

Terms and Conditions – Donna Hay Studio Dinner presented by American Express

General

1. The Promoter is NewsLifemedia (ABN 957 088 923 906) of Lvl 1, 2 Holt Street, Surry Hills 2010. Telephone number (02) 8045 4658.
2. Information on how to enter and prizes forms part of the terms of entry. Entry into the competition is deemed acceptance of these terms and conditions.
3. To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.

Who can enter

4. Entry is open to all residents of Australia over the age of 18 except employees and immediate families of the Promoter and their associated companies and agencies and participating outlets. Immediate family means any of the following: spouse, ex-spouse, defacto spouse, child or step child (whether natural or by adoption), parent, step parent, grandparent, step grandparent, uncle, aunt, niece, nephew, brother, sister, step brother, step sister or 1st cousin.
5. The Promoter reserves the right to request winners to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity or proof of registration ownership in order to claim a prize. Proof of identification, residency and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

When to enter

6. The competition commences on Monday 4th August, 2014 at 9:00am [AEST] and concludes on Sunday 28 September, 2014 at 11:59pm [AEST]. Entries must be received by the Promoter prior to the competition close date and time.
7. The time of entry will in each case be the time the online entry is received by the Promoter's database, not at the time of transmission by the entrant.
8. The competition will be advertised in The Daily Telegraph, The Herald Sun, The Courier Mail, The Advertiser, Canterbury-bankstown Express, Central Coast Express Advocate, Inner West Courier, The Manly Daily, North Shore Times, Parramatta Advertiser, Knox Leader, Moreland Leader, Waverley/Oakleigh Monash Leader, Albert & Logan News, Pine Rivers Press/North Lake Times, Northside Chronicle, Guardian Messenger, Northern Messenger, Southern Times Messenger and *donna hay magazine*.

How to enter

9. Entrants may enter the competition by submitting their original entry:
 - By logging onto www.donnahay.com.au/amexdinner and registering their details including (but not limited to) full name, address, post code, telephone number, e-mail address, code-word / subscription number (if required) and answer in 25 words or less to the question "Describe your best-ever dining experience" to complete their entry. The cost of accessing the promotional website will be dependent on the entrant's individual Internet Service Provider. The most creative entries within the 25-word limit will win.
10. Entrants are required to take full responsibility for the content of their entry and for ensuring that their entry complies with these Conditions of Entry. For the purposes of these content requirements, "entry content" includes any content (including text, photos, videos and email messages) that entrants submit, upload, transmit, publish, communicate or use in connection with their entry into the Promotion. Entries must be the entrant's original work. The Promoter reserves the right to verify, or to require the entrant to verify, that the entry is the entrant's original work. If an entry cannot be verified to the Promoter's satisfaction, the entry will be deemed invalid. The Promoter may, in its absolute discretion, edit, modify, delete, remove or take-down any part of an entrant's entry. An entrant's entry must not include:
 - (a) any image or voice of any other person without that person's express consent. Entrants warrant that if any such content is included, they have obtained the express consent of the relevant person;

- (b) any content that contravenes any law, infringes the rights of any person or is potentially insulting, inflammatory, defamatory, obscene, offensive, discriminatory, indecent or otherwise objectionable or inappropriate (which includes, without limitation, any content involving nudity, malice, excessive violence or swearing); and
- (c) any literary, dramatic, musical or artistic work, any audio-visual or sound recording, or any other item in which copyright subsists, unless the entrant is entitled to do so. If an entrant has any doubts about whether they have the right to include any content (for example, recorded music) they must not include it. By including any such content in their entry, the entrant warrants that they have the permission of the relevant copyright owner to do so and that this permission allows the Promoter to use the entry in accordance with these Conditions of Entry.

The Promoter reserves the right to disqualify a winner if Promoter becomes aware that the winner and/or the winner's entry is of a type described in this clause.

- 11. Any entry that is made on behalf of an entrant by a third party will be invalid.
- 12. The Promoter reserves the right to disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these Terms & Conditions of Entry or who has, in the opinion of Promoter, 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 Promoter. This includes, but not limited to, entrants and households using multiple email addresses, postal addresses, PO Box addresses or SIM cards to register single or multiple purchases.

Number of Entries permitted

- 13. Entrants may enter as many times as they like. Only one prize will be awarded per person.
- 14. All entrants may enter as many times as they like but only one prize will be awarded per household (except residents of South Australia, who are eligible to win more than once).

Determination and Notification of winner

- 15. The winners will be the valid entries submitted in accordance with these terms and conditions that is judged by *donna hay magazine* Editorial Team to be the most creative at 10:00am on Monday 29 September, 2014 at Lvl 1, 2 Holt Street, Surry Hills 2010.

This competition is a game of skill. Chance plays no part in determining the winner.

- 16. If any particular determination is scheduled on a public holiday, the determination will be take place on the following business day.
- 17. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the competition result or any other decisions the Promoter makes in connection with the Promotion.
- 18. The winner/s will be notified by telephone or email within two days of being determined.
- 19. Prizes will be awarded to person named in the entry. However, in a dispute, will be awarded to the account holder of the entry mechanism used to submit their entry.
- 20. Should an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.
- 21. If the winner has not claimed/confirmed the prize by Wednesday 1 October, 2014 then he or she will forfeit the prize and the prize will be awarded to the valid entry submitted in accordance with these terms and conditions that is judged by *donna hay magazine* Editorial Team to be the next most creative response within 25-word limit at 10:00am on Wednesday 1 October, 2014 at Lvl 1, 2 Holt Street Surry Hills 2010. The winner of the unclaimed prize will be notified by telephone or email within two days of the date on which they are judged to be the unclaimed prize winner.

Prize on offer

- 22. Individual prize value is up to \$2,500 (including GST). Total prize pool value is up to

\$75,000 (including GST) as at Wednesday 23 July, 2014. Fifteen couples (30 people in total) will receive access to an exclusive dinner hosted by Donna Hay in Sydney on Friday 17 October, 2014 with winner(s) outside the state of New South Wales also receiving return flights from nearest capital city to Sydney and one (1) nights accommodation-only on Friday 17 October, 2014 in Sydney to attend the event – travel times stipulated by the Promoter.

23. Prize values are based upon the recommended retail prices at the time of printing (inclusive of GST). The Promoter accepts no responsibility for change in prize value between now and the ultimate prize redemption date.
24. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
25. Prizes cannot be transferred, exchanged or redeemed for cash.
26. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements.
27. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
28. Return domestic flights from nearest capital city will be provided for any winner(s) outside New South Wales; plus one (1) night's accommodation-only in Sydney on Friday 17 October, 2014 – this portion of the prize/s are not available to a winner if they reside in the same state of the prize event. All other attendance related cost are at the winners expense.
29. Travel must be taken at the time specified by the Promoter and must coincide with the dates of Donna Hay Exclusive Studio Dinner on the evening of Friday 17 October, 2014. Travel must be taken between Friday 17 October, 2014 and Saturday 18 October, 2014 at the time specified by the Promoter and must coincide with the dates of Donna Hay Exclusive Studio Dinner. If a winner and travelling companion are, for whatever reason, unable to travel on a nominated date, or do not take an element of the prize within the time stipulated by the Promoter then that element of the prize will be forfeited by the winner. Cash will not be awarded in lieu of the prize or element thereof.
30. The prize is for the specified dates of the event only. If the winner (for whatever reason) is unable to travel or does not take an element of the prize within the time stipulated by the Promoter then the prize will be forfeited and cash will not be awarded in lieu of the major prize. The Promoter makes no representations or warranties about the attendance at the event of any individuals or groups involved in the marketing of the event.

Further Terms and Conditions

31. The Promoter (subject to State and Territory Legislation) reserves the right to amend, cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affect the administration security, fairness, integrity or proper conduct of this competition. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition.
32. News Life Media Pty Limited and their associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.
33. 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 causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion, 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 any direction given under State Regulation.
34. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
35. Any entrant found to be using any form of software or third party application to enter multiple times (including scripting software) will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any awarded prize to the Promoter. The Promoter has sole discretion to determine if this clause has been

breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.

36. Any entrant found to be entering incorrect contact details, including incorrect email contact details, will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any awarded to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.
37. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State Regulation. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
38. The Promoter highly recommends a current residential street address be provided when requested for ease of correspondence and potential prize delivery. The Promoter makes all reasonable efforts to deliver prizes to the addresses provided by competition entrants. The Promoter cannot guarantee that any prizes returned to the Promoter due to non-delivery at the provided address will be re-sent to the prize winner. The Promoter and its associated agencies and companies will not be liable for any damage to or delay in transit of prizes.
39. The Promoter reserves the right to redetermine the winner in the event of an entrant, claiming to be a winner, being unable to satisfy these Terms and Conditions.

Copyright, Statutory guarantees, Waiver and liability

40. In consideration for the Promoter awarding the prize to the winner, the winner hereby permits the winner's submission, image and/or voice, as recorded, photographed or filmed during the winner's participation in the prize to appear in connection with News Life Media or News Limited or the advertising or marketing thereof, in any media whatsoever throughout the world and the winner will not be entitled to any fee for such use.
41. In consideration for the Promoter awarding the prize to the winner, the winner hereby assigns to the Promoter all right, title and interest in and to all copyright and all moral rights in any material created pursuant to the winner's submission or participation in any aspect of the prize (Works). The winner acknowledges that the Promoter is free to use the Works (including modifying, adapting or publishing the entry, whether in original or modified form, in whole or in part or not at all) and to exercise its rights in relation thereto and the winner will not be entitled to any fee for such use.
42. 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 any directions given under State Regulation.
43. The Promoter does not exclude any rights and remedies in respect of goods or services under the Australian Consumer Law in the Competition and Consumer Act (2010) (Australian Consumer Law) which cannot be excluded, restricted or modified. However, the Promoter 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. The Promoter is not responsible for any incorrect or inaccurate information, either caused by 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 network failure, theft or destruction or unauthorised access to or alteration of entries.
44. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has 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 Promoter's legal rights to recover damages or other

compensation from such an offender are reserved.

45. All entries become the property of the Promoter. The Promoter collects personal information about you for the purposes of conducting this promotion but no further use of this information will be made without prior consent.
46. All entries become the property of The Promoter and presenting partner American Express. All opt-in entries will be entered into a database and The Promoter and our presenting partner American Express may use the entrant's names, addresses and telephone numbers for future promotional, marketing and publicity purposes in any media worldwide without notice and without any fee being paid unless otherwise advised by the entrant. By opting-in, entrants confirm that they allow their details to be used for this purpose. If entrants no longer consent to their details being used for future marketing purposes, the entrant should contact The Promoter on their details set out below. Any request to update, modify or delete the entrant's details should be directed to The Promoter.
47. The Promoter collects information about you, including for example your name and contact details which you provide when registering or using our services as well as information from data houses, social media services, our affiliates and other entities you deal or interact with for example by using their services. We collect and use that information to provide you with our goods and services, to promote and improve our goods and services, to provide you with targeted advertising based on your online activities, for the purposes described in our Privacy Policy and for any other purposes that we describe at the time of collection. We may disclose your information to our related companies, including those located outside Australia. Any of us may contact you for those purposes (including by email and SMS) at any time. We may also disclose your information to our service and content providers, including those located outside Australia. If you do not provide us with requested information we may not be able to provide you with the goods and services you require. We may disclose your personal information to authorities if you are a prize winner or otherwise as required by law. Further information about how we handle personal information, how you can complain about a breach of the Australian Privacy Principles, how we will deal with a complaint of that nature, how you can access or seek correction of your personal information and our contact details can be found in our Privacy Policy <http://www.newscorpaustrialprivacy.com/> .

Minimum T&Cs: Competition opens at 9:00am (AEST) on 4/8/14 and closes at 11:59pm (AEST) on 28/9/14. Winners will be judged at 10:00am (AEST) on 29/9/14 at *donna hay magazine*, 2 Holt Street, Surry Hills NSW 2010. The winners will be notified within two-days of determination. This is a game of skill and chance plays no part in determining the winner. Promoter is NewsLifeMedia Pty Ltd (ABN: 957 088 923 906), 2 Holt Street, Surry Hills NSW 2010. For full terms and conditions, visit www.donnahay.com.au/amexdinner