

## Android Promotion – “What do you love about the south-west?”

### THESE CONDITIONS FORM PART OF THE PROMOTIONAL CONDITIONS FOR THE “What do you love about the south-west?” COMPETITION

#### 1. Promotion Summary

The “What do you love about the south-west?” competition to commence on Friday, November 2 and runs until midday, Friday, November 9, 2012.

#### 2. CONDITIONS OF ENTRY (“THE RULES”)

a) Information on how to enter and prizes form part of these Conditions of Entry. Entries not completed in accordance with the Conditions of Entry or received after close of entry will not be considered. Incomplete entries will be disregarded. The Promoter’s decision in relation to any aspect of the promotion is final and binding on every person who enters. No correspondence will be entered into.

b) Entry is open to all persons of Australian residence, except for Employees of *The Standard*, Rural Press Printing, Fairfax Media Limited, competition sponsors, their immediate families and associated agencies are ineligible to enter. Entrants under the age of 18 years, must have prior consent to enter from their parent or Legal Guardian.

c) All times are AEST and AEDST during daylight savings periods. No entries will be accepted after **Midday on the Tuesday, November 9<sup>th</sup>**. The winners will be determined as per conditions listed here. All winners will be notified in writing and will be published in *The Standard*.

#### 3. Promotion Entry Details

- a) To enter participants must download *The Standard* Android App in the Google Play Store. From Friday, November 2 until Friday, November 9 *The Standard* will accept answers from the “What do you love about the south-west?” assignment, the answer deemed to be the most creative will be chosen as the winner.
- b) Entries received after 12 noon on Friday, November 9, 2012 will not be valid.
- c) The winner and their companions will be provided with documentation to enable them to make arrangements with the sponsoring organisation to receive their prize.
- d) If the prize or any part of the prize becomes unavailable for reasons beyond the Promoter’s reasonable control, the Promoter will endeavour but is not obliged to provide a substitute prize of equivalent value.

#### 4. Promotion Prize Details

- a) The winner will receive a Samsung Galaxy Tablet 8.9 4G and a tour of the Telstra Experience Centre. Please note that prize is for device only and does not include internet account or connections.
- b) The Promoter will choose one (1) entrant from all valid entries registered in the Draw Period. A total of one (1) entrant will be called.
- c) The Promoter reserves the right to draw additional reserve entries (and record them in order), in the event that an invalid entry is drawn or an entrant drawn is ineligible.
- d) The Promoter reserves the right to request that winners provide proof of identity. Identification considered suitable for verification is at the discretion of the Promoter.
- e) Any prizes are non-transferable, not exchangeable nor redeemable for cash.

## 5. GENERAL

- a) In the event of unforeseen circumstances, war, terrorism, state of emergency or disaster (including but not limited to natural disaster) the Promoter reserves the right to subject to reference to all relevant state and territory rules and regulations, to cancel, terminate, modify or suspend the promotion.
- b) If a medical circumstance in some way restricts your ability to enter the competition through the required mechanic, you are still eligible to enter however you must briefly state your circumstances upon entry.
- c) In the event that for any reason whatsoever the prize winner does not take the prize or an element of the prize at the time stipulated by the Promoter, then the prize or that element of the prize will be forfeited by the prize winner and cash will not be awarded in lieu of the prize or that element of the prize.
- d) Any extension to the duration of the prize or any variation of Tours available is at the winner's sole expense and is subject to availability at the time of booking
- e) All prizes must be taken as offered. Prizes, or any unused portion of a prize, are not transferable or exchangeable. Prizes are valued in Australian dollars. The Promoter accepts no responsibility for any variation in the prize value. Prize winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of their prize. In the event that a portion of the prize is awarded to the winner in the form of a voucher / ticket / pass/ letter, redemption of that portion of the prize will be subject to the terms and conditions stipulated on the voucher / ticket / pass/ letter. The Promoter will not be liable for any voucher / ticket / pass/ letter that has been lost, stolen, forged, damaged or tampered with in any way. Redemption of the prize subject to the standard terms and conditions and guidelines of the service provider. Failure to follow the standard rules and guidelines presented will result in the winner forfeiting their right to participate in the said activity.
- f) If the winner is under the age of 18 years, the prize will be awarded to the winner's parent or legal guardian on behalf of the winner. It is the responsibility of the winner's parent/legal guardian to prove their parental status/ legal guardianship at the time of winner notification. In the event that for any reason whatsoever a person/s mistakenly represents themselves to be a winners parent and/or legal guardian, then that person will be liable for all costs associated with relocating and/or re-awarding the prize (including but not limited to and administrative fees incurred by the Promoter). Where relevant the Promoter is only responsible for ensuring that the prize is awarded to a person who is either a parent or legal guardian of the winner. The Promoter is not responsible for determining any other delivery details or taking direction that relates to any ongoing family law negotiations and/or determinations. These are the responsibility of the winner and their respective parent/s and/or legal guardian/s.
- g) It is a condition of accepting a prize that the winner agrees to be interviewed, photographed and filmed at any time during the acceptance of the prize by the Promoter or their agents for a story or feature on this promotion to be developed and featured as part of the Fairfax network (or any other form of media it deems suitable) without further remuneration or reference to the participant. Details may feature as part of the Fairfax Network on a date to be determined by the Promoters. The inclusion of any such feature (including but not limited to creative control of the feature) will remain with the Promoter at all times.

- h) Entrants agree that they may be interviewed, photographed and/or filmed at any time during their participation in the promotion. Entrants acknowledge that although there is no obligation upon the Promoter to use such recording(s), images or footage, if the Promoter elects to do so, the winner consents to the Promoter using their name, image, likeness and/or voice in any media for the purpose of promoting this competition, (including any outcome), or the Promoter itself, for an unlimited period of time without remuneration.
- i) All entries become the property of the Promoter. The collection, use and disclosure of personal information in connection with this promotion are governed by the Promoter's Privacy Notice available from Fairfax Regional Media and these Conditions of Entry. The Promoter may use information it collects in relation to you to provide you with information regarding further offers, promotions or goods and services provided by the Promoter and/or the Promoter's partners and sponsors. The Promoter may also disclose information about you to its service providers to enable the Promoter to provide you with services. Your personal information may be disclosed to State and Territory lottery departments and winners' names published as required under the relevant lottery legislation. You consent to the Promoter's use and disclosure of information about you as contemplated by this condition. To remove your information from the Promoter's records, please send an email to [rhoy@standard.fairfax.com.au](mailto:rhoy@standard.fairfax.com.au) with your name, mobile phone number and your request to cancel the service. If you wish to update or modify your details, please email [rhoy@standard.fairfax.com.au](mailto:rhoy@standard.fairfax.com.au) with your name, mobile phone number and your request to update or modify your details.
- j) To the full extent permitted by law, The Promoter will not be liable to you in respect of any claim for any loss or damage whatsoever (including, without limitation, any consequential, indirect, special, punitive or incidental damages) or for any personal injury suffered by you as a result of or in connection with the Promoter's provision of the Service. Certain legislation may imply warranties or conditions or impose obligations (collectively Provisions) in relation to the Promoter's provision of services to you which cannot be excluded, restricted or modified except to a limited extent. If those Provisions apply, to the extent that the Promoter is entitled to do so, the Promoter's limits its liability in respect of any claim under those Provisions to, at the Promoter's option, the supply of the relevant services again or the payment of the costs of having the services supplied again.
- k) The Promoter is *The Standard*, 575 Raglan Parade, Warrnambool, 3280. You can contact the Promoter in relation to the promotion by mail to this address or by telephone to 03 5563 1800.
- l) Authorised under permit numbers: N/A
- m) Without limiting any other release or limitation of liability contained in the Conditions, the Associated Entities will not be liable for any indirect or consequential loss suffered by any Entrant caused by any acts or omissions of the Associated Entities, their directors, employees, agents and contractors arising out of or in relation to the prize / s.