

CHANNEL 7

TYREPOWER'S 2021 "HIT THE ROAD" promotion – TYREPOWER and HOME AND AWAY

Terms and Conditions

FINAL – 2 Feb 2021

By entering the "HIT THE ROAD" promotion ("the Competition"), 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.

2. WHO CAN ENTER?

2.1 Subject to clause 2.2, entry is open to all residents of Perth aged 18 years of age or older and receive the 7Perth broadcast signal.

2.2 Employees (and their immediate families) of Seven Network (Operations) Limited, West Australian Newspapers, prize suppliers and their respective associated agencies and companies are not eligible to enter.

3. HOW TO ENTER

3.1 The Competition commences on **Monday 8 February 2021 - 19:00 AWST** and concludes on **Friday 19 February 2021 at 15:00 AWST** ("Competition Period").

3.2 To enter the daily competition you must:

3.4.1 Obtain the "HIT THE ROAD" codeword from HOME AND AWAY (on air) as available.

3.4.2 Visit www.perthnow.com.au/win and enter that day's code word and all required contact details.

3.3 All entrants in the Competition may only use one email address to enter and may only enter once per daily codeword. All entrants found to have entered more than once per daily codeword, will have their subsequent entries disqualified at the Promoter's sole discretion.

3.4 Neither the Promoters nor any prize suppliers are responsible for any data or other information related to this competition that may be lost, damaged as a result of any computer software or hardware malfunction. Any issues occurring as a result of computer / server/ software problems will be rectified as quickly as possible.

3.5 If any entries are deemed at the Promoter's final discretion to be made via "scripting", those entries will be deemed invalid and will not be accepted.

4. PRIZES

4.1 There will be **eight (8)** prize winners who will each receive the prize package detailed in clause 4.2.

4.2 The winners will each receive:

(a) 1 x \$500 cash

(b) 4 x Vitora Tyres including fitting and balancing (subject to availability). Collection from the Tyrepower WA outlet determined by the Promoter. Winners have 12 months from notification date to redeem their prize otherwise unredeemed components will be forfeited.

4.3 Total maximum prize value for the prize – per package - is up to **AUD\$1500.00**. Prize value is correct at the date of printing. The Promoter accepts no responsibility for change in prize value between now and the ultimate date on which the prize is taken.

4.5 Unless expressly stated in these Terms and Conditions all other expenses related to the Prize become the responsibility of the Prize Winners and their nominated companion. All costs associated with the Prize which are not expressly stated in these Terms and Conditions to be included are the responsibility of the Winners.

4.6 Prize may not be transferred or assigned except by the Promoter. Prize cannot be used in conjunction with any other promotion or offer.

4.7 In the event that an element of the prize outlined in Clause 4.2 above is, for any reason is not available, that element(s) of the prize will be substituted for a similar product/ model at the sole discretion of the Promoters. If the Winner forfeits a specified element, no cash alternative offer will be granted in lieu of the part of the Prize.

4.8 The Prize winner must participate in and co-operate with all reasonable media editorial requests, including but not limited to, being interviewed and photographed, and the Winner grants the Promoters and prize suppliers a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide and the Winners will not be entitled to any fee for such use.

4.9 The prize winner will not sell or otherwise provide their story and/or photographs to any media or other organisation.

- 4.10 It is a condition of accepting the Prize that the prize winner must comply with all the conditions of use of the Prize and the Promoter's requirements.
- 4.11 Winner must redeem Tyre portion of the Prize Package via a Tyrepower WA outlet determined by the promoter. Any alternative arrangements are at the cost of the winner.
- 4.12 Prizes cannot be redeemed for cash.
- 4.13 The prize winners must provide valid identification to the Promoter upon the Promoters request. Failure to do so will result in the forfeiture of the prize at the Promoter's sole discretion.
- 4.14 Independent financial advice should be sought as tax implications may arise as a result of accepting the Prize.
- 4.15 Subject to state permit authority restrictions, the Promoter may reasonably amend these terms and conditions, orally or in writing, in its absolute discretion.
- 4.16 Any portion of the Prize Package that is not redeemed within 12 months will be forfeited by the winner – and no substitution will apply (either product or cash).

5. HOW TO WIN

- 5.1 There will be **eight (8)** prize winners randomly selected from all valid entrees. A valid entry consists of a person who has submitted - (via perthnow.com.au/win) the following: Daily Code Word, Registered Contact Details and registration at **perthnow.com.au/win** by the competition closing period as listed in Clause 3.1.
- 5.2 A member of the Seven West Media (WA) Marketing department will contact the prize winners by a phone call and a letter advising the prize winner of their prize will also be emailed to the email address on the entry. The winner's entry details will be published on **perthnow.com.au/win** from **Tuesday 23 February 2021**.
- 5.3 The Promoter's decision is final and the Promoter will not enter into correspondence regarding the result.
- 5.4 The Promoter may in its absolute discretion deem entries invalid subsequently to a prize winner being notified or a prize winner's name being announced if it is discovered that the prize winner did not enter the Competition in accordance with these terms and conditions. In these circumstances, an additional draw will be conducted.
- 5.5 It is a condition of accepting the prize that the prize winner (and any companions) may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
- 5.6 In the event of an unclaimed prize, an unclaimed prize draw will take place at Seven West Media (WA) on **Monday 15 March 2021** and the prize winner/s will be notified by a phone call the day of the draw and the prize winner's name will be announced on **perthnow.com.au/win** website from **Wednesday 17 March 2021**.

6. NO LIABILITY

- 6.1 In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the Competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the Competition and recommence it from the start on the same conditions, subject to state government legislation.
- 6.2 Seven Network (Operations) Limited, West Australian Newspapers Ltd., Prize suppliers and their associated agencies and companies will take no responsibility for prizes damaged or lost in transit, or late, lost or misdirected mail.
- 6.3 Seven Network (Operations) Limited, West Australian Newspapers Ltd, Prize suppliers and their associated agencies and companies will not be liable for any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur:
 - a) during the entry process or the draw;
 - b) in the participation, acceptance or use of any element(s) of the prize;
 - c) as a consequence of late, lost or misdirected mail;
 - d) 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;
 - e) in relation to failure of an SMS entry message to be received by the Promoter on account of technical problems or traffic congestion; or
 - f) arising from or related to any problem or technical malfunction of any telephone network, internet connection, thewest.com.au website outage or lines or mobile communications network related to or resulting from participation in this promotion.
- 6.4 Seven Network (Operations) Limited, West Australian Newspapers Ltd, Prize suppliers, associated agencies and companies assumes no responsibility for any error, omission, interruption, deletion, defect, delay in

- operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of entries, and reserves the right to take any action that may be available, subject to state government legislation.
- 6.5 If for any reason the Competition is not capable of running as planned, due to causes including but not limited to tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of the Promoter and/ or Prize provider which corrupt or affect the administration security, fairness, integrity or proper conduct of the Competition, the Promoter reserves 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 state government legislation.
- 6.6 By entering the competition, and by collecting a prize, the prize winners 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 Promoters and Prize supplier are not responsible for any acts of god, such as adverse weather conditions or industrial action or civil commotion that may occur whilst the prize winner is travelling. It is the responsibility of the prize-winner to enquire about local issues and conditions at destinations prior to travel.
- 6.8 Regardless of anything else in these conditions, nothing in these conditions excludes, restricts or modifies the application of Consumer Laws or the exercise of any rights or remedies you may have under Consumer Laws where any such exclusion, restriction or modification would contravene Consumer Laws. "Consumer Laws" refers to the Australian Consumer Law under Schedule 2 of the Competition and Consumer Act 2010 (Cth),, and any applicable similar consumer protection laws in the states and territories of Australia that mirror the provisions of the Australian Consumer Law.
- 7. PROMOTERS DETAILS**
- 7.1 The Promoters are Seven Network (Operations) Limited (ABN 65 052 845 262) of Level 5, 8 Central Avenue, Eveleigh, NSW, 2015 and West Australian Newspapers Limited (WAN) ABN 98 008 667 632 of 50 Hasler Rd, Osborne Park, WA, 6017, AUSTRALIA.
- 7.2 Entry details remain the property of Promoters. Seven Network (Operations) Limited and its related entities ("Seven") 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. Seven will otherwise handle your personal information in accordance with Seven'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 below, you agree to the terms of the Privacy Policy. Without limiting the foregoing, Seven 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 Seven. In addition, by entering this competition, you consent to Seven using your personal information for the purpose of Seven and its related entities sending you information regarding programs, products and services available through them and/ or through their business partners, and if you opt in, you consent to Seven sharing your personal information Tyrepower for the purpose of them sending you such information directly. We will always provide you with the ability to opt out of those communications. www.sevenwestmedia.com.au.
- 7.3 If an Entrant does not want their details to be used for the purposes stated in clause 7.2. They may unsubscribe by contacting privacy@seven.com.au.
- 7.4 It is a condition of entry that all prize winners agree to have their name, photo, video and suburb published for publicity purposes if required. By participating in this competition, participants signify their acceptance of all conditions and the requirement to participate in promotional activity if required.