

## Terms & Conditions: Breathe Summer Special Giveaway

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 who:

- like Breathe Magazine Australia's Instagram handle @breathemagazine\_australia ([https://www.instagram.com/breathemagazine\\_australia/?hl=en](https://www.instagram.com/breathemagazine_australia/?hl=en))
- like the Breathe Summer Special social media post on the Breathe Magazine Instagram feed
- Tag a friend in the Breathe Summer Special social media post on the Breathe Magazine Instagram feed

Employees (and immediate families) of Lovatts Media and agencies associated with this Promotion are ineligible to enter.

3. The Promotion commences on Monday 26 November 2018 12:01pm (AEDT) and closes Monday 3 December 2018 at 11:59am (AEDT). The winner will be drawn on Tuesday 4 December 2018 at 11:00am (AEDT) at Lovatts Media offices, 100-102 The Esplanade Terrigal, NSW 2260. The Promoter's decision is final and no correspondence will be entered.

4. To enter individuals must, during the Promotional Period

- like Breathe Magazine Australia's Instagram handle @breathemagazine\_australia ([https://www.instagram.com/breathemagazine\\_australia/?hl=en](https://www.instagram.com/breathemagazine_australia/?hl=en))
- like the Breathe Summer Special social media post on the Breathe Magazine Instagram feed
- Tag a friend in the Breathe Summer Special social media post on the Breathe Magazine Instagram feed

Entrants may enter as many times as they would like.

5. To be eligible, participants will be required to allow @breathemagazine\_australia to direct message them via the Instagram message system and then provide @breathemagazine\_au with their name, postal address, contact phone number and email address.

5. 3 x winners will be determined by random draw.

Each winner will receive a copy of the Breathe Magazine Australia's summer special for themselves and a friend. Each Summer Special is valued at \$19.95 AUD including postage. Each prize is valued at \$39.90.

Total prize pool is valued at \$119.70

6. 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.

7. The winner will be notified initially, by Instagram direct message and then by phone, ,mail and email. The winners' details will be published on [https://www.instagram.com/breathemagazine\\_australia/?hl=en](https://www.instagram.com/breathemagazine_australia/?hl=en) on Tuesday 4 December 2018.

8. 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.

9. 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.

10. Unless expressly stated within these Conditions, all expenses incurred in relation to the prize (including tax implications) are the responsibility of the winners.

11. Prize values are correct at time of printing/submission; no responsibility is accepted for any variation in the value of any prizes.

12. 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.

13. In the event of any unclaimed prizes a second judging will be held on Monday 25 February 2019 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 these Terms and Conditions.

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

15. 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.

16. 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.

17. The Promoter is: Lovatts Media, 100-102 The Esplanade, Terrigal, NSW 2250 Australia.  
ABN 99 003 314 681.

18. Authorised under Permit Number NSW LTPM/17/01721 and ACT TP 17/00759.