

Terms & Conditions: Subscribe to Win Competition

1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this Promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to residents of Australia and New Zealand, who purchase a subscription to Breathe Magazine Australia during the entire Promotional Period. Entrants under the age of 18 years must have prior parental or legal guardian consent to enter. Employees (and immediate families) of Lovatts Media and agencies associated with this Promotion are ineligible to enter.
3. The Promotion commences on 20 December 2016 and closes midnight (AEST) on Wednesday 5 April 2017. The winner will be chosen at 10:00 AM (AEST) on Friday 7 April 2017 at Lovatts Media offices, 221 Mann St, Gosford, NSW 2250. The Promoter's decision is final and no correspondence will be entered.
4. To enter individuals must, during the Promotional Period, purchase a 1-year print subscription or a 2-year print subscription to Breathe Magazine Australia. Digital only subscriptions will not be valid for entry into the promotion. A valid entry is subject to verification of the credit card or, if payment is made by cheque, the cheque must be cleared for payment by the close date of the promotion. To be eligible, participants will be required to provide their name, address, postcode, telephone number, and email address.
5. Entrants who respond to a personal invitation to subscribe may also be eligible to receive double the standard number of entries for their subscription.
6. The winners will be determined by draw. The first 5 valid entries selected for the competition will win an all-day Endota Spa Package valued at \$550 which can be used at any participating Endota Spa location. Total prize pool is valued at \$2,750. Choice of date is dependent on Endota Spa availability. The prize does not include flights, transfers or transport to the Endota Spa location. Any winner residing in New Zealand or the Northern Territory will receive an equivalent spa experience in their home state.
7. The Promoter (Lovatts Media) reserves the right, at any time, to verify the validity of entries and to disqualify any entrant who submits an entry that tampers with the entry process or is not in accordance with these Terms and Conditions. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
8. The winners will be notified initially, if possible, by phone or email, within 48 hours of judging and the winners' details will be published on www.breathemagazine.com.au. A written confirmation will be sent to the winners at the registered subscription billing address.
9. The name of the winners may be published and the winners shall participate in any publicity activities regarding the Competition if requested by the Promoter.
10. The Promoter and any companies associated with this competition accept no responsibility for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained as a consequence of the prize except for any liability which cannot be excluded by law.
11. Unless expressly stated within these Conditions, all expenses incurred in relation to the prize (including tax implications) are the responsibility of the winners.
12. Prize values are correct at time of printing/submission; no responsibility is accepted for any variation in the value of any prizes.
13. In the event that for any reason whatsoever a winner does not take the prize at the time stipulated by the Promoter, then the winner will forfeit the prize and cash will not be awarded in lieu of the prize.

14. In the event of any unclaimed prizes a second judging will be held 3 months after the original prize draw at the same time and place as the original draw and a winner/s chosen. The winner/s from this judging will be notified in the same manner as set out in clause 6 of these Terms and Conditions.

15. Any cost associated with accessing the promotional website is the responsibility of entrants and is dependent on the Internet Service Provider used.

16. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia and New Zealand ("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) 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 the Promotion.

17. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any Entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Promotion, as appropriate.

18. As per the provisions of the New Zealand Privacy Act, all personal details of New Zealand entrants will be stored at the office of the Promoter. A request to access, update and correct any information should be directed to that office.

19. The Promoter is: Lovatts Media, Level 4, 221 Mann St, Gosford, NSW 2250 Australia. ABN 99 003 314 681.

20. Authorised under Permit Number NSW LTPS/16/1023.