

Academy Awards Competition Terms & Conditions ("Conditions of Entry")

Schedule	
Promotion:	Academy Awards Competition
Promoter:	Nine Digital Pty Ltd ABN 33 077 753 461, Level 6, Tower Building, Australia Square, 264-278 George Street, Sydney, NSW 2000, Australia. Ph: (02) 9965 2465
Promotional Period:	Start date: 16/01/17 at 09:00 am AEDT End date: 27/02/17 at 11:59 pm AEDT
Eligible entrants:	Entry is only open to Australian residents aged 18 years and over.
How to Enter:	<p>To enter the Promotion, the entrant must go online to 9now.com.au, login to their existing Nine account (or sign up to become a Nine member), follow the prompts to the Promotion entry page and fully complete and submit the online entry form with their personal details (first name, last name, email address, phone number and full address) during the Promotional Period. The entrant must fill out the online entry form for every entry.</p> <p>By entering, entrants are also agreeing to receive further email communication from the Academy of Motion Picture Arts and Sciences.</p>
Entries permitted:	Multiple entries permitted subject to the following: Limit one (1) entry permitted per person per day. The entrant is eligible to win a maximum of one (1) prize (excludes SA residents). By completing the entry method, the entrant will receive one (1) entry.
Total Prize Pool:	AUD\$5,000.00

Prize Description	Number of this prize	Value (per prize)	Winning Method
<p>The prize is a trip for two (2) adults which consists of the following:</p> <ul style="list-style-type: none"> a) return economy class flights for two (2) adults from the winner's nearest capital city to Los Angeles; b) five (5) nights three-star twin share accommodation; c) return transfers for two (2) adults from accommodation to airport; and d) two (2) x Bleacher seat adult tickets to 90th Academy Awards at Dolby Theatre, Hollywood, Los Angeles in 2018. 	1	Up to AUD\$5,000.00 depending on date and exact point of departure	Draw: computerised random selection - 01/03/17 at 11:00 am AEDT

Prize Conditions:	<p>No part of this prize is exchangeable, redeemable for cash or any other prize or transferable. The prize is subject to booking and flight availability.</p> <p>Travel must be taken to coincide with the 2018 Academy Awards which is likely to be held in February or March 2018. Exact dates to be confirmed by the Promoter at a later date.</p> <p>This prize is for or relates to 90th Academy Awards at Dolby Theatre, Hollywood, Los Angeles (the "Event"). If the winner is unwilling or unable to attend at the designated time for the Event, they forfeit that part of the prize and the Promoter is not obliged to substitute that part of the prize.</p> <p>The 90th Academy Awards are subject to the event venue and ticket terms and conditions, including any applicable age restrictions. The Promoter and event organisers hereby expressly reserve the right to eject any winner and/or his/her companion for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.</p> <p>Spending money, meals, taxes (excluding airline and airport taxes), travel insurance, passports, visas, transport to and from departure point, additional transfers, items of a personal nature, in-room charges and all other ancillary costs, unless otherwise specified in the prize description adjacent, are not included.</p> <p>Prize travel itinerary will be determined by the Promoter in its absolute discretion.</p>
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	<p>Prize is subject to the standard terms and conditions of individual prize and service providers.</p> <p>The winner may be required to present their credit card at time of accommodation check in.</p> <p>The winner and his/her travel companion are responsible for ensuring that they have valid passports, and any requisite visas and travel documentation. The winner and his/her travel companion must depart from and return to the same departure point and travel together. Travel itinerary to be determined by the Promoter in its absolute discretion. Prize is subject to the standard terms and conditions of individual prize and service providers. The winner may be required to present their credit card at time of accommodation check in. Frequent flyer points will not be awarded and do not form part of the prize.</p> <p>The Promoter will provide the winner with an itinerary and date they are required to travel to attend The 90th Academy Awards.</p> <p>The winner and guest will be required to provide a valid social security number (or international equivalent) for the purposes of a security background check, and will need to sign a liability/publicity release form prior to entering the bleachers. Bleacher seats cannot be sold, traded, or otherwise transferred. Government issued photographic ID will be required for entrance to the bleacher seats. All other expenses related to use of the bleacher seats are the users' sole responsibility (including transportation to/from the bleacher seats, accommodations, etc.).</p> <p>Red Carpet Bleacher Seats are not available for sale and have no retail value. Prize does not include admittance to the Academy Awards® Ceremony, nor entrance into the Kodak Theatre.</p> <p>Winner and guest must comply with any security procedure or measures imposed by the Academy and/or their representatives. The Academy reserves their right in their sole discretion. to suspend or cancel the participation of any winner or guest due to non-compliance with any security procedure or inappropriate behavior or misconduct. In the unlikely event that the Academy Awards Ceremony is cancelled or altered in any way which would prevent or invalidate the awarding of reserved seating to view the red carpet festivities, the is only responsible only for providing the remaining portions of the prize as described above.</p> <p>The Promoter is neither responsible nor liable for any loss or damage suffered in the event that the bleacher tickets to The 90th Academy Awards is postponed, cancelled, rescheduled or relocated for any reason whatsoever.</p> <p>The Promoter reserves the right to request that the winner (and his/her companion) provide proof of identity prior to redemption of any element of the prize. Identification considered suitable for verification is at the discretion of the Promoter.</p> <p>Subject to the terms and conditions of the participating prize provider(s), if for any reason the winner does not, once the prize has been booked, take the prize (or an element of the prize) at the time stipulated, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash.</p>
Winner Notification:	The winner will be contacted by phone within two (2) business days of the draw and in writing. The winner will be published at www.9now.com.au on 08/03/2017.
Unclaimed Prize:	The prize must be claimed by 5pm AEST on 01/06/17. If unclaimed, the prize will be redrawn on 02/06/17 at 11:00am AEST at Nine Digital Pty Ltd, Level 6, Tower Building, Australia Square, 264-278 George Street, Sydney NSW 2000, Australia. The winner of the redraw will be notified by phone within two (2) business days of the draw and in writing. The winner will be notified publicly (and their details published) at www.9now.com.au by 08/06/17.

1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.

2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt. The Promoter takes no responsibility for late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason.
3. Valid and eligible entries will be accepted during the Promotional Period.
4. Employees (and the immediate family members) of agencies/companies associated with this Promotion, the Promoter, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto 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. If a prize is won by a person under the age of 18, the prize may be awarded to the winner's parent or guardian and where applicable to the prize a nominated parent/guardian must accompany any person under 18 years of age.
6. By entering, entrants agree to release and hold harmless Academy of Motion Picture Arts and Sciences and their respective members, officers, attorneys, employees, and agents from any and all damage, injury, death, loss, costs or other liability of any kind, including attorney's fees, that may arise from or in connection with his or her entry, possession or use of any prize, or his or her participation in the Promotion, or from any misuse or malfunction of any prize awarded.
7. **Draw:**
 - a) The draw will take place at Nine Digital Pty Ltd, Level 6, Tower Building, Australia Square, 264-278 George Street, Sydney NSW 2000, Australia at 11:00 am AEDT on 01/03/17 using computerised random selection.
 - b) The first valid entry drawn will be the winner of the travel prize specified in the Schedule table above.
 - c) The draw conductor may draw reserve entries and record them in the order they are drawn. The reserve entries may be referred to in case an invalid entry or ineligible entrant is drawn.
 - d) If a draw is scheduled on the weekend or a public holiday, the draw will be conducted at the same time and location on the following business day. The Promoter will ensure each draw is open for public scrutiny and anyone may witness the draw on request. The winner of a drawn prize is determined by chance.
8. All reasonable attempts will be made to contact each winner.
9. If any winner chooses not to (or is unable to) take their prize or a portion of their prize, or for any reason whatsoever a winner does not take their prize or a portion of their prize at or by the time stipulated by the Promoter, or is unavailable at the designated time for the Event and/or the travel dates stipulated by the Promoter, they forfeit the prize or that portion of the prize and the Promoter is not obliged to offer a substitute or compensation.
10. The value of the prize is accurate and based upon the recommended retail value of the prize (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prize after that date.
11. The Promoter accepts no other liability or responsibility for any loss incurred by any winner or any other party if any prize (or any portion of any prize) is unavailable for any reason.
12. No entry fee is charged by the Promoter to enter the Promotion. Where entry is allowed online, there is no additional cost to enter the Promotion other than any cost paid by the entrant to access the website or social media platform of entry via their Internet service provider.
13. The prize will be awarded to the person named in the respective winning entry and any entry that is made on behalf of an entrant or by a third party will be invalid. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
14. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at https://login.nine.com.au/privacy?client_id=9nowweb. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the

entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. Personal information collected from entrants will not be disclosed to any entity located outside of Australia.

15. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and State/Territory or postcode of residence.
16. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of the prize, if the Promoter determines in their absolute discretion, that a winner is not in the physical or mental condition necessary to be able to safely participate in or accept the prize. It is a condition of accepting the prize that the winner (or their parent or legal guardian if under the age of 18) may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving the prize.
17. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
18. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
19. If for any reason any aspect of this Promotion is not capable of running as planned, without limitation, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.
20. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable or compensation proof, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing (in the opinion of the Promoter) objectionable content including offensive or defamatory images or language, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
21. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each entrant and no correspondence will be entered into.
22. The Promoter, its associated agencies and companies and those agencies and companies associated with the Promotion, and each of their respective officers, employees, contractors and agents, will not be liable for any loss (including, without limitation, direct, indirect, special or consequential loss or loss of profits or opportunity), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Promotion, including but not limited to any technical difficulties or malfunction, any theft or unauthorised access or third party interference, any electronic or human error in the administration of the Promotion, any entrant's participation in the Promotion and any winner's (and if applicable, their companion's) acceptance or use of any prize (or recommendation) or any prize (or any portion of any prize) being substituted in accordance with these Conditions of Entry or being otherwise unavailable for any reason, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
23. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the

Promoter may use and authorise others to use any such marketing and editorial material (including the entrant's name, image, likeness and voice in or in connection with such material) in any manner and media worldwide for an unlimited period of time without further notification, reference or compensation to them.

24. Unless otherwise specified, a prize is a single event for the winner (and where relevant their guests) and cannot be separated into separate events or components.
25. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
26. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
27. Authorised under: ACT Permit No. TP16/02407 and NSW Permit No. LTPS/09668.