

**“VACATION” PROMOTION
TERMS AND CONDITIONS**

1. Information on how to enter and the prize 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 (“**Promoter**”).
3. The sponsor is Roadshow Films Pty Ltd (ABN 28 100 746 870) of Level 4, 235 Pyrmont Street, Pyrmont, NSW 2009 (“**Sponsor**”).
4. Entry is only open to Australian residents. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion.
5. Employees (and their immediate families) of the Promoter, Sponsor 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.
6. Promotion commences at 9:00am AEDST on 23/12/2015 and closes at 11:59pm AEDST on 06/01/2016 (“**Promotional Period**”).
7. To enter, individuals must complete the following steps during the Promotional Period:
 - a) visit www.yahoo7.com.au/vacation;
 - b) follow the prompts to the promotion entry page;
 - c) input the requested details (including their full name, a valid email address, telephone number, and postal address);
 - d) provide an answer to the promotional question “*What is your most hilarious family vacation story?*” in 25 words or less;
 - e) agree to the Terms and Conditions by ticking the relevant tick box; and
 - f) submit the full completed entry form.
8. Incomplete or indecipherable entries will be deemed invalid.
9. Multiple entries permitted, 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.
10. 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.
11. 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.
12. This is a game of skill and chance plays no part in determining the winners. Each entry will be individually judged based on the originality, literary merit, creative merit and humour of the answer provided to the promotional question. The judging will take place at the Promoter’s premises from 5:00pm AEDST on 07/01/2016. The judges may select additional reserve entries which they determine to be the next best, and record them in order of merit, in case of an invalid entry or ineligible entrant.

13. The winner will be notified by email and telephone.
14. The Promoter's decision is final and no correspondence will be entered into.
15. The best valid entry, as determined by the judges, will win a \$5,000 Prepaid Visa Gift Card.
16. The Prepaid Visa Gift Card ("**Gift Card**") must be activated within 3 months of the date of issue, and is only valid for 12 months from the date of issue. Any ancillary costs associated with redeeming the Gift Card are not included. Any unused balance of the Gift Card will not be awarded as cash. Redemption of the Gift Card is subject to any terms and conditions of the issuer, available at www.giftardplanet.com.au.
17. If the winner is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian.
18. If for any reason the winner does not take the prize by the time stipulated by the Promoter, then the prize will be forfeited.
19. Total prize pool value is \$5,000.
20. The prize, or any unused portion of the prize, is not transferable or exchangeable.
21. Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to answers to the promotional question ("**Content**"). The Promoter and Sponsor shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:
 - (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
 - (b) their Content shall not contain viruses or cause injury or harm to any person or entity;
 - (c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
 - (d) the Content is the original work of the entrant that does not infringe the rights of any third party;
 - (e) they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant that they have the full authority to grant these rights; and
 - (f) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the entrant agrees to indemnify the Promoter and Sponsor for any breach of the above terms.

22. As a condition of entering this promotion, each entrant licenses and grants the Promoter and Sponsor, their affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.
23. Entrants consent to the Promoter and Sponsor 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.

24. 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) to modify, suspend, terminate or cancel the promotion, as appropriate.
25. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
26. 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 and Sponsor (including their respective officers, employees and agents) exclude 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.
27. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and Sponsor (including their respective officers, employees and agents) are not responsible for and exclude 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 or Sponsor'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 or Sponsor; (d) any variation in prize value to that stated in these Terms and Conditions; (e) if the 'Paper Towns' US Premiere event is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a winner or entrant; or (g) taking/use of the prize.
28. 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. In the event the winner is under the age of 18, a nominated parent/legal guardian of such person will be required to sign the legal documentation required under this clause on their behalf.
29. 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 Yahoo!7'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, (a) 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 and/or (b) entrants agree to the Promoter sharing their personal information with the Sponsor and they acknowledge that the Sponsor will be solely responsible for its use of such information. 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.