Condensed terms and conditions (must be displayed in all advertising):

See www.loveshacktv.com.au/competition for full terms. Open to Australian residents over the age of 18. Only one entry per person will be permitted. Competition opens 23/02/19 at 16:30 PM and closes 27/04/19 at 23:59 PM. Winner judged on 24/05/19 at 11:00 AM. The total prize pool valued at up to \$4,650 (incl.GST). The Promoter is MWC Media Pty Ltd (ABN 28 122 593 391) of 102 Abbott St, Sandringham VIC 3191.

Win a trip for 2 to Bangkok Terms and Conditions (Skill-Based Competition)

General

- 1. Information on how to enter and prizes form part of the Terms and Conditions. Entry into this competition deems acceptance of these Terms and Conditions.
- 2. To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.

Who can enter

- Subject to clause 4, entry is open to all residents of Australia over the age of 18, as
 of the date of entry, who have fulfilled the requirements set out below ('Eligible
 Entrants').
- 4. Employees, and their immediate families, of the Promoter, associated agencies and companies, Permitz Group Pty Ltd (www.permitzgroup.com.au), contractors or individuals are not eligible to enter this competition. 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.
- 5. The Promoter is MWC Media Pty Ltd (ABN 28 122 593 391) of 102 Abbott St., Sandringham VIC 3191 ('Promoter').

How to enter

- 6. Eligible Entrants may enter this competition during the Promotional Period (defined below) by:
 - a) visiting <u>www.loveshacktv.com.au/competition</u> and clicking on the 'Win a Trip to Bangkok' competition button and

- b) providing a response to the question 'tell us in 25 words or less why you and a friend want to getaway to Bangkok.'
- 7. Entries must include all requested contact details and a 25-words-or-less answer to be eligible to win. Each entry must be unique and received by the Promoter prior to the competition close date and time.
- 8. Entries must not contain any material that is offensive, defamatory, racist, sexist or otherwise objectionable. The Promoter reserves the right to reject any entry which does not comply with these terms and conditions
- 9. By submitting an entry into this competition entrants consent to receive promotional and other marketing messages from the Promoter (including messages sent electronically for an unlimited period of time). Entrants will be able to opt-out at any time by following the instructions included in each message sent by the Promoter.

When to enter

- 10. The competition commences on 23/02/19 at 16:30 PM and closes 27/04/19 at 23:59 PM ('Promotional Period'). All times noted in these Terms and Conditions are local times, based on the location of the Promoter. Entries must be received by the Promoter prior to the competition close date and time.
- 11. The winner will be the best valid entry as judged by the judging panel, having regard to skill, creativity and originality, at the Promoter's Premises on 11:00 AM. 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.
- 12. The total number of competition winners in this competition is one. The winner will be announced and contacted by the Promoter and notified of the prize collection process. The winner will be further notified by email and their names will be published online at www.loveshacktv.com.au on 27/05/2019.
- 13. Prizes will be sent within 8 weeks of the judging date.

Number of Entries permitted

14. Only one entry per person will be permitted. Entrants found to be submitting multiple entries may have all entries invalidated.

Prize on offer

15. Total prize value is up to \$4,650 (Including GST), as at 22/02/19. The prize on offer is

1. Tourism Authority of Thailand:

- -Two economy class tickets flying Thai Airways International departing from either Sydney, Melbourne, Brisbane or Perth to Bangkok. The two passengers must travel together on all sectors. Approximate retail value: \$3,000
- -Flights must be booked and tickets must be issued 60 days before departure and are subject to availability at the time of booking.
- -Booking must be made and tickets must be issued by 30/09/2019, travel by 29/02/2020.
- -Once e-tickets are issued, any costs associated with any changes shall be the responsibility of the winner.
- -The blackout dates apply for departures between 5/04/2019 to 30/04/2019, 15/06/2019 to 25/07/2019, 20/09/2019 to 15/10/2019 and 5/12/2019 to 31/01/2020.

2. Urban Adventures:

- -Two spots on each of our Bangkok Urban Adventures Tuk Tuk Experience and Temple & River of Kings tours. Approximate retail value: \$450 AUD
- -Prize is subject to availability at time of redemption.
- -Booking must be made minimum 48 hours in advance of tour date.
- -Prize is non-transferable.
- -Prize is non-refundable.

Prize expires 31st March 2020.

-Prize to be redeemed via promo code supplied by Urban Adventures, to be used on www.urbanadventures.com (Once the winner has been drawn, the winner must notify Urban Adventures by 30/09/2019 to create a promo code that the winner can use to book at their leisure.)

3. Siam@Siam Design Hotel Bangkok:

- -Complimentary stay at the Siam@Siam Design Hotel Bangkok. Included in your stay:
- -3 nights stay at Grand Deluxe room (including daily breakfast for 2 people).
- -2 complimentary drinks at Party House One or Rooftop Bar & Restaurant.

- -Enjoy TAAN's Dinner Set Menu for two persons
- -Reservation must be at least 7 day before arrival (subject to room available).
- -Approximate value is AUD \$1,200
- -This complimentary voucher is valid from 3/06/2019 31/03/2020.
- -The blackout dates apply for bookings between 15/06/2019 25/07/2019, 20/09/2019 15/10/2019 and 5/12/2019-31/01/2020.
- -This complimentary voucher are valid to one recipient with one accompanying guest.
- -This complimentary voucher is non-transferable.
- -This complimentary voucher is non-refundable.
- 16. If the Promoter is unable to contact the winner to claim fulfilment of the promotional prize or if the winner is unable to attend any element of the prize, that winner will forfeit the prize in its entirety and it shall be awarded to the next runner up in the promotion. The Promoter will not be liable for a winner who cannot be contacted and therefore forfeits their prize and no correspondence will be entered into.
- 17. 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.
- 18. Unless expressly stated in these Terms and Conditions all other expenses are the responsibility of the winners (and their companions) including but not limited to current passports, visas, meals, spending money, transport to and from departure and arrival points, transfers, drinks, incidentals, mini-bar, laundry, room service, telephone calls, activities, gratuities, services charges, travel insurance, pre and post accommodation, optional activities or excursions and all other ancillary costs. A credit card imprint or cash deposit may be required from the winner at check-in to the hotel, for all incidental charges.
- 19. By entering the competition, and by collecting a prize, the winner acknowledges and accepts that driving, travel and any other activities comprising the prize, are inherently dangerous and may result in death, injury, incapacity, damage to property or other losses. The Promoter is not responsible for any acts of god, such as adverse weather conditions or industrial action or civil commotion that may occur whilst the winner is travelling. It is the responsibility of the prize-winner to enquire about local issues and conditions at destinations prior to travel. The Promoter does not guarantee that the winner will enjoy the travel prize or be suited to the type of travel prize that is offered.

- 20. Accommodation is twin share standard room. Travel arrangements to and from the winner's home and their nearest capital city airport do not form part of the prize unless expressly stated in these terms & conditions and are the responsibility of the winner and their travelling companions. The winner must travel on the same flights and itinerary as their travelling companions. The travel prize cannot be used as part payment for another airfare package. Frequent flyer miles cannot be accrued on this prize. Flights and accommodation are subject to availability at the time of booking and cannot be exchanged for other destinations. Travel restrictions & blackout dates apply. Prizes cannot be taken during peak periods or school holidays. Embargo restrictions apply during certain periods. Bookings are subject to conditions & availability (including but not limited to capacity limitations and other restrictions).
- 21. Compliance with any health or other government requirements is the responsibility of the prize winner and their travel companions. All prize travel will be subject to the carrier's General Conditions of Carriage. The Promoter and carrier 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 local government, local consular offices and the web site of the Australian Department of Foreign Affairs and Trade at www.smartraveller.gov.au.. Prizes for travel for a particular event or attraction must be taken to coincide with the event or the times and dates during which the attraction is available.

Further Terms and Conditions

- 22. The Promoter reserves the right to amend these Terms and Conditions if this competition cannot be run as originally planned. The Promoter may also 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.
- 23. The Promoter and their associated agencies and companies will not be liable or responsible for any problems or technical malfunction of any telephone network or lines, computer on line systems, servers, or providers, computer equipment, software, technical problems of the phone or of any phone network, or any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur; whilst undertaking any travel won on or connected with their entry; in the participation in any prize; as a consequence of late, lost or misdirected mail, email SMS or phone call; due to the broadcast 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; any injury or damage to entrant's or any other person's computer software or phone; or any combination thereof, related to or resulting from participation or sending or receiving of any communication or of any materials in this competition.
- 24. All entrants must submit ONLY their own original answers. Any such answers cannot be previously published in any forum worldwide. All entries become the property of the Promoter and cannot be returned. Entries that are found to have been derived from the designs of a third party will be considered invalid and, if awarded a prize, that prize must be returned to the Promoter. The winner may be required to sign a statutory declaration regarding the originality of the entry. Without limiting the generality, the Promoter reserves the right to take legal action against anyone found to have breached this term. 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 are reserved.
- 25. 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.
- 26. 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.
- 27. The Promoter reserves the right to request winners to sign a winner's deed of release or any other relevant forms or agreements that the Promoter deems necessary, to provide proof of identity, proof of age, proof of residency at the nominated prize delivery address and/or proof of entry validity (including phone bill) in order to claim a prize. Proof of identification, residency, age 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.
- 28. The Promoter reserves the right to rejudge in the event of an entrant, claiming to be a winner, being unable to satisfy these Terms and Conditions.
- 29. The judges' decision in relation to any aspect of the competition is final and binding on each person who enters. Chance plays no part in determining any winner. 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.

Privacy Collection Statement

- 30. By submitting an entry into this competition entrants consent to receive promotional and other marketing messages from the Promoter (including messages sent electronically for an unlimited period of time). Entrants will be able to opt-out at any time by following the instructions included in each message sent by the Promoter.
- 31. The Promoter and its related entities collect entrants' personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying winners). The Promoter may disclose personal information collected to an agent who is engaged for prize fulfilment. The Promoter may also disclose personal information collected to Australian regulatory authorities, such as the regulators of trade promotions. The Promoter will otherwise handle your personal information in accordance with its Privacy Policy available at www.loveshacktv.com.au. You may request access or to update your personal information or lodge a complaint by writing to The Privacy Officer, MWC Media Pty Ltd, 102 Abbott Street, Sandringham VIC 3191.

Copyright, Statutory guarantees, Waiver and liability

32. 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. In participating in the prizes, the winners agree to participate and co-operate as required in all editorial activities relating to the Competition, including but not limited to being interviewed and photographed. The winners (and their

- companions) agree to granting the Promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide, including online social networking sites, and the winners (and their companions) will not be entitled to any fee for such use.
- 33. Prize winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of that prize.
- 34. 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').
- 35. 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.