

“YOUR SINGAPORE” 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. 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 08/02/2016 and closes at 11:59pm AEDST on 31/03/2016 (“**Promotional Period**”).
6. To enter, individuals must complete the following steps during the Promotional Period:
 - a) visit <https://au.travel.yahoo.com/yoursingapore/competition/>
 - 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) specify four (4) destinations out of eight (8) displayed locations in Singapore that they would like to visit
 - e) provide an answer to the promotional question “*Why you would like to include these places for your Singapore trip?*” in 50 words or less;
 - f) agree to the Terms and Conditions by ticking the relevant tick box; and
 - g) submit the full completed entry form.
7. Incomplete or indecipherable entries will be deemed invalid.
8. Multiple entries permitted, subject to the following: (a) each entry must be substantially unique; (b) each entry must be submitted separately and in accordance with entry requirements; and (c) a maximum of one (1) entry is permitted per person per day.
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. This is a game of skill and chance plays no part in determining the winner. 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 on 1/04/2016. 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.
12. The winners will be notified by email and telephone.
13. The Promoter’s decision is final and no correspondence will be entered into.

14. The best two (2) valid entries, as determined by the judges, will each win a trip for four (4) people to Singapore, valued at up to AU\$16,000 depending on date and point of departure. Prize includes:
 - return economy airfares from winner's nearest Australian capital city to Singapore for four (4) people;
 - return private transfers from the Singapore airport to the accommodation in Singapore for four (4) people;
 - four (4) nights accommodation in a minimum 4-star hotel in Singapore for four (4) people (exact hotel and room type determined by the Promoter in its absolute discretion); and
 - select activities in Singapore for four (4) people, up to the maximum value of AU\$250 per person (exact activities determined by the Promoter in its absolute discretion); and
 - AU\$1,000 spending money for the winner, awarded either as a cheque in the winner's name or as an electronic funds transfer into an account in the winner's name (winner's choice).

15. The following conditions apply to the prize:
 - Additional spending money, meals, taxes (excluding airline and airport taxes), insurance, passports, visas, vaccinations, transport to and from departure point, additional transfers, items of a personal nature, in-room charges and all other ancillary costs are not included.
 - The winner and his/her companion are responsible for ensuring that they have valid passports, and any requisite visas, vaccinations and travel documentation.
 - Itinerary to be determined by the Promoter in agreement with the winner but in the event that agreement can not be reached, the Promoter reserves the right to determine the itinerary.
 - Frequent flyer points will not form part of the prize.
 - Prize is subject to the standard terms and conditions of individual prize and service providers.
 - The winner may select three (3) guests of any age, however, all guests under 18 years of age must travel with their parent or legal guardian.
 - Winner will be required to complete a prize acceptance form, including a liability and publicity waiver, within 6 weeks of being notified they are a winner to formally accept the prize. Guests will be required to sign a prize acceptance form, including liability and publicity waiver, before the prize booking can be made.
 - Winner must finalise the prize booking within 12 weeks of the prize judging date and all travel must be completed within 12 months of the prize judging date. Winner must book at least 60 days prior to intended travel departure.
 - Prize is a single event holiday and cannot be separated into different holiday vacations.
 - Availability cannot be guaranteed during Christmas, school holiday and special event periods.
 - All passengers must travel together on the same flights and stay at the same property.
 - No compensation or alternative travel plans will be arranged should the prize winner and/or their guests miss their outbound or return flights or fail to meet any check in requirements for any reason. These costs will be the responsibility and expense of the winner and their guests.
 - A credit card imprint will be required from the winner at check-in to the hotel for all incidental charges.
 - Once booking is confirmed no changes are allowed, unless otherwise authorised by the Promoter in its absolute discretion and if permitted will incur a fee of \$150 including GST plus supplier charges which is payable by the winner.
 - Travel suppliers/airlines to be chosen at the discretion of 33 Degrees Worldwide Pty Ltd (the Prizing Agency).
 - Comprehensive travel insurance is compulsory and at the expense of the winner.
 - The winner agrees they will not sell or otherwise provide their story and/or photographs to any media or other organization, unless approved otherwise, in writing, by the Promoter.

16. If a prize (or part of a prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification.

17. If for any reason a winner does not take a prize (or part of a prize) by the time stipulated by the Promoter, then the prize (or that part of a prize) will be forfeited.

18. Total prize pool value is up to AU\$32,000.

19. The prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash, unless specified otherwise.

20. 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 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 for any breach of the above terms.

21. As a condition of entering this promotion, each entrant licenses and grants the Promoter, 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.
22. 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.
23. 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.
24. Any cost associated with accessing the promotional website is the entrant’s responsibility and is dependent on the Internet service provider used.
25. 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.
26. 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.

27. As a condition of accepting a prize, each winner (and his/her companions) 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 one of their companions are 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.
28. 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 handling 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. 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.