



CHANNEL SEVEN
Toyota AFL Hilux Competition
Terms and Conditions

By entering the Toyota AFL Hilux Competition (the "Competition"), you (the "Entrant") are agreeing to the following terms and conditions:

1. STANDARD TERMS

- 1.1. Information on how to enter forms part of the terms of entry.

2. WHO CAN ENTER?

- 2.1. Subject to clause 2.2, entry is open to all residents of Australia aged 18 years of age or older where the Channel Seven signal is received.
- 2.2. Employees and their immediate families of Seven Network (Operations) Limited (**Promoter**), Toyota Motor Corporation Australia Limited (**Sponsor**) and their associated agencies and companies are not eligible to enter.

3. HOW TO ENTER

- 3.1. The Competition commences on **18 September 2015 @ 09:00 AEST** and concludes on **Thursday 1 October 2015 @ 23:59 AEST** ("Competition Period").
- 3.2. Entrants must watch Channel Seven throughout the Competition Period wherein a Competition spot will air from time to time in commercial airtime.
- 3.3. The Competition spot will invite viewers to enter the Competition. To enter, viewers must register their entry via the promotion page housed on Yahoo7 at www.yahoo7.com.au/toyotacountdown (**Promotion Page**).
- 3.4. Entrants are to complete the registration and entry form on the Promotion Page in accordance with the instructions on the Promotion Webpage, including providing their name, address and telephone number and stating in 25 words or less about the entrant's favourite Unbreakable moment from the 2015 Toyota AFL Premiership Season.
- 3.5. Entries will be judged on creativity and originality.
- 3.6. Entrants (including winners) in the Competition may enter as many times as they like but may not use "scripting" for multiple entries (which will be deemed invalid).
- 3.7. Entries must be received by the Promotion Page by 23:59 AEST on Thursday 1 October 2015.
- 3.8. The entry must be:
- (a) the original independent creation of the entrant; and
 - (b) be free from any claims, including copyright or trademark claims, by other parties.
- 3.9. By participating in this Competition, each Entrant warrants that their entry will comply with clause 3.7. Entrants agree to indemnify the Promoter and Sponsor against all costs and claims by third parties arising from a breach of this and any other warranty provided by them in these Terms and Conditions.
- 3.10. Entries that contain prohibited or inappropriate content, content that is disparaging to the Promoter or the Sponsor, or that are otherwise in breach of these Terms and Conditions, as determined by the Promoter, will be deemed invalid and any entrant that submits such material will not be eligible to win.
- 3.11. Incomplete, indecipherable or illegible entries will be deemed invalid.

- 3.12. Entrants in the Competition may enter as many times as they like in the Competition Period, subject to the following:
- (a) Each entry must be substantially unique; and
 - (b) Each entry must be submitted separately and in accordance with entry requirements.
- 3.13. The winners agree to grant the Promoter and the Sponsor a perpetual and non-exclusive licence to use their entries in all media worldwide and the winners will not be entitled to any fee for such use.
- 3.14. The time of entry will in each case be the time indicated in the entry submitted at www.yahoo7.com.au/toyotacountdown.
- 3.15. All entrants must be over the age of 18 to enter.

4. **PRIZES**

- 4.1. There will be one (1) winner of the Competition who will receive the prize set out below.

	Prize Details	[Minimum Value]
1 x Major Prize	A 4x4 SR5 Double Cab all new Hilux. The prize includes 6-speed automatic transmission, climate control air conditioning, power front and rear windows, smart entry and start system, power steering, cruise control, multi information display and steering wheel mounted audio controls. Includes metallic paint and the following On Road Costs: 12 months car registration, 12 months compulsory third party insurance, stamp duty, and dealer delivery charges.	\$55,990 AUD driveaway

Total Combined Minimum Prize Value is: \$55,990 (excluding GST). Prize value is based upon the recommended retail prices on a driveaway basis and is correct as of 18 September 2015. The Promoter accepts no responsibility for any change in prize value between now and the end of the Competition Period. The winner is not entitled to receive any money from any party if there is a difference between the maximum prize value and the actual prize value at the time of the draw.

The Major Prize Draw winner receiving the prize detailed in clause 4.1 above must abide by the following conditions:

- a) The winner will be required to provide their details to the Sponsor within 8 weeks of being contacted by the Promoter.
- b) With the approval from the Promoter, if the winner of the prize does not have a valid Australian Driver's Licence it can be transferred to a nominated family member at the approval of the Promoter.
- c) Colour selection of the major prize is at the discretion of the Sponsor and is subject to availability.
- d) The prize will be delivered to the winner's closest Toyota Dealership. The Promoter is not liable for any costs associated with the prize winner travelling to their nearest Toyota Dealership to collect the prize. Timing of prize delivery will be subject to availability.
- e) Independent financial advice should be sought as tax implications may arise as a result of accepting the prize. Neither the Sponsor nor the Promoter accept any responsibility for any tax implications that may arise from winning of the prize.
- f) The prize is on a driveaway basis and includes metallic paint & the following On Road Costs: 12 months car registration, 12 months compulsory third party insurance, stamp duty, and dealer

delivery charges. All other charges including all optional extras and accessories, comprehensive insurance and any other insurance not stated, petrol, personal costs and all other ancillary or related costs not expressly stated are excluded and do not form part of the prize and are the sole responsibility of the winner. If applicable, in WA, the winner will be responsible for arranging and paying for an immobiliser to be fitted, as required by WA Road Traffic regulations.

- g) The winner must provide all information and sign all documentation necessary to enable the Sponsor to register the vehicle in the name of the winner prior to collection. Receipt of the prize is subject to the winner being able to lawfully take possession of the prize and comply with all registration and compulsory third-party insurance requirements of the state/territory in the state/territory the winner elects to register the prize.

- 4.2. The prize (or any part thereof) cannot be sold, is not transferable or exchangeable and cannot be taken for cash.
- 4.3. Unless expressly stated in these Terms and Conditions all other expenses become the responsibility of the winner.
- 4.4. In the event an element of the prize outlined in the above is called off or postponed for any reason, the winner forfeits the specified element and no cash or alternative offer will be substituted in lieu of that part of the prize.
- 4.5. In participating for the prize, the winner agrees 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 companion) agree to grant the Promoter a perpetual and exclusive licence to use such footage and photographs in all media worldwide and the winners (and their companion) will not be entitled to any fee for such use.
- 4.6. The winners agree they will not (and will ensure that their companion does not) sell or otherwise provide their story and/or photographs to any media or other organisation (apart from the Promoter).
- 4.7. Full details of the prize 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.

5. HOW TO WIN

- 5.1 All entries will be judged at the Promoter's offices at 38-42 Pirrama Road, Pyrmont NSW 2009 on Friday 2 October 2015. The winner will be judged by a panel of judges appointed by the Promoter. The winning entry will be deemed to be the most creative and original entry from all entries received. The Competition is a game of skill and chance plays no part in determining the winner.
- 5.2 The winner will be notified by a phone call on the day of judging, and a letter advising the winner of their prize will also be express posted. The winner may also be announced at the 2015 Toyota AFL Grand Final Parade on Friday 2 October 2015.
- 5.3 The judges' decision is final and the Promoter will not enter into correspondence regarding the result.
- 5.4 It is a condition of accepting the prize that the winner (and any companions) must comply with all conditions of use of the prize and also the Sponsor's requirements (or those of their associated agencies and companies).
- 5.5 It is a condition of accepting the prize that the winner 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.

- 6.2 The Promoter (& its affiliates), the Sponsor and their associated agencies and companies will take no responsibility for the prize being damaged or lost in transit, or late or lost.
- 6.3 The Promoter (& its affiliates), the Sponsor and their associated agencies and companies will not be liable for any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur:
 - a) during the judging;
 - b) in the participation in any prize;
 - c) as a consequence of late, lost or misdirected mail;
 - d) 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;
 - e) in relation to failure of an entry message to be received by the Promoter on account of technical problems or traffic congestion;
 - f) arising from or related to any problem or technical malfunction of any telephone network or lines or mobile communications network related to or resulting from participation in this Competition; or
 - g) arising from or related to any problem or technical malfunction of any computer equipment, software, internet connection, any injury or damage to entrant's or any other person's computer software related to or resulting from participation in this Competition.
- 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 the Promoter's programming, scheduling or production requirements.

7. PROMOTER'S DETAILS

- 7.1. The Promoter is Seven Network (Operations) Limited (ABN 65 052 845 262) of Level 2, 38-42 Pirrama Road, Pyrmont, NSW 2009.
- 7.2. The Sponsor is Toyota Motor Company Australia Limited (ABN 64 009 686 097) of 155 Bertie Street, Port Melbourne, VIC 3027.
- 7.3 Entry details remain the property of the Promoter. Yahoo!7 Pty Ltd, on behalf of the Promoter 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 West Media'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, 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 Toyota Motor Company Australia Limited for the purpose of them sending you such information directly. We will always provide you with the ability to opt out of those communications.

7.4 By submitting an entry to the Promotion, each entrant assigns all rights in the entry to the Promoter and Sponsor and consents to the Promoter and Sponsor using the entry in any manner the Promoter wishes (including modifying, adapting or publishing the entry, whether in original or modified form, in whole or in part or not at all), by way of all media, without payment to the entrant (of royalties, compensation or otherwise). By submitting an entry, each entrant consents to any dealings with the entry that may otherwise infringe their moral rights in the entry. The Promoter may copy any content submitted as part of an entry, cause the content to be seen and/or heard in public, and communicate the content to the public. It may also allow third parties to do these things.