

# Network TEN

## FOX – Bad Times at the El Royale Competition

### Terms and Conditions

1. Information on how to enter forms part of the terms of entry. Entry into the FOX – Bad Times at the El Royale Competition (“Competition”) is deemed acceptance of these terms and conditions.

### Eligibility to Enter

2. Entry is open to all residents of Australia aged 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 8 October 2018 at 09:00 AEDT** and closes on **Sunday 21 October 2018 at 23:59 AEDT** (“Competition Period”).
4. The Competition will be advertised on, but not limited to, Network TEN, [www.tenplay.com.au](http://www.tenplay.com.au).

### How to Enter

5. To participate in the Competition entrants must
  - a. Log on to [tenplay.com.au](http://tenplay.com.au) and register their details including (but not limited to) name, address, phone number, email address, gender and interest, to become a TENPlay member.
  - b. Answer the question on the competition page in 25 words or less
6. It is free to become a TENPlay member, 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.
7. Incomprehensible and incomplete entries will be deemed invalid.
8. A limit of one online entry per day per TENPlay member applies.
9. Entrants who have won a major prize in any Network Ten competition in the past 12 months are not eligible to win a prize in this competition.
10. Entries must be received by Sunday 21 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. 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.
13. The Promoter is entitled to use any of the entries submitted in any manner and for any purpose at its absolute discretion, including promotional, marketing and publicity purposes without any further reference or payment or other compensation to the entrant. The Promoter is entitled to amend, edit, select, crop, retouch, add to or delete from any part of the submitted entry.
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 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 Ansible Pty Ltd, 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.
17. 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.
18. 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.
19. 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, Pyrmont NSW 2009 on **Monday 22 October 2018 from 10:00 AEDT**. The Winner will be the Entrant who, in the sole opinion of the judges, has submitted 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) from **Tuesday 23 October 2018**.
20. An entry that is made on behalf of an entrant by a third party will be invalid.

21. 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 **Thursday 22 November 2018 at 09:00 AEDT**, 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, Pyrmont, NSW 2009 at **Thursday 22 November 2018 from 10:00 AEDT**. 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 from **Friday 23 November 2018**.

#### Prize Details

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

Number	Prize Details	AUD Value
One (1) x Major Prize	A VIP Trip to Vegas for Two (2) Adults consisting of:	
	<ul style="list-style-type: none"> <li>Airfare: Roundtrip flights from winner's nearest major international airport in mainland Australia (Adelaide, Brisbane, Cairns, Canberra, Darwin, Melbourne, Perth, Sydney to LAX Airport, Los Angeles, USA, returning from Las Vegas, Nevada, USA</li> </ul>	\$4,500.00
	<ul style="list-style-type: none"> <li>Transfers: One way airport transfer from LAX, One way transfer from LA hotel to Burbank airport, Roundtrip airport transfers in Las Vegas</li> </ul>	\$490.00
	<ul style="list-style-type: none"> <li>3 nights' luxury hotel accommodation at the Hollywood Roosevelt in Los Angeles</li> </ul>	\$1,245.00
	<ul style="list-style-type: none"> <li>2 nights' retro hotel accommodation in a suite at El Cortez Hotel &amp; Casino in Las Vegas</li> </ul>	\$590.00
	<ul style="list-style-type: none"> <li>Private Classic car tour of Los Angeles in a 1966 Cadillac Convertible (4 hours)</li> </ul>	\$620.00
	<ul style="list-style-type: none"> <li>Semi-Private Jet flight from Burbank airport in LA to Las Vegas</li> </ul>	\$965.00
	<ul style="list-style-type: none"> <li>Whiskey Tasting at Whisky Attic in Las Vegas: includes expert guide and 5 tastings</li> </ul>	\$205.00
<b>TOTAL PRIZE VALUE - AUD</b>		<b>\$8,615.00</b>

23. The total Prize Pool is valued at \$8,615.00 (including GST). The Promoter accepts no responsibility for change in prize value between now the ultimate prize redemption date.
24. Any ancillary costs associated with redeeming the prize are not included. These are the responsibility of the winner.
25. A least one person travelling, be it the Major Prize Winner or their travelling companion, must be over the age of 21.
26. 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. Travel insurance is not included) but is highly recommended.

27. All prizes are non-transferrable. No cash alternative is available for any prize. Prize must be taken as offered. Any prize, unused portion of any prize, or portion of the prize Winner is not entitled to, are not exchangeable or cannot be redeemed as 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. The Prize winner is advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of their prize.
28. In the event the Winner or travelling companion is under the age of 21, they will be unable to participate in Whiskey Tasting at Whisky Attic in Las Vegas portion of the prize and no cash alternative will be provided. The Promoter supports the responsible consumption of alcohol and guidelines can be found at <http://www.alcohol.gov.au/internet/alcohol/publishing.nsf/Content/guidelines>.
29. In acceptance of the prize, the Winner acknowledges that they may incur ongoing costs associated with the prize which are the entire responsibility of the winner.
30. The Major Prize travel must be completed by within twelve (12) months, is subject to availability, and is based on two (2) people sharing a twin/double room. Specified accommodation, restaurants and tours are subject to availability at the time of booking. Alternatives may be offered dependent on availability. Accommodation must include a Saturday stay in one of the hotels.
31. 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.
32. The Promoter is neither responsible nor liable for any damaged, delayed or lost in transit in the delivery of the prize.
33. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the Competition result.
34. 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.
35. In the event that for any reason whatsoever a winner 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 winner and cash will not be awarded in lieu of that element of the prize.
36. 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.
37. If the Major Prize winner does not provide proof of meeting the age restriction and other valid entry requirements of notification of winning, the Major Prize will be forfeited in full, and the winner will have no further claim. A re-judge will be held to award the Major Prize to a valid entrant.

38. Dates of travel within holiday periods are subject to availability. Blackout dates will apply unless specifically pre-arranged prior to the competition being run. Blackout dates include Christmas, Easter, New Year and public holidays in the departure or arrival country. Travel cannot be taken during July and August and December and January.
39. Travel is valid for twelve (12) months from the initial judging date. Winners who do not travel within twelve (12) months will become null and void and will no longer be entitled to their grand prize. The Major Prize Winner must advise the Prize Supplier of three (3) preferred travel dates in three (3) separate months no later than six weeks prior to their intended departure date.
40. Once confirmed in writing, travel dates and names of those travelling are not changeable.
41. The Major Prize Winner and their travelling companion must travel at the same time, must depart from the Winner's capital city and are responsible for transport from their residence to the winner's capital city for flight departure. It is the Winner's responsibility to organise transfers and cover associated costs to and from the Winner and their travelling companion's residence and the winner's capital city.
42. The Major Prize Winner, or their travelling companion, will 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.
43. Air tickets are available on the regular scheduled services of each airline and are subject to seasonal embargos. The Promoter has the right to determine the airline carrier at its discretion. In the event that a winner requests a specific carrier, not offered by the Promoter, any subsequent or additional fees and taxes, if applicable will be the responsibility of the winner. Flight itinerary may have to be adjusted depending on the airlines departure city and their current flight schedule. Frequent Flyer points are not available from any airline. 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.
44. 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).
45. With effect from Friday 1 April 2016, all passengers travelling to the USA under the Visa Waiver Program must hold a passport with an integrated chip. See here for list of countries under the Visa Waiver Program <http://www.immihelp.com/visa-waiver-program/>.
46. Only travellers who are eligible to enter the USA are able to partake in this major travel prize. If the winner is, for whatever reason, ineligible to enter the USA they forfeit the major travel prize.
47. It is the traveller's personal responsibility to ensure that they have valid documentation, including but not limited to valid passports and visas, 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 companion. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be the sole responsibility of the traveller/s.

48. It is the responsibility of the winner (and their travelling companion/s) to obtain all relevant passports (with at least 6 months validity from the date of return), ESTA forms and visas and vaccinations if required. Any costs associated with this are not included in the prize package. Costs are the responsibility of the Major Prize Winner and their travelling companion/s.
49. As it is the traveller's personal responsibility to ensure that they have valid documentation, including but not limited to valid passports and visas, which meet the requirements of immigration and other government authorities at every destination, any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be the sole responsibility of the traveller/s.
50. All components of the Major Prize must be fulfilled at the same time and they cannot be split across different time periods. All elements of the package are subject to availability at the time of booking.
51. Prizes will be awarded to the person named in their contestant 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.
52. 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.
53. 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 a re-judge will take place to reallocate the Major Prize to a valid winner.
54. 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.
55. 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.
56. If your entry is selected as a winning entry, validation of your circumstances, 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.

57. 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 and:  
(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.
58. 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 Promoters, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
59. 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.
60. 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 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.
61. 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 Ansible Pty Ltd and MultiChannel Network Pty Ltd. 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.

62. 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) to view Network Ten Pty Limited's APP Privacy Policy in full. 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.
63. The Promoter is Network Ten Pty Limited (ABN: 91 052 515 250) of 1 Saunders Street, Pyrmont NSW 2009.