

“WIN \$1,000 CASH” PROMOTION
TERMS AND CONDITIONS

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The promoter is Yahoo7 Pty Limited (ABN 60 089 187 100) of Level 2, Pier 8&9, 23 Hickson Road, Millers Point, NSW 2000, telephone 02 8288 4600 (“**Promoter**”).
3. Entry is only open to Australian residents aged 18 years or over.
4. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible 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. Promotion commences on 09/09/2015 and final entries close at 11:59pm AEDST on 21/10/2015 (“**Promotional Period**”).
6. To enter, individuals must complete one (1) of the following entry methods during the Promotional Period:

Website Entry:

- a) visit www.yahoo7.com.au/wincash;
- b) follow the prompts to the promotion entry page;
- c) input the requested details (including their full name, a valid email address, telephone number, date of birth, post code and State/Territory of residence);
- d) agree to the Terms and Conditions by ticking the relevant tick box;
- e) confirm they are aged 18 years or over by ticking the relevant tick box; and
- f) submit the full completed entry form;

OR

Facebook Entry:

- a) visit the Yahoo7 Facebook Page at www.facebook/yahoo7 (“**Facebook Page**”)
- b) follow the prompts to the promotion entry page;
- c) input the requested details (including their full name, a valid email address, telephone number, date of birth, post code and State/Territory of residence);
- d) agree to the Terms and Conditions by ticking the relevant tick box;
- e) confirm they are aged 18 years or over by ticking the relevant tick box; and
- f) submit the full completed entry form.

7. Incomplete or indecipherable entries will be deemed invalid.
8. Only one (1) entry permitted per person.
9. 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 reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may 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. The Promoter’s legal rights to recover damages or other compensation from such an offender are reserved.
10. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
11. The draw will take place at Anisimoff Legal, Level 5, 492 St Kilda Road, Melbourne, VIC 3004 on 23/10/2015 at 10:00am AEDST. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.

12. The winner will be notified by telephone and email within two (2) business days of the draw and their name will be published online at www.yahoo7.com.au/wincash from 26/10/2015.
13. The Promoter's decision is final and no correspondence will be entered into.
14. The first valid entry draw will win \$1,000, awarded by bank deposit to a nominated bank account in the winner's name.
15. Subject to the unclaimed prize draw clause, if for any reason the winner does not take the prize then the prize will be forfeited.
16. Total prize pool value is \$1,000.
17. The prize, or any unused portion of the prize, is not transferable or exchangeable.
18. A draw for the prize, if unclaimed, may take place on 25/01/2016 at the same time and place as the original draw, subject to any directions from a regulatory authority. The winner, if any, will be notified by telephone and email within two (2) business days of the draw and their name will be published online at www.yahoo7.com.au/wincash from 28/01/2016.
19. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
20. 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, including but not limited to technical difficulties, unauthorised intervention or fraud, 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.
21. Any cost associated with accessing the promotional website or Facebook Page is the entrant's responsibility and is dependent on the Internet service provider used.
22. 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 States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) 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 the promotion.
23. 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) taking/use of a prize.
24. As a condition of accepting the prize, the winner must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.

25. Entry and continued participation in the promotion via Facebook is dependent on entrants following and acting in accordance with the Facebook Statement of Rights and Responsibilities, which can be viewed at www.facebook.com/terms.php.
26. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants understand that they are providing their information to the Promoter and not to Facebook. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Facebook. Facebook will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.
27. By entering this promotion, entrants agree to the Promoter collecting, using and disclosing their personal information for the purpose of conducting and promoting this promotion, in accordance with Yahoo7's Privacy Policy which is available at <https://info.yahoo.com/privacy/au/yahoo/> which entrants acknowledge they have read and agree to. This privacy policy contains important information regarding how the Promoter handles entrants' personal information, including how entrants can access and/or correct their personal information, or make a complaint about the handing of their personal information. Entry is conditional on providing this information. Additionally, by ticking the relevant opt-in box/es, entrants agree to the Promoter and its trusted partners using their personal information to help the Promoter communicate with them about offers from the Promoter and its marketing partners (which offers entrants may opt-out of receiving), and they agree to the Promoter disclosing their information to such partners in connection with such purposes. The Promoter may also provide personal information to the relevant gaming authorities, if requested. Unless otherwise indicated by the Promoter, the Promoter may disclose entrants' personal information to entities outside of Australia (for a list of the countries, see the Promoter's Privacy Policy), and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering the promotion entrants consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that the Promoter is not liable in this regard.

NSW Permit No. LTPS/15/06718, ACT Permit No. TP15/07171.