

**Network TEN**  
**Win a trip to Fiji | Australian Survivor Competition**  
**Terms & Conditions**

1. Information on how to enter forms part of the terms of entry. Entry into the Win a Trip to Fiji | Australian Survivor Competition ("Competition") is deemed acceptance of these terms and conditions.

**Eligibility to Enter**

2. Entry is open to all residents of Australia 18 years and older. However, employees and the immediate families of Network Ten Pty Limited (the "Promoter") and their associated agencies and companies or any organisation or individual associated with the provision of the prize(s) are not eligible to enter. Entrant must be residing in Australia at the time of entry, or their entry may be deemed invalid.

**Competition Period**

3. The competition commences on **Monday 1 October 2018 at 19:30 AEST** and closes on **Sunday 14 October 2018 at 23:59 AEDT** ("Competition Period").

**How to Enter**

4. To participate in the Competition entrants must:
  - a. Watch Australian Survivor 7.30 AEST Monday 1<sup>st</sup> October and Tuesday 2<sup>nd</sup> October on Network TEN for the advertised code word.  
**And**
  - b. Log on [tenplay.com.au](http://tenplay.com.au) and register their details including (but not limited to) name, address, phone number, email address, gender and date of birth.  
**Or**
  - c. Enter at [tendaily.com.au](http://tendaily.com.au), fill in their details and opt in to receive electronic communications from [tendaily.com.au](http://tendaily.com.au)  
**And**
  - d. Enter the code word and answer the question on the competition page in 25 words or less.
5. The Competition will be advertised on, but not limited to, Network TEN and [www.tenplay.com.au](http://www.tenplay.com.au) and [tendaily.com.au](http://tendaily.com.au).
6. Code Words will be announced during the broadcast of Australian Survivor 7.30 Monday 1<sup>st</sup> October and Tuesday 2<sup>nd</sup> October, 2018 on Network TEN. Note: The code word may not be available to audience viewers watching Australian Survivor on the WIN Network. Each code word is valid until the next code word is announced. The last code word announced on Tuesday 2<sup>nd</sup> October, 2018 will be valid until the competition closes on Sunday 14 October 2018 at 23:59 AEDT.
7. It is free to become a TENPlay member or enter via [tendaily.com.au](http://tendaily.com.au), however, the cost of accessing the promotional website is dependent on the entrant's individual service provider. These Terms and Conditions apply in conjunction with the TEN Members rules.
8. Incomprehensible and incomplete entries will be deemed invalid.
9. A limit of one online entry per day applies.
10. Entries must be received by **Sunday 14 October 2018 at 23:59 AEDT** to be included in the Prize Judging. Each valid entry received over the duration of the Competition Period will be entered into the Prize Judging.
11. The time of entry will in each case be the time the online entry is received by the Promoter's database. The Promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason.
12. The account holder is responsible for any activity and/or entries that have been submitted using their device (e.g. Phone, computer, tablet etc.) It is the account holder's sole responsibility to control any and all access to their device. The Promoter, and their associated agencies, will not be

responsible for any loss, damage or costs incurred as a result of failure to comply with this. Entrants must not use another's device without express permission from the account holder.

13. This is a game of skill; chance plays no part in determining the winner. Each entry will be individually judged based on its literary and creative merit of the answer to the question provided. The judges' decision in relation to any aspect of the competition will be final and binding on every person who enters. No correspondence will be entered into.
14. The Entrant warrants to the Promoter the entry submitted is an original literary work of the Entrant that does not infringe the rights of any third parties. If the entry or any part of the information provided to the Entrant in relation to the entry was provided by a third party, the Entrant warrants they have obtained the relevant copyright permission to submit the entry for the purposes of this promotion. The entrant agrees to indemnify the Promoter against all claims and costs by third parties arising from a breach of the warranty set out in this condition.
15. Entries must not be offensive, defamatory or racist. Any entry which the judges deem inappropriate will be invalid. The entrant agrees to indemnify the Promoter.
16. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and 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. Error and omissions will be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
17. In consideration for the Promoter awarding the prize to the winner, the winner hereby permits the winner's image and/or voice, as recorded, photographed or filmed during the winner's participation in the prize to appear in connection with Network TEN or the advertising or marketing thereof, in any media whatsoever through the world and the winner will not be entitled to any fee for such use.
18. Winners will be judged from all entries received throughout the competition period and One (1) Major Prize Winner will be selected by a judging panel at Network TEN at 1 Saunders Street, Pymont NSW 2009 from **Monday 15 October 2018 from 10:00 AEDT**. The Winner will be the Entrant who, in the sole opinion of the judges, has submitted the correct code word along with the most creative and original 25 words or less answer to the question on the competition page. The Prize Winner will be notified by phone call within two (2) days of judging and in writing and the winner's details will be published on the TENPlay website at [tenplay.com.au](http://tenplay.com.au) and [tendaily.com.au](http://tendaily.com.au) from **Thursday 18 October 2018**.
19. An entry that is made on behalf of an entrant by a third party will be invalid.
20. All reasonable attempts will be made to contact the Winner. If the Prize remains unclaimed by the winner or unallocated or forfeited for any reason, by **Monday 19 November 2018 at 09:00 AEST**, the Prize will be re-allocated to the entrant that has submitted the entry which best meets the judging criteria excluding the entrant that has failed to claim the prize. This Unclaimed Prize Determination will take place at Network TEN at 1 Saunders Street, Pymont, NSW 2009 at **Tuesday 20 November 2018 from 10:00 AEST**. The Winner of the Unclaimed Prize Determination will be notified by telephone and in writing within 2 days of the Unclaimed Prize Determination and will be published on the TENPlay website at [tenplay.com.au](http://tenplay.com.au) and [tendaily.com.au](http://tendaily.com.au) from **Thursday 22 November 2018**.

#### Prize Details

21. There will be One (1) Major Prize Winner drawn from all entries received (Online) who will win the following prize package:

Prize	Details	Valued at up to
1 x Major Prize	<ul style="list-style-type: none"> <li>• Four (4) return economy airfares flying Fiji Airways 4 pax from the winner's nearest capital city in Australia</li> </ul>	

	<ul style="list-style-type: none"> <li>• Accommodation for 4 pax x 5 nights (2 bedroom villa: either a family of 4, OR 2 couples sharing) as follows: 2 nights at Daku Resort in Bayview Heights Villa; 3 nights at Koro Sun Resort including breakfast.</li> <li>• Fijian Lovo feast at Daku Resort</li> <li>• 4 x 30 min massage at Koro Sun Resort</li> <li>• Transfers to and from Savusavu Airport, and from Daku Resort to Koro Sun Resort included</li> <li>• Picnic at Pettine Simpson's private island</li> <li>• A trip to the Salt Lake and BBQ lunch at Salt Lake Lodge,</li> <li>• A trip to a waterfall (either Nakawaga or Vuadomo).</li> <li>• Tour of Survivor sites, Tribal Council and Survivor competition sites and Tribe Camps locations and Bo's beach</li> <li>• Tour of J Hunter Pearls pearl farm and snorkel at the giant clams</li> </ul>	\$20,000
	<b>TOTAL PRIZE VALUED AT UP TO</b>	<b>\$20,000.00</b>

22. The total Prize Pool is valued at up to \$20,000.00 (including GST). The Promoter accepts no responsibility for change in prize value between now the ultimate prize redemption date.
23. The Major Prize winner and their travelling companions are responsible for all other expenses including spending money (unless specified), meals (unless specified), drinks, transfers (unless specified), laundry charges, activities (unless specified), incidentals, taxes (excluding departure and any other flight associated taxes included within the prize), energy surcharges, gratuities, services charges and all other ancillary costs associated with redeeming the prize. Travel insurance is not included. Entrants are responsible for their own Travel insurance.
24. All prizes are non-transferrable. No cash alternative is available for any prize. Prizes must be taken as offered. Any unused portion of any prize is not exchangeable and cannot be redeemed for cash. Prizes cannot be used in conjunction with any other special offer. Prize values are in Australian dollars. The Promoter accepts no responsibility for any variation in the prize values or amendments on ground prize details. Prize winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of their prize.
25. In acceptance of the prize, the Major Prize winner acknowledges that they may incur ongoing costs associated with the prize which are the entire responsibility of the winner.
26. The Major Prize travel is subject to availability, and is based on four (4) people sharing a two (2) x bedroom villa. Specified accommodation, restaurants and tours (if included) are subject to availability at the time of booking. Alternatives may be offered dependent on availability.
27. At least one person travelling must be 18 years or over.
28. Dates of travel within holiday periods are subject to availability. Blackout dates apply including, but not limited to 15 December 2018 to 5 January, 2019, any Australian or Fijian Public or National holidays, school holidays.
29. Travel is subject to availability and must be completed by 01 October, 2019. The Major Prize winner will be provided with a booking email to redeem their prize. The winner must confirm travel dates within a maximum of 90 days of notification of winning the prize. If the Major Prize winner does not travel by 01 October, 2019, the Major Prize will become null and void and the Major Prize winner will no longer be entitled to their prize.
30. 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.
31. Neither the Promoter nor the prize provider are responsible or liable for any damaged, delayed or lost in transit in the delivery of the prize/s.

32. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the Competition result.
33. It is a condition of accepting the prize the winner must comply with all the conditions of use of the prize and the prize supplier's requirements.
34. In the event that for any reason whatsoever the Major Prize winner does not wish to fly with the nominated carrier or does not take an element of the prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the Major Prize winner and cash or alternative prizes will not be awarded in lieu of that element of the prize.
35. Personal information about all prize winners will be shared with the prize provider, and their agents, to the extent necessary for prizes to be delivered to the prize winners.
36. Once confirmed in writing, travel dates and names of those travelling are not changeable without incurring extra fees. The Promoter does not accept responsibility for any fees incurred as a result of any changes made and these costs will be borne by the winner and their companions.
37. The Major Prize Winner and their travelling companions, may be required to provide a credit card in order to check-in at the hotel for a security deposit, and to cover any incidental charges.
38. Air tickets are available on the regular scheduled services of the supplier airline and are subject to seasonal embargos. The Promoter has the right to determine the airline carrier at its discretion and no alternative flights or carriers will be made available. The Promoter is not responsible for the cancellation, delay or rescheduling of any part of a travel Prize and any costs incurred by the winner or any travelling companion(s) as a result (including accommodation costs) will be the responsibility of the winner.
39. Flights are economy class and may be indirect. The airline's Conditions of Carriage apply to all flights. The Winner and travelling companions must travel at the same time and are responsible for transport from their residence to the winner's nearest Capital City Airport in Australia. These conditions apply for all flights. Airline, flight route and dates of travel are subject to the promoter's absolute and final decision. It is the winner's responsibility to organise transfers and cover associated costs to and from the winner and their travelling companions' residence and nearest capital city.
40. Tickets are non-transferable (i.e. no name changes allowed). Once tickets are issued, they are non-endorsable and non-transferable. Any alterations to confirmed flights and/or accommodation and/or scheduling arrangements will be at the expense of the winner and their travelling companions. Once the Prize has been arranged, any changes to the travel, flights, accommodation or scheduling arrangements are at the expense of the Winner and their travelling companions. Individual supplier terms and conditions apply.
41. Network TEN and their associated agencies and companies or any organisation or individual associated with the provision of the Prize(s) make no representation as to the safety conditions or other issues that may exist at any destination. International travel advice can be obtained from various sources, including government, local consular offices and the web site of the Australian Department of Foreign Affairs and Trade, [www.dfat.gov.au](http://www.dfat.gov.au).
42. With effect from Friday 1 April 2016, all passengers travelling to the USA under the Visa Waiver Program must hold an e-Passport with an integrated chip. Winner and his/her guest are responsible for registering with the US Visa Waiver programme: <https://esta.cbp.dhs.gov> if applicable. See here for list of countries under the Visa Waiver Program <http://www.immihelp.com/visa-waiver-program/>.
43. Only travellers who are eligible to enter Fiji are able to partake in this major travel prize. If the winner is, for whatever reason, ineligible to enter the Fiji they forfeit the Major Prize in full.
44. It is the Major Prize winner and their respective travelling companions' personal responsibility to ensure that they have valid documentation, including but not limited to valid passports (with at least 6 months' validity from the date of return), ESTA forms (if required), visas and vaccinations (if required), which meet the requirements of immigration and other government authorities at every destination. Any necessary visas, vaccinations, passports and any associated costs are the responsibility of the winner and their travelling companions. Any fines, penalties, payments or

expenditures incurred as a result of such documents and vaccinations not meeting the requirements of those authorities will be the sole responsibility of the travellers.

45. All components of the Major Prize must be fulfilled at the same time and they cannot be split across different time periods. In the event that any changes by the Major Prize winner are made to the specified prize package (including travel extensions, additional guests, etc) it will be subject to additional fees which are the responsibility of the winner.
46. Prizes will be awarded to the person named in their entry. Should an entrant's contact details change during the Competition 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.
47. It is a condition of accepting the prize the winner may be required to sign a legal release in a form determined by the promoter in its absolute discretion.
48. Should the Major Prize Winner not meet any of the criteria stated in these terms and conditions to be a valid winner they will forfeit all rights to the Major Prize, and judging will take place to reallocate the Major Prize to a valid winner.
49. By accepting the prize, the winner agrees to participate in and co-operate as required with all reasonable media editorial requests relating to the prize, including but not limited to, being interviewed and photographed, filmed and/or chaperoned throughout the duration of the prize.
50. If your entry is selected as a winning entry, validation of your circumstances and the validity of your entry will be undertaken by the Promoter. Method of validation (without limitation) will be determined by the Promoter at its complete discretion. If the winning entry is deemed to be a winner, the winner will be notified as per the terms and conditions herein. In the event that the Promoter requests the entrant to sign any legal documents relating to the verification of their medical circumstance, the legal documents will take the form determined by the Promoter. It is a condition of accepting the prize the winner signs any such legal documentation.
51. 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 State and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoters (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
52. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoters (including its respective officers, employees and agents) is not responsible for an 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 Promoters) 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 the prize.
53. 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, subject to government legislation.
54. All entries become the property of the Promoter. The Promoter collects personal information about you to enable you to participate in this promotion but no further use of this information will be made without prior consent.

55. Neither the Promoter nor the prize provider shall 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 the phone user 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.
56. **OPT IN:** With your express consent (by selecting the checkbox to Opt in for more information from the prize provider to do so), Tourism Fiji, Fiji Airways and SavuSavu Tourism will handle the entrant's personal information (e.g. first name, last name, address, suburb, state, postcode, phone number, email address, gender, date of birth) in accordance with their Privacy Policy which can be accessed at <https://www.fiji.travel/us/privacy-statement>. <https://www.fiji-airways.com/privacy-policy/>. <https://www.fiji-savusavu.com/privacy-policy/> The privacy policies by Tourism Fiji, Fiji Airways and SavuSavu Tourism may be updated from time to time and it will be the entrant's responsibility to keep up to date with any changes to the Privacy Policy. The entrant may at any time, opt out of receiving contact from Tourism Fiji, Fiji Airways and SavuSavu Tourism directly.
57. You consent to The Promoter collecting your personal information for the purpose of conducting and promoting this Competition (including but not limited to determining and notifying the winner and prize fulfilment). Your personal information may be disclosed to a third party as a result of entering this competition, including but not limited to the prize provider. Your personal information may be disclosed to State and Territory lottery departments and winners' names published as required under the relevant lottery legislation. For purposes of public statements and advertisements The Promoter will only publish the winner's surname, initial and State. A request to access, update or correct any information should be directed to the Promoter. If you are not willing for this to occur, you cannot participate in the promotion.
58. The Promoter is bound by the Australian Privacy Principles (APPs) in the Privacy Act 1988 (Cth) and by entering the Competition, you (the entrant) are taken to consent to Network Ten Pty Limited's privacy policy which contains information, amongst other things, about how you may access personal information that is held by Network Ten Pty Limited about you and seek correction of such information. See [www.tenplay.com.au/privacypolicy](http://www.tenplay.com.au/privacypolicy) and <https://helpdesk.tendaily.com.au/support/solutions/folders/16000090758#sol-article-16000077784> to view Network Ten Pty Limited's APP Privacy Policy in full. See ten daily Privacy Policy <https://helpdesk.tendaily.com.au/support/solutions/folders/16000090758#sol-article-16000077784>. Our APP Privacy Policy also contains information about how you may complain about a breach of the APPs, or a registered code that is binding on our organisation and how Network Ten Pty Limited will deal with such complaints. We may disclose your personal information to related entities and third party service providers outside Australia.
59. The Promoter is Network Ten Pty Limited (ABN: 91 052 515 250) of 1 Saunders Street, Pyrmont NSW 2009.