

Terms & Conditions – Breathe Magazine Event Giveaway
Breathe Magazine Memory Walk Hunter Valley Promotion
GAME OF SKILL

TERMS AND CONDITIONS

By entering the 'Breathe Magazine Memory Walk Hunter Valley Promotion', you are agreeing to the following terms and conditions:

1. STANDARD TERMS

1.1 Information on how to enter forms part of the terms of entry. Entry into the promotion is deemed acceptance of these conditions of entry.

2. WHO CAN ENTER

2.1 Subject to clause 2.2 entry is open to all residents of Australia and New Zealand who are legally allowed to use social media sites including but not limited to Facebook, Instagram and Twitter.

2.2 Directors, management, employees and their immediate families of Lovatts Media Pty Ltd (Lovatts Media) and their associated agencies and companies are not eligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether by natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.

3. HOW TO ENTER

3.1 The competition commences on Sunday 21 May, 2017 at 00:01AM (AEST) and concludes on Sunday 21 May, 2017 at 23:59PM (AEST) ("the Competition Period").

3.2 To enter the competition, readers need to:

- Take a photo with the Breathe wings
- Upload their photo to Instagram or Facebook and tag Breathe Magazine
- Use the social hashtag #breathemagazineau

3.3 Entrants (including the winners) in the competition may enter as many times as they like.

3.4 The time of entry will, in each case, be the time that the entry is received by Lovatts Media's social media accounts including but not limited to Facebook, Instagram and Twitter.

3.5 The Promoters, their agents, affiliates or representatives will not be liable for any late, lost or misdirected entries.

3.6 Incomprehensible, explicit or incomplete entries will be deemed invalid.

4. HOW TO WIN

4.1 Each entrant who has entered the competition over the Competition Period and registered all details in accordance with clauses 2 and 3 will be entered into the prize draw. The judging will take

place at Lovatts Media, Level 4, Suite 1, Gateway Centre, 221 Mann Street, Gosford NSW 2250, on Monday 22 May at 11:00AM (AEST).

4.2 The major prize winner (one) will be the selected from all valid entries received over the Competition Period. The winner will be deemed by the judge of the competition to have the most unique and creative entry as posted on the listed social media pages (clause 3.2).

4.3 The major prize winner will be notified by phone or mail within 5 days of the judging period. The major winner will have their name published on breathemagazine.com.au.

4.4 The Promoters' decision in relation to any aspects of the competition is final and the Promoters will not enter any correspondence regarding the result.

4.5 It is a condition of accepting the prize that the winners may be required to sign a legal release or a non-disclosure statement in a form determined by the Promoters in its absolute discretion.

4.6 The Promoters reserve the right to request the winner to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity (including phone bills) in order to claim the prize. Proof of identification, residency and entry considered suitable for verification is at the discretion of the Promoters. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

4.7 The Promoters reserve the right to verify the validity of entries and to disqualify and remove any entry which, in the opinion of the Promoters, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these terms and conditions or entry, or who has, in the opinion of the Promoters, engaged in conduct in entering the promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the promotion and/or Promoters. The Promoters reserve the right to disqualify a winner if the Promoters become aware that the winner and/or the winner's entry is of a type described in this clause.

4.8 Subject to any written directions given, an unclaimed prize draw will take place at Lovatts Media, Level 4, Suite 1, Gateway Centre, 221 Mann Street, Gosford NSW 2250, on Monday 19 June at 10:00AM (AEST). The winner will be notified via phone, mail and their details will be published on breathemagazine.com.au by Friday 23 June 2017.

PRIZES

5.1 One major prize winner will receive a 1 year subscription to Breathe Magazine Australia.

The prize is valued at \$69.00 incl. GST

5.2 Prize includes taxes and surcharges. The prize must be taken as offered and cannot be sold, bartered or exchanged for cash. Prize is non-transferable.

5.3 The winner and their guest will be subject to, and must abide by the terms and conditions of any third parties, including but not limited to the venues the winner/s will attend. Any breach of such terms and conditions may affect the ability to receive benefits of the prize. In that case, such benefits will be forfeited.

5.4 Prizes cannot be transferred, exchanged or redeemed for cash. In the event that the winner does not take the prize in the time stipulated, then the prize will be forfeited by the winner and cash will not be awarded in lieu of the prize. Prizes must be taken as offered and cannot be varied. All

elements of the prize must be taken together. Any unused portion of the prize is not-transferrable, non-refundable and non-redeemable for other goods or services and cannot be taken to cash.

5.5 The Promoters accept no responsibility for any variations in the value of the prize as quoted in these terms and conditions. In the event that the prize components as listed cannot be offered at the time of fulfilment, at the fault of the promoter a replacement prize will be offered of equivalent value (at the discretion of the promoters).

5.6 In participating in the prizes, the winner agrees to participate and co-operate as required in all editorial activities relating to the promotion, including but not limited to being interviewed and photographed. The winner grants the Promoters a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide and the winner (and their travelling companions) will not be entitled to any fee for such use.

5.7 The winner agrees that they will not sell or otherwise provide their story and/or photographs to any media or other organisation.

6. NO LIABILITY

6.1 The Promoters shall not be liable 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 in connection with any prize/s except for any liability which cannot be excluded by law. Neither are the Promoters responsible for any incorrect or inaccurate information, either caused by the entrant or for any of the equipment or programming associated with, or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition, including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite failure, theft or destruction or unauthorised access to, or alteration of, entries, and reserves the right to take any action that may be available.

6.2 If for any reason, this competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the reasonable control of the Promoters, which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion, the Promoters reserve the right, in its sole discretion, to disqualify any individual who tampers with the entry process, take any action that may be available and to cancel, terminate, modify or suspend the competition subject to any written directions given under State Legislation.

6.3 Except for any liability that cannot be excluded by law, the Promoters (including its officers, employees and agents) excludes all liability (including negligence) for any personal injury or loss or damage (including loss of opportunity) whether direct, indirect, special or consequential, arising in any way out of the promotion, including but not limited to, where arising out of the following:

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 receipt by the Promoters) due to any reason beyond the reasonable control of the Promoters.

d) any variation in prize value to that stated in these conditions of entry;

- e) any tax liability incurred by a winner or entrant;
- f) the broadcast of any program relating to the competition or the publication of any material, including statements made by any compere, staff member, journalist, other entrants or any other person; and/or
- g) participation in the prize.

6.4 Once prizes have left the Promoters' premises, the Promoters and their associated agencies take no responsibility for prizes damaged, delayed or lost in transit.

6.5 The Promoters reserve the right, in their sole discretion, to disqualify any individual who the Promoters have 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 Promoters' legal rights to recover damages or other compensation from such an offender are reserved.

7. PRIVACY CONSENT

7.1 To provide you with this promotion, the Promoters need to collect personal information about you and access your social media profile/s and personal details attached to such profiles. If you do not provide the information requested, the Promoters may not be able to provide you with the promotion entry.

7.2 Each entrant agrees that subject to the Privacy Act, the Promoters or its agents may do the following:

- a) transfer personal information confidentially to the Promoters or other organisations that provide services in relation to this promotion;
- b) disclose personal information to State and Territory lottery departments;
- c) publish the winners' names as required under applicable law; and/or
- d) use the prize winners' personal information in any media for publicity purposes associated with the promotion without any further payment or other compensation, unless the prize winner otherwise notifies the Promoters at the time of accepting the prize.

7.3 Entry details remain the property of the Promoters, and their related entities and are collecting the entrant's personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying winners). The entrant may request access to his or her personal information by writing to Breathe Magazine Marketing and Communications Manager at Lovatts Media, Level 4, Suite 1, Gateway Centre, 221 Mann Street, Gosford NSW 2250.

8. PROMOTER'S DETAILS

8.1 The Promoters are Lovatts Media Pty Ltd (ABN 99 003 314 681) Level 4, Suite 1, Gateway Centre, 221 Mann Street, Gosford NSW 2250.

8.2 This competition is a game of skill, with each entry being assessed on a basis of creative and originality at the discretion of the judge/promoter.