



Seven Network
GET CLEVER Series 3 Game of Skill Competition
Terms and Conditions

By entering the **GET CLEVER Series 3** competition ("the Competition"), the entrant agrees to the following terms and conditions:

1. STANDARD TERMS

- 1.1 Information on how to enter forms part of the terms of entry.
- 1.2 To the extent of any inconsistency between these Terms and Conditions and any other reference to the Competition, these Terms and Conditions prevail.

2. WHO CAN ENTER?

- 2.1 Subject to clause 2.2 and 2.3, entry is open to all residents in Australia, **those under 18 require parental consent**, where the Channel Seven signal is received.
- 2.2 Employees and their immediate families of Seven Network (Operations) Limited, , and their associated agencies and companies are not eligible to enter. Immediate family includes spouse, defacto spouse, parent, natural or adopted child or sibling living under the same roof.
- 2.3 All entrants under the age of 18 must obtain the prior permission of their parent or legal guardian over the age of 18 to enter. The parent or legal guardian may be called to verify consent and may be required to sign a release at the discretion of the Promoter. The release will also require the winner's parent or legal guardian to accept responsibility for the acts and forbearances of the winner. The release must include the full name, address and telephone number of the winner's parent or legal guardian. Failure to provide such proof, particulars or releases will immediately invalidate the winner's entitlement to the prize, subject to State and Territory legislation.
- 2.4 There will be one (1) weekly Prize Winner each week during the twelve (12) weeks of the Competition Period ("Winners").

3. HOW TO ENTER

- 3.1 The Competition commences on **Monday 6TH of April 2020** at **7.00am AEST** and concludes on **Friday 26 June 2020 at 5.00pm AEST** ("the Competition Period"). Each week the Competition closes on Fridays and the weekly Winners announced on the following Monday during the Competition Period. There will be 12 prizes awarded in total over the Competition Period, judged on a weekly basis. Entries close each week of the competition on Friday at 5pm AEST, at which time the weekly winner will be judged by a Panel at the offices of the Promoter.
- 3.2 Entrants must enter the competition by either;
 - (a) filling out the competition form, uploading an image of their project and submitting the form via the website: www.GetClever.com.au (the "Get Clever Website")
 - (b) emailing their entry to: getclever@seven.com.au
 - (c) Or by posting an image of the project with the person's name, address and contacts to: Get Clever GPO Box 7803, Sydney, NSW, 2001.
- 3.3 Entries must be received within the Competition Period.
- 3.4 Entries must include all requested contact details and meet requirements of entry under 3.2 to be eligible to win a Prize.
- 3.5 Entrants (including winners) in the Competition may enter as many times as they like but each entry must be unique and:
 - (a) the original independent creation of the entrant; and
 - (b) free from any claims, including copyright or trademark claims, or any other intellectual property rights or rights of confidence of any third party
 - (c) must have the permission of any individual depicted (with permission granted by their parent/legal guardian in the case of any child that is depicted)

- 3.6 Entry details remain the property of the Promoter and will not be returned to the entrant. Entrants agree to grant the Promoter a perpetual and non-exclusive licence to use, distribute, broadcast and sub-licence their entries in all media worldwide and acknowledge that they will not be entitled to any fee for such use.
- 3.7 Neither the Promoter nor any Sponsors are responsible for any data or other information related to this Competition that may be lost or damaged as a result of any computer software or hardware malfunction. Any issues occurring as a result of a computer/ server/ software problem will be rectified as quickly as possible.
- 3.8 Entrants may only enter in their own name. Inaudible, incomprehensible, illegible, and incomplete entries will be deemed invalid. All entries become the property of the Promoter and cannot be returned.
- 3.9 All 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 receipt at the Promoter's 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.
- 3.10 The Promoter highly recommends a business size 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 and should be avoided. 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.

4. **PRIZES**

4.1 There will be [One (1) weekly winner over 12 weeks who will receive the prize package detailed in clause 4.2.

4.2 The Winners will receive the prize package consisting of the following product prize elements ("Prize"):

Number	Prize Elements	RRP inc GST (\$AUS)
12 x weekly Prizes	Go Pro Hero 7 Silver Sleeve & Lanyard GoPro to ship prizes on receipt of winners details	\$299.95 \$29.95
TOTAL MAXIMUM PRIZE POOL VALUE		\$3,958.80

Total maximum value for **weekly** prize package is up to **AUD\$329.90** (exclusive of GST). Prize value is correct as at the date of printing. The Promoter accepts no responsibility for change in prize value between now and the ultimate date on which the prize is taken.

- 4.3 In the event that an element of a product prize outlined above is, for any reason cancelled, postponed or not available, that element of the Prize will be considered as forfeited and no cash alternative offer will be granted in lieu of the part of the Prize. The Winners will have no claim to the element of the Prize that is no longer available.
- 4.4 Prizes will be distributed by the Sponsor within a reasonable time period. Once the Prize is accepted, the Winners must deal directly with the Sponsor should there be any specific requests, queries, concerns or complications. In the event a Winner does accept the Prize, then the entire Prize will be forfeited by the Winner and cash will not be awarded in lieu of the Prize.
- 4.5 In accepting the Prize the Winners agree to participate in and co-operate with all reasonable media editorial requests, including but not limited to, being interviewed and photographed, and the winners grant the Promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide and the winners will not be entitled to any fee for such use.
- 4.6 The Winners agree they will not sell or otherwise provide their story and/or photographs to any media or other organisation.
- 4.7 It is a condition of accepting the Prize that the Winners must comply with all the conditions of use of the Prize and Sponsor's requirements.
- 4.8 The Winners, must participate in and co-operate with all reasonable media editorial requests, including but not limited to, being interviewed and photographed, and the Winners grant the Promoter and Sponsor a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide and the Winners will not be entitled to any fee for such use.

- 4.9 It is a condition of accepting the Prize that the Winners and their parent or guardian, where the Winner is under 18 years of age, must comply with all the conditions of use of the Prize and the Promoter's requirements.
- 4.10 Winners must provide valid identification to the Promoter upon the Promoter's request. Failure to do so will result in forfeiture of the Prize at the Promoter's sole discretion.
- 4.11 Photos that are copyrighted cannot be submitted unless you have permission from the photographer/owner. Photos cannot be returned. By entering the Competition entrants agree and understand that their written entries and/or photos may be used for promotional purposes without any further reference, payment or other compensation to the entrant and/or owner of the photograph. Entrants under the age of 18 must seek a parent or adult/guardian's permission to send any photo to the Promoter to enter the Competition.
- 4.12 Each entrant warrants that the photograph is a genuine and accurate representation and that the photo has been taken within two years of submission. The Promoter reserves the right to disqualify any entry which, in the opinion of the Promoter, includes objectionable content, including but not limited to profanity, nudity, potentially insulting, scandalous, inflammatory or defamatory images or language. All photographs will be reviewed by the Promoter.
- 4.13 Independent financial advice should be sought as tax implications may arise as a result of accepting the Prize.
- 4.14 Full details of prizes can be obtained by telephoning the Seven Network in each state on Sydney 02 8777 7777; Melbourne 03 9697 7777; Adelaide 08 8342 7777; Brisbane 07 3369 7777; Perth 08 9344 0777.
- 4.15 Subject to state permit authority restrictions, the Promoter may amend these terms and conditions in its absolute discretion.
- 4.16 **Prizes cannot be redeemed for cash and are not transferable or exchangeable.** In the event a Winner does not take the Prize by the time stipulated, then the entire Prize will be forfeited by the Winner and cash will not be awarded in lieu of the Prize.

5. HOW TO WIN

- 5.1 There will be one (1) weekly Prize Winner each week during the twelve (12) weeks of the Competition Period ("Winners"). The Winners will be the best valid entry/entries as judged by the judging panel, having regard to skill, creativity and originality. All entries will be judged by a panel of judges appointed by **the Promoter**, in its absolute discretion, at its offices, **8 Central Ave, Eveleigh, NSW 2015 on Fridays AEST at 5pm during the Competition Period**. The entrant(s) whose entry is deemed to be the **most inventive and clever** entry out of all entries received will be deemed the weekly Winner. The Competition is a game of skill and chance plays no part in determining the Winner. The Promoter may select additional entries to be used as replacements in the event that the first entrant chosen as a Winner cannot satisfy these Terms and Conditions or take a Prize.
- 5.2 The weekly Winners will receive either a phone call or an email from the Promoter advising them they are the winners of the Prize on the Monday following the Friday judging. Their name will also be published on the Get Clever website.
- 5.3 Entrants in the Competition may enter as many times as they like **but can only win one prize throughout the Competition Period**.
- 5.4 The judges' decision (including any decisions as to Prize distribution) is final and the Sponsor/ Promoter will not enter into correspondence regarding the result. Chance plays no part in determining any Winner. The Promoter may in its absolute discretion deem entries invalid subsequently to a Winner being notified or a Winner's name being announced if it is discovered that the Winner did not enter the Competition in accordance with these Terms and Conditions. In these circumstances, an additional judging will be conducted.
- 5.5 It is a condition of accepting the Prize that the weekly Winners agree to comply with all the conditions of use of the Prize and Sponsor's requirements.
- 5.6 It is a condition of accepting the Prize that the Winners may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.

6. NO LIABILITY

- 6.1 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 state government legislation.
- 6.2 Promoter, and its associated agencies and companies will take no responsibility for defective prizes or prizes damaged or lost in transit, or late, lost or misdirected mail.

- 6.3 Promoter, and its associated agencies and companies will not be liable for any claims, misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur:
- a) during entry into the competition
 - b) during the judging;
 - c) whilst undertaking any travel won on or connected with their entry into the Competition; or
 - d) in accepting of or participating in the Prize;
 - e) as a consequence of late, lost or misdirected mail;
 - f) due to the broadcast or publication of any program relating to the Competition or the publication of any material, including any statements made by any compere, staff member, journalist, other entrants or any other person;
 - g) arising from or related to any problem or technical malfunctions of any telephone network, internet connection, website outage or line or mobile communications network related to or resulting from participation in the Competition (whether or not under the Promoter's control);in
 - h) to entrant or any other person's computer software, computer equipment or internet connection resulting from or related to participation in the Competition;
 - i) any variation in Prize value to that stated in these Terms and Conditions that is not due to an intentional error by Promoter and/or its agencies and affiliates;
 - j) any error, omission, interruption, deletion, delay, defect, theft, unauthorised access or third party interference; or
 - k) due to any change in these terms and conditions or any change in Seven's programming, scheduling or production of broadcast material.
- 6.4 The Promoter reserves the right to reasonably amend or vary these Terms and Conditions at its sole discretion, orally or in writing, for the purpose of Promoter's programming, scheduling or production requirements.
- 6.5 Promoter, Sponsor, associated agencies and companies assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of entries, and reserves the right to take any action that may be available, subject to state government legislation.
- 6.6 If for any reason the Competition is not capable of running as planned, due to causes including but not limited to tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of the Promoter and/ or Prize provider which corrupt or affect the administration security, fairness, integrity or proper conduct of the Competition, 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 state government legislation.
- 6.7 Regardless of anything else in these conditions, nothing in these conditions excludes, restricts or modifies the application of Consumer Laws or the exercise of any rights or remedies you may have under Consumer Laws where any such exclusion, restriction or modification would contravene Consumer Laws. "Consumer Laws" refers to the Australian Consumer Law under Schedule 2 of the Competition and Consumer Act 2010 (Cth), and any applicable similar consumer protection laws in the states and territories of Australia that mirror the provisions of the Australian Consumer Law.

7 PROMOTER'S DETAILS

- 7.1 The Promoter is Seven Network (Operations) Limited (ABN 65 052 845 262) of 8 Central Avenue, Eveleigh NSW, 2015.
- 7.2 The Sponsor is GoPro Australia Pty Ltd ABN 11 606 493 449 Suite 2.93, 168 Greville St, Prahran, Vic, 3181.
- 7.3 Entry details remain the property of the Promoter.
- 7.4 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. Seven Network (Operations) Limited (ABN 65 052 845 262) and its related entities ("Seven"), 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. Seven will otherwise handle your personal information in accordance with Seven'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 below, you agree to the terms of the Privacy Policy. Without limiting the foregoing, Seven 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 Seven. In addition, by entering this Competition, you consent to Seven using your personal information for the purpose of Seven and its related entities sending you information regarding programs,

products and services available through them and/ or through their business partners, and to Seven 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. www.sevenwestmedia.com.au.