

### **How to Enter**

To enter, you must "tell us in 25 words or less, "what's the one place you'd like to take a road trip to in your car?" for your chance to WIN a \$500 Temple & Webster Voucher. Each entry will be judged based on creativity and originality. Winners will be announced 22<sup>nd</sup> October.

### **General**

- 1) The Promotion will be conducted by Kidspot.com.au Pty Ltd. ABN 48 111 607 866, at Level 1, 2 Holt Street, Surry Hills NSW 2010 (Promoter).
- 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) This competition is a game of skill and chance plays no part in determining the winner.
- 4) To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.
- 5) Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

### **Who can enter**

- 6) An Entrant is any person who has entered this Promotion in accordance with these terms and conditions. Entry is open to all Australian residents and must be 18 years of age or older as at the date of entry. Employees and immediate families of the Promoter and their associated companies and agencies and participating outlets and any person who the Promoter and Sponsor have previously notified are not eligible to enter.
  - a) 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.
- 7) The Promoter reserves the right, at any time, to verify the validity of entries and Entrants, including but not limited to, Entrant's identity, age and 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.
- 8) The Promoter reserves the right to disqualify any Entrant who submits an entry that is not in accordance with these terms and conditions or who tampers with the entry process.

### **When to enter**

- 9) Entries for the Promotion commences on Tuesday, 14<sup>th</sup> October, 2014 at 09:00 [AEST] and concludes on Tuesday, 21<sup>st</sup> October, 2014 at 23:59 [AEST]. Entries must be received by the Promoter prior to the competition close date and time.
- 10) The time of entry will be the time the online entry is received by the Promoter's database, not the time of transmission by the Entrant. The Promoter is not responsible for technical difficulties with the entry mechanism and does not warrant that the entry mechanism will be available at all times. The Promoter accepts no responsibilities for late, lost or misdirected entries.

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- 11) To enter, you must "tell us in 25 words or less, "what's the one place you'd like to take a road trip to in your car?" for your chance to WIN a \$500 Temple & Webster Voucher. Each entry will be judged based on creativity and originality. Winners will be announced 22<sup>nd</sup> October.

- 12) Entrants may enter the competition by submitting their original entry online by registering their details including (but not limited to) first name, last name, e-mail address, address, post code, telephone number and answer in 25 words or less "what's the one place you'd like to take a road trip to in your car?" to complete their entry.
- 13) Any costs associated with accessing the promotional-website/URL and Kidspot.com.au website are the responsibility of the person seeking access and will be dependent on the individual Internet Service Provider.
- 14) The creative, original and best answers "what's the one place you'd like to take a road trip to in your car?" will win.
- 15) Each Entrant warrants to the Promoter that each entry submitted is their original work and does not infringe the rights of any third party, including but not limited to those governing copyright, trademarks, trade secrets, privacy, publicity, personal, content, defamation, privacy and the access or use of others' computer or communication systems, confidentiality or proprietary rights.
- 16) 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.
- 17) 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, harmful, abusive, 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 an Entrant and or Winner if Promoter becomes aware that the Entrant and/or Winner and their entry is of a type described in this clause.

- 18) Incomplete, illegible and incomprehensible entries will be deemed invalid and will not be included in the Promotion.
- 19) The Entry must not have been a winning entry for any other competition, promotion or used for any other commercial use.
- 20) The Promoter reserves the right to disqualify any entrant, without notice, 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.
  - a) 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 entries.
- 21) Entrants can only enter in their own name. Any entry that is made on behalf of an entrant by a third party will be invalid. The use of automatic entry software, mechanical or electronic devices that allow an individual to automatically enter the Promotion is prohibited and may render all entries submitted by that individual invalid.
- 22) Our [Privacy Policy](#) includes important information about our collection, use and disclosure of your personal information (including to provide you with targeted advertising based on your online activities). It explains that if you do not provide us with information we have requested from you, we may not be able to provide you with the goods and services you require. It also explains how you can access or seek correction of your personal information, how you can complain about a breach of the Australian Privacy Principles and how we will deal with a complaint of that nature.

### **Number of entries permitted**

- 23) Entrants are permitted to enter multiple times with a unique answer provided for each entry. Only one prize will be awarded per person.

## **Determination and Notification of winner**

- 24) Judging for the Winner will be chosen by the VIP blogger who has promoted the competition on Wednesday, 22<sup>nd</sup> October, 2014.
- 25) If any particular determination is scheduled on a public holiday, the determination will be take place on the following business day.
- 26) The winner will be the valid entry submitted in accordance with these terms and conditions will be judged based on the Entrant's creativity, originality and their ability to answer (in 25 words or less) "what's the one place you'd like to take a road trip to in your car?".
- 27) The top entry judged to be best, based on the criteria stipulated in the clause above, will be deemed the winner of the major prize.
- 28) The entry judged to be the most creative, original and best meet the topic of "what's the one place you'd like to take a road trip to in your car?" will be deemed the winner of the Major Prize.
- 29) Winner/s will be notified via email by Wednesday, 22<sup>nd</sup> October, 2014 and Promoter requires the Winner's response with confirmation of delivery details (for prize distribution) with prizes distributed shortly afterwards.
- 30) The Promoter's decision is final and no correspondence will be entered into regarding the competition result or any other decisions the Promoter makes in connection with the Promotion.
- 31) 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 (i.e. email account holder or mobile phone account holder).
- 32) Should the Entrant's contact details change during the Promotion 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 in writing via email to [info@kidspot.com.au](mailto:info@kidspot.com.au).
- 33) Winner's delivery details may be shared with the Sponsor who is responsible for prize fulfilment. The Sponsor is able to use Winner's details for this purpose and this purpose alone. The winner cannot be contacted by the Sponsor at any time after the prize has been dispatched except for in the event where the prize is required to be re-distributed as requested by the Promoter.
- 34) It is at the party responsible for prize fulfilment (ie. Sponsor) to distribute the prizes within 10 working days of receiving winner's details in adherence to the above clause 38.
- 35) If the winner has not claimed the prize by Friday, 14<sup>th</sup> November, 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 an appointed judge – an employee of the Promoter, to be the next most creativity, originality and their ability to answer (in 25 words or less) "what's the one place you'd like to take a road trip to in your car?".  
The winner of the unclaimed prize will be notified via email within 7 days on which they are judged to be the unclaimed prize winner.

## **Prize on offer**

- 36) Individual prize is \$500 Temple & Webster voucher value is up to \$500 RRP (inclusive of GST).
- 37) The total prize pool value is up to \$500 RRP (inclusive of GST).
- 38) Prize values are based upon the recommended retail prices (RRP) at the time of publishing (inclusive of GST) in Australian dollars. The Promoter accepts no responsibility for change in prize value between now and the ultimate prize redemption date.
- 39) Prizes are not exchangeable, transferable or redeemed for cash.
- 40) The postal address for the prize must be in Australia and must not be a PO Box.
- 41) 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 (if and where applicable).
- 42) 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.
- 43) The Promoter highly recommends a current residential street address be provided when requested for ease of correspondence and potential prize delivery.
  - a) The Promoter makes all reasonable efforts to deliver prizes to the addresses provided by competition entrants.

- b) 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.
  - c) The Promoter and its associated agencies and companies will not be liable for any damage to, delay or lost in transit of prizes.
- 44) If the prize is unavailable, for whatever reason, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, 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.
- 45) Gift vouchers are subject to the terms and conditions imposed by the gift card provider. Once awarded, the Promoter is not liable for any voucher that has been lost, stolen, forged, damaged or tampered with in any way.
- 46) For any cash prizes your name on your entry must be that of an eligible bank account to which a cheque can be cashed. All prize values are in Australian dollars. The Promoter makes all reasonable efforts to send cheques in the names as specified in the original entry. Winning entries with only a family name or reference to a family as the entrant cannot be cashed by banks. If the winner of any prize is under 18 years, the prize may be awarded to the winner's nominated parent or guardian on behalf of the winner, at the discretion of the Promoter.

### **Further Terms and Conditions**

- 47) The Promoter reserves the right to alter these terms and conditions at any time and Participants agree to adhere to the most recent version.
- 48) Any costs associated with accessing Kidspot.com.au website are the responsibility of the person seeking access and are dependent on the internet provider used.
- 49) The Promoter reserves the right to disqualify any entry where it reasonably suspects that it is prohibited by these terms and conditions, any relevant law, or is otherwise deemed inappropriate. This is at the Promoter's absolute discretion and discussions will not be entered into.
- 50) 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.
- 51) Kidspot (The Promoter), 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.
- 52) 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.
- 53) 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.
- 54) Any entrant found to have used a third party (including online competition entry site) to enter on their behalf 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.

- 55) 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.
- 56) The Promoter reserves the right to predetermine 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**

- 57) All entries submitted become the property of the Promoter. Each Entrant grants the Promoter a non-exclusive, royalty-free, worldwide licence without charge to use, reproduce, publish and display any or all of their entry in any of the Promoter's media or distributions methods, including the Promoter's website for five years after the end of the Promotion.
- 58) By entering this Promotion, the Entrant consents to the Promoter use of his or her personal details (including name, likeness, image and/or voice) for any marketing and advertising (in any form of media) that the Promoter may choose for an unlimited period without remuneration.
- 59) 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.
- 60) 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.
- 61) 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.
- 62) 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.
- 63) 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.
- 64) 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](#). To request access to, or to update, personal information the Promoter holds about them, entrants can contact the office of the Promoter at Kidspot.com.au Pty Ltd., ABN 48 111 607 866, at Level 1, 2 Holt Street, Surry Hills NSW 2010. This company is part of a global media and entertainment company. Information from entering this competition and all other information in Kidspot.com.au database is accessible to all parts of News Corp Australia.