the premises. Winner and guest acknowledge that filming may take place at the event and by entering this competition each agrees that representatives of Viacom International Inc or any affiliates or subsidiaries may record, reproduce, publish, adapt, communicate or otherwise use the winner and their guest's performances, names, voices, and likeness for the purposes of creating or producing any television program or other audio, visual and/or audio-visual material and for advertising and publicity purposes in any media throughout the world in perpetuity without needing to provide additional compensation. Where the winner or guest has any moral rights in such materials, each agrees to consent to such use of the materials that but for that consent may amount to a breach of those moral rights. It is a condition of accepting a prize that the winner agrees to participate in and cooperate with all reasonable media editorial requests, including but not limited to, being interviewed, photographed and filmed and the winner grants the Promoter and Viacom International Inc or any affiliates or subsidiaries a perpetual, non-exclusive license to use such footage and photographs in all media worldwide and the winner will not be entitled to any fee for such use. The inclusion of any such footage or photographs (including but not limited to creative control of the feature) will remain with the Promoter at all times. It is a condition of accepting the prize that the prize winner(s) (and their companions) may be required to sign a legal release in

a form determined by the Promoter and Prize Supplier in its absolute discretion. Prize Winners and their guests acknowledge some activities in connection with the prizes may involve exposure to artificial slime. Nickelodeon Australia Management Pty Ltd and the Promoter accept no responsibility for any additional costs that may be associated with such exposure, including any loss, damage or injury incurred by a Prize Winner or their guests, except for any liability which cannot be excluded by law.

**Copyright, Statutory guarantees, Waiver and liability**

43. All entries and any copyright subsisting in the entries become and remain the property of the Promoter who may publish or cause to be published any of the entries received. Pacific Magazines Pty Ltd (ABN 16 097 410 896) and its related entities ("Pacific"), is collecting your personal information for the purpose of conducting and promoting this Competition, including for the purpose of identifying and notifying winners and understanding our audiences and for prize fulfilment, will share your personal details with the Prize Supplier. Pacific will otherwise handle your personal information in accordance with Seven West Media's Privacy Policy which is available on our website at <http://www.sevenwestmedia.com.au/privacy-policies> (and which contains information regarding how you can access your personal information, correct it and/or make a complaint about our handling of your personal information). By providing your personal information, you agree to the terms of the Privacy Policy. Without limiting the foregoing, Pacific may disclose the entrant's personal information to its related entities, business partners and external service providers for research and profiling purposes as well as other purposes reasonably related to the entrant's relationship with Pacific. In addition, by entering this competition, you consent to Pacific using your personal information for the purpose of Pacific and its related entities sending you information regarding programs, products and services available through them and/or through their business partners, and to Pacific from time to time sharing your personal information with carefully selected business partners for the purpose of them sending you such information directly. We will always provide you with the ability to opt out of those communications.
44. In receiving the prizes, the winner and companions agree to participate and co-operate as required in all editorial activities relating to the Competition, including but not limited to being interviewed and photographed by the Promoter and Prize Supplier. The winners (and their companions) agree to granting the Promoter and Prize Supplier a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide, including online social networking sites, and the winners (and their companions) will not be entitled to any fee for such use.
45. Prize winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of that prize.
46. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) and Prize Supplier exclude all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
47. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) and Prize Supplier is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or Entrant; or (f) use of a prize.