TERMS AND CONDITIONS – *that's life!* Mega Monthly November

1. Unless otherwise advised, these Terms and Conditions apply to *that's life! Mega Monthly* magazine's puzzle promotions. Information on how to enter and prizes for each *that's life! Mega Monthly* magazine promotion form part of these Terms and Conditions. Participation in a *that's life! Mega Monthly* magazine promotion is deemed acceptance of these Terms and Conditions. The Promoter is Pacific Magazines Pty Ltd, 8 Central Avenue, Eveleigh, NSW 2015 (ABN 16 097 410 896).

2. Entry is open to **ALL residents of Australia and New Zealand** except employees and immediate families of the Promoter, associated companies and agencies and participating outlets. Immediate family means any of the following: spouse, ex-spouse, de facto spouse, child or stepchild (whether natural or by adoption), parent, step parent, grandparent, step grandparent, uncle, aunt, niece, nephew, brother, sister, step brother, step sister or first cousin. Entrants under the age of 18 years, as of the date of entry, must seek the prior permission of their parent or guardian aged over the age of 18 to enter.

3. Unless indicated otherwise, entrants may enter by purchasing *that's life! Mega Monthly* magazine and either:
   (i) **MAIL ENTRY**: Completing the relevant entry form included in the magazine, and mail your completed entry:
      - **Issue November**: mail to 'tl! Mega Monthly November' **PO Box 157** Eastern Suburbs MC NSW 2004 for Australian entrants. New Zealand entrants must send the completed entry form to 'tl! Mega Monthly November' **Private Bag 92039** Victoria Street, West Auckland 1142
   (ii) **ONLINE ENTRY:** Enter online at *www.thatslife.com.au.*

4. Multiple entries are permitted, provided each entry is associated with a separate purchase of *that's life!* Mega Monthly **November 2019.** However:
   (i) Each entry must be submitted separately and in accordance with the entry requirements outlined above. Each entry must be submitted on a separate entry form and only one entry will be permitted per email address online. Additional entries must be via the mailed in coupon.
   (ii) Only one prize will be awarded per person (except for SA residents). After provisional winners are drawn for all prizes, the Promoter will remove any duplicate provisional winners ensuring clause 4(ii) is adhered to. For prizes affected by this provision further winners will be drawn immediately to replace earlier provisional winners affected by this process.
   (iii) All entrants must retain their original receipts, documents or tags to validate proof of purchase during the promotional period. Such evidence must, on request by the Promoter, be provided to the reasonable satisfaction of the Promoter, which demonstrates that the winner is an eligible entrant and has complied with these Terms and Conditions. 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.

5. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity and place of residence) and to disqualify any entrant who submits an entry that 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. Incomplete, indecipherable, inaudible or illegible entries will be deemed invalid. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to verify the identity of the entrant.

6. **Issue November:** Unless indicated otherwise, entry opens at **09:00 AEST on 30/9/2019**, mail entries close last mail received on **01/11/2019**, and online entries close at **17:00 AEDT on 01/11/2019**. Unless indicated otherwise, all times are based on Sydney local time. that's life! magazine may be distributed at different times through some channels.

7. **The draw will begin at the Promoter's premises from 10.30 AEDT on 08/11/2019**.The Promoter will first randomly select a portion of the online and mail entries received to go into the barrel. The pre-selected mail and online entries will then be combined and randomly drawn corresponding to the number of Prizes in the draw from highest to lowest prize value, beginning with the major prize. As entries are opened they are allocated a prize so long as the entrant has answered the associated question correctly. If an answer is left blank or is answered incorrectly then the entry is put aside and allocated to the next highest value prize that the entrant has answered correctly until each prize category quantity is exhausted. This process is continued for each prize on offer in the draw.

8. **Winners will be notified by mail and winners of prizes valued at over $250 will be published in issues of that's life! Mega Monthly magazine on sale 30/12/2019 (AUS), and 16/12/2019 (NZ).** The Promoter's decision in relation to any aspect of the competition is final. Prizes are sent within 6-8 weeks of the winners published in the magazine.

9. The Promoter will randomly select 25 entries from each draw (from the combined mail & online entries) which will be retained in the event that an unclaimed prize draw is necessary to distribute any unclaimed prizes. **Such a draw will occur at the Promoter's premises from 10.30 AEDT on 10/01/2020, for prizes unclaimed from issue November (2019). Winners will be contacted by mail. Winners' names (for prizes redrawn over $250) for issues November (2019) will be published in that's life! magazine on sale 23/01/2020 (AUS) and 16/03/2020 (NZ).**

10. **Prizes on offer in *that's life!* Mega Monthly November have a total prize value (of up to) $4,990.00 and a total of 31 prizes as at 02/09/2019** and **includes:**

    - One cheque to the value of $100, made payable to the winner.

- One cheque to the value of $1000, made payable to the winner.
- One cheque to the value of $250, made payable to the winner.
- One cheque to the value of $500, made payable to the winner.
- One cheque to the value of $60, made payable to the winner.
- One cheque to the value of $70, made payable to the winner.
- One cheque to the value of $60, made payable to the winner.
- One cheque to the value of $100, made payable to the winner.
- One cheque to the value of $70, made payable to the winner.
- One cheque to the value of $150, made payable to the winner.
- One cheque to the value of $350, made payable to the winner.
- One cheque to the value of $50, made payable to the winner.
- One cheque to the value of $50, made payable to the winner.
- One cheque to the value of $90, made payable to the winner.
- One cheque to the value of $50, made payable to the winner.
- One cheque to the value of $100, made payable to the winner.
- One cheque to the value of $80, made payable to the winner.
- One cheque to the value of $100, made payable to the winner.
- One cheque to the value of $70, made payable to the winner.
- One cheque to the value of $50, made payable to the winner.
- One cheque to the value of $150, made payable to the winner.
- One cheque to the value of $200, made payable to the winner.
- One cheque to the value of $200, made payable to the winner.
- One cheque to the value of $150, made payable to the winner.
- One cheque to the value of $300, made payable to the winner.
- One cheque to the value of $90, made payable to the winner.
- One cheque to the value of $90, made payable to the winner.
- One cheque to the value of $70, made payable to the winner.
- One cheque to the value of $250, made payable to the winner.
- One cheque to the value of $90, made payable to the winner.
- One cheque to the value of $50, made payable to the winner.

Further Terms & Conditions

11. Unless otherwise stated, all prizes are in Australian dollars. Some prizes may not be available or may be prohibited in New Zealand under New Zealand law. In that case, prizes will be offered to an equivalent New Zealand dollar value either in cash, vouchers or as a prize determined by the Promoter in its absolute discretion.

12. In the case of any DVD or Video Game prize, unless otherwise indicated, all winners are advised that the allocated film and video game classification guidelines for each prize must be adhered to as per the usual standards set out by the Office of Film and Literature Classification and associated domestic legislation.

13. Any ancillary costs associated with redeeming any voucher prize are not included. Any unused balance of a voucher prize will not be awarded as cash. Redemption of any voucher prize will be subject to any terms and conditions of the issuer including those specified on the voucher. The Promoter shall not be liable for any voucher prize that has been lost, stolen, forged, damaged or tampered with in any way.

14. Without limiting the forgoing, unless expressly stated in the terms and conditions all other expenses is the responsibility of the winner. Prizes are subject to the standard terms and conditions of individual prize suppliers. It is a condition of accepting any prize that the winner must comply with all the conditions of use of the prize. 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. Where the prize involves driving or travel, all winners under 18 years must be accompanied by their legal guardian at all times.

15. Unless otherwise stated, all prizes are valued in Australian dollars. Cash prizes will be awarded in the form of a cheque. Prizes, including any unused portion, are not transferable or exchangeable and cannot be taken as cash, unless otherwise stated. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority. Some prizes may be unavailable or prohibited by New Zealand law. In that case, prizes will be offered to an equivalent NZ value, either in cash or as a prize, as determined by the Promoter in its absolute discretion.

16. Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

17. If any *that's life! Mega Monthly* magazine 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, postpone or cancel the promotion, as appropriate.

18. All mail competition entries must be able to be posted to and received at the post office box address supplied for the particular competition. No hand delivered or bulky entries will be accepted upon receiving at the Promoters premises for any competition, unless otherwise stated herein. Mail entries that contain any objects that have not been requested by the Promoter (such as backing cards or excess paper) will not be accepted. Any entries that do not follow these requirements will be deemed invalid and will not be received by the Promoter or its agents. The Promoter and its agents take no responsibility whatsoever for such entries that do not follow these prescribed guidelines. The Promoter advises entrants not to send entries to the Promoter's street address as these entries may be deemed invalid.

19. The promoter highly recommends a DL-sized (business) envelope is used in submitting postal entries. Entries sent via Registered mail will not be guaranteed entry into the competition due to increased sorting, handling and storage required by Australia Post. Entries sent in smaller unique envelopes are known to have issues when being sorted electronically by Australia Post. The Promoter also encourages competition entrants to clearly write on their envelope the full name and address of the competition they are entering for ease of processing by Australia Post and therefore entry into the competition.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("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.

26. All entries and any copyright subsisting in the entries become and remain the property of the Promoter who may publish or cause to be published any of the entries received. Pacific Magazines Pty Ltd (ABN 16 097 410 896) and its related entities ("Pacific"), 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. Pacific will otherwise handle your personal information in accordance with Seven West Media'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, you agree to the terms of the Privacy Policy. Without limiting the foregoing, Pacific 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 Pacific. In addition, by entering this competition, you consent to Pacific using your personal information for the purpose of Pacific and its related entities sending you information regarding programs, products and services available through them and/or through their business partners, and to Pacific from time to time sharing your personal information with carefully selected business partners for the purpose of them sending you such information directly. We will always provide you with the ability to opt out of those communications.

27. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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: (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 their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or Entrant; or (f) use of a prize.

28. Winners of any age (or the winner's parent/s or guardian/s and any companion/s) may be required to provide satisfactory identification and sign a winner's deed of release or any other relevant forms or agreements that the Promoter deems necessary before a prize may be awarded.

29. In accepting the prize the winner(s) acknowledges that the Promoter may use their name and other personal information for reasonable publicity purposes and agrees to participate in and co-operate with all reasonable media requests, including but not limited to, being interviewed and photographed, and the winner(s) grant the Promoter a perpetual and non-exclusive licence to use and such footage, photographs, interviews and other personal information in all media worldwide, including the right to sub-licence these rights. The winner(s) will not be entitled to any fee for such use.

30. The Promoter's decision in relation to any aspect of the competition is final and binding on each person who enters. No correspondence will be entered into. No responsibility is accepted for late, lost or misdirected entries. Prizes are subject to availability, not transferable or exchangeable and, with the exception of cash prizes, cannot be taken as cash. Prizes will be sent to the winner's nominated address as stated in their original entry. The Promoter and their associated agencies, and companies associated with this promotion will take no responsibility for prizes damaged or lost in transit.

31. Winners of any age (or the winner's parent/s or guardian/s and any companion/s) may be required to provide satisfactory identification and sign a winner's deed of release or any other relevant forms or agreements that the Promoter deems necessary before a prize may be awarded.

32. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including, but not limited to, prize suppliers and as required, to Australian regulatory authorities. Entry is conditional on providing this information. The Promoter may, for an indefinite period unless otherwise advised, use the information for promotional, marketing and publicity purposes including sending electronic messages or telephoning the entrant. Entrants should direct any request to access, update or correct information to the Promoter. All entries become the property of the Promoter.

33. **Authorised under NSW Permit No. LTPM/19/04576; ACT Permit No. TP 19/03563.**