

**LIFESTYLE ANIMAL TALES
TERMS & CONDITIONS**

DEFINITIONS

1. The following definitions apply to these Terms and Conditions:
 - a) "Closing Date" means 23:59hrs on Thursday 17 September, 2015.
 - b) "Commencement Date" means 08:00hrs on Thursday 30 July, 2015.
 - c) "Determination Date" means 10:00hrs on Thursday 1 October, 2015.
 - d) "Entrant" means a person who enters the Promotion.
 - e) "Prize" means a prize offered in the Promotion. "Prizes" means all of the prizes offered in the Promotion.
 - f) "Promoter" means Foxtel Management Pty Ltd ABN 65 068 671 938, of 5 Thomas Holt Drive, North Ryde, NSW 2113.
 - g) "Promotion" means this competition.
 - h) "Promotion Period" means the period between the Commencement Date and the Closing Date.
 - i) "Relevant Parties" means the Promoter and the agencies and companies that are associated with the Promoter or the Promotion.
 - j) "Supplier" means the supplier of the Prizes.
 - k) "Website" means the LifeStyle Channel official website, located at www.lifestyle.com.au.
 - l) "Winner" means an Entrant who wins a Prize, including in the Unclaimed Prize Determination.
 - m) "Unclaimed Prize Determination" has the meaning set out in clause 32.
 - n) "Unclaimed Prize Determination Date" means Monday 2 November, 2015.

2. All times and dates are times and dates in Sydney, which may be AEST or AEDT depending on the date. All times are stated using the 24-hour clock. 00:00hrs is the start of a day and 24:00hrs is the end of a day.

PARTICIPATION

3. The Promotion is conducted by the Promoter.
4. The Promotion is a game of skill, and chance plays no part in determining the Winners.
5. Entry to the Promotion constitutes acceptance of these Terms and Conditions. By entering the Promotion, Entrants accept and acknowledge full responsibility for their decision to participate in the Promotion and to take a Prize if they are a Winner.
6. All entry instructions and prize information published by the Promoter form part of these Terms and Conditions.
7. This Promotion will be advertised on the Website, the Lifestyle Channel and in electronic direct marketing sent to consenting Lifestyle customers during the Promotion Period.
8. An Entrant is eligible to win a Prize if they:
 - a) are a permanent resident of Australia; and
 - b) are over the age of 18, or, if under the age of 18, have their parent's or guardian's permission before entering the Promotion;and are not:
 - c) employees of:

- i. the Promoter, Optus or Telstra;
 - ii. the Supplier;
 - iii. any corporations or agencies related to the entities in paragraphs (i) and (ii) above; or
 - iv. any of the Relevant Parties; or
 - d) a spouse, de facto spouse, parent, child or sibling (whether natural or by marriage or adoption) of a person who is an employee of any of the entities listed in paragraph (c) above.
9. Entry to the Promotion commences on the Commencement Date and closes on the Closing Date.

ENTRY

10. To enter the Promotion, an Entrant must, during the Promotion Period:
- a) go to the Website; and
 - b) click on the "WIN" tab and the Promotion link; and
 - c) click on the "Add a Story" link; and
 - d) complete all of the required data entry fields on the entry form; and
 - e) following all instructions on the Website, upload an original animal photo along with a description (the "**Entry Material**").
11. Entries to the Promotion will be moderated, please allow up to 72 hours for eligible entries to appear on the Website.
12. An Entrant's photo and description (the "**Entry Material**") must be the Entrant's original work and must not infringe the copyright, moral rights, trademark rights or any other rights of any third party. Each Entrant warrants that all Entry Material is their own original work and is not copied in any manner from any other work or works.
13. Entrants retain all ownership in their Entry Material. However, by submitting their Entry Material, Entrants hereby grant the Promoter an irrevocable, non-exclusive, worldwide, royalty free, sub-licensable and transferable license to use, reproduce, distribute, prepare derivative works of and display the Entry Material for the purposes of conducting and promoting this Promotion, awarding the Prizes and advertising and marketing the Promoter or the Promotion on all media now known or later devised, in perpetuity.
14. By entering the Promotion, Entrants consent to any use of their Entry Material by the Promoter which may otherwise infringe an Entrant's moral rights in the Entry Material, including (without limitation):
- a) exercising any of the rights in the Entry Material without identifying the Entrant; and
 - b) using the Entry Material in any way that the Promoter sees fit, even if it results in derogatory treatment of the Entry Material (as defined in the *Copyright Act 1968* (Cth)).
15. Each Entrant warrants that:
- c) he/she has the full power and capacity to grant the rights, warranties and consents set out in these Terms and Conditions; and
 - d) he/she will fully indemnify the Promoter against any loss or damage suffered by the Promoter:
 - i. in the event any of the warranties given by the Entrant are false;
 - ii. as a result of any breach of these Terms and Conditions by the Entrant; and

- iii. they have consent from each person appearing in the Entry Material, if applicable (or if a person appearing in the Entry Material is under the age of 18, from that person's parent or legal guardian).
16. An Entrant's entry must not be:
 - a) late;
 - b) delayed;
 - c) incomplete;
 - d) incomprehensible;
 - e) unlawful;
 - f) obscene;
 - g) defamatory;
 - h) libellous;
 - i) threatening;
 - j) pornographic;
 - k) harassing;
 - l) hateful;
 - m) racially or ethnically offensive;
 - n) capable of encouraging conduct that would be considered a criminal offence;
 - o) capable of violating any law; and/or
 - p) capable of giving rise to civil liability.
17. The Promoter may disqualify any entry which it determines, in its absolute discretion, is inconsistent with these Terms and Conditions.
18. An Entrant may enter the Promotion multiple times over the Promotion Period, provided that all of the Entry Material supplied is unique.
19. Only one (1) Prize will be awarded per person over the entire Promotion Period.
20. Entrants must ensure that their entries are received by the Promoter during the Promotion Period. All entries are deemed to be received at the time of receipt by the Promoter, not the time of transmission by the Entrant. The Promoter takes no responsibility for late, lost or misdirected entries or for any delays or failures in any telecommunications services or equipment.
21. Entry via the Website is free. However, any costs associated with accessing the Website are the responsibility of the person seeking access and are dependent on the internet service provider used.
22. Entrants must make their Website entries manually using an internet browser. The Promoter may reject an entry if it reasonably forms the opinion that the entry has been made using automated entry means or by use of a computer entry service.
23. Should an Entrant's contact details change at any time between the date on which they enter the Promotion and the Unclaimed Prize Draw Date, that Entrant must notify the Promoter of their correct contact details immediately.
24. All entries to the Promotion may be subject to verification by the Promoter. An Entrant must, within seven (7) days of being asked, at the Promoter's cost:
 - a) allow the Promoter to inspect and copy any documents the Promoter may request establishing eligibility to enter the Promotion, including but not limited to evidence of age, residence and/or identity.
25. The Promoter may decide in its sole discretion which documents are considered suitable for establishing eligibility to enter or win. In the event that a Winner

cannot provide suitable proof of eligibility, that Winner will forfeit their Prize in whole and no substitute or compensation will be offered.

26. Any entry that is made on behalf of an Entrant by a third party, or otherwise by proxy, will be invalid.
27. The Promoter may, at its absolute discretion, declare any or all entries made by an Entrant to be invalid if the Entrant:
 - a) fails to establish their entitlement to win the Promotion to the Promoter's satisfaction; or
 - b) fails to produce items as required by clause 24 or produces items that appear to be illegible, stolen, forged, reconstructed, altered, incomplete or tampered with in any way; or
 - c) appears, to the Promoter, to have tampered with, or benefited from tampering with, the entry process; or
 - d) has submitted an entry that is not in accordance with these Terms and Conditions.

WINNERS

28. There will be five (5) Winners determined from all entries received during the Promotion Period. Each Winner will receive one (1) Prize.
29. Twenty (20) finalists will be selected by the Promoter at 5 Thomas Holt Drive, North Ryde, NSW 2113 and submitted to Dr James Carroll and Dr Anthony Bennett (the "**Village Vets**") for judging. The Winners will be determined by the Village Vets on the Determination Date. The Winners will be the Entrants who, in the sole opinion of the judges, have submitted the most original and creative Entry Material.
30. The decisions by the Promoter and the Village Vets are final and no correspondence will be entered into.
31. The Winners will be notified by phone and in writing within two (2) days of the Determination Date.
32. All reasonable attempts will be made to contact the Winners. If a Prize is:
 - a) not claimed by the Winner by 10:00hrs on the Unclaimed Prize Determination Date; or
 - b) forfeited for any reason,the Prize will be awarded to another Entrant in an unclaimed prize determination (the "**Unclaimed Prize Determination**"), which will take place at 11:00hrs on the Unclaimed Prize Determination Date and will be conducted by the Promoter at 5 Thomas Holt Drive, North Ryde, NSW 2113. The Winner/s of the Unclaimed Prize Determination will be notified by phone and in writing within two (2) days of the Unclaimed Prize Determination Date.

PRIZES

33. Each Prize consists of \$1,000.00 in cash, which will be provided in the form of a crossed cheque made out to the Winner or (at the Promoter's discretion) by EFT to a bank account nominated by the Winner.

**THE TOTAL PRIZE POOL FOR THIS PROMOTION IS VALUED AT A
MAXIMUM OF \$5,000.00**

34. All Prize values are correct as at Friday 3 July, 2015 and are expressed in Australian dollars. The Promoter takes no responsibility for any variations in the Prize values.

35. If any Prize is unavailable for any reason, the Promoter will, in its absolute discretion, substitute alternative goods or services of no lesser retail value and/or specification. The Promoter accepts no other liability or responsibility for any loss incurred by any Winner or any other party if any Prize is unavailable for any reason.
36. Prizes cannot be refunded, transferred or exchanged.
37. Winners are advised that tax implications may arise from them winning a Prize and they should seek independent financial advice prior to accepting a Prize.
38. Once a Prize has left the Promoter's/Supplier's premises, the Promoter and the Relevant Parties will not be responsible for any delay in delivery or loss or damage to the Prize.
39. If the Determination Date or Unclaimed Prize Determination Date is a public holiday, the determination will be conducted on the following business day.
40. Prizes will be awarded to the people named in the winning entries.
41. Prizes will be awarded in the Promoter's sole discretion.

GENERAL

42. The Promoter reserves the right to take any action necessary in its sole discretion at any time.
43. To the full extent permitted by the law, the Relevant Parties will not be liable for any loss, damage, claim, cost, expense or personal injury suffered or sustained (including, but not limited to, that caused by any person's negligence) by any Entrant in connection with the Promotion or the Prizes, including:
 - e) any indirect, economic or consequential loss or loss of profits;
 - f) any loss arising from the negligence of a Relevant Party; and
 - g) any liability for personal injury or death.
44. If, for any reason, the Promotion is not capable of running as planned, including, without limitation, due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures, or any other causes beyond the control of the Promoter that corrupt or affect the administration, security, fairness or integrity, or proper conduct of the Promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process or take any other action, including to cancel, terminate, modify, or suspend the Promotion.
45. The Winners acknowledge that the Prizes may be subject to additional terms and conditions imposed by third parties. The Winners must become acquainted with any such additional terms and conditions prior to taking a Prize. The Promoter does not accept any responsibility and is not liable for any additional conditions imposed on the taking of the Prizes, or for the breach of those conditions by any person.
46. Except for any liability which cannot be excluded by law, the Promoter is not responsible for:
 - a) any problems or technical malfunction with any telephone network or lines, computer online systems, servers or providers, computer equipment, or software, or any technical problems or traffic congestion on any computer system or at any website, or any combination thereof,

- including (but not limited to) any injury or damage to participants or any other person's property related to or resulting from participation in the Promotion;
- b) any incorrect or inaccurate information, caused either by users, by any of the equipment or programming associated with or used in connection with the Promotion, or by any technical error that may occur in the course of the Promotion; or
 - c) any error; omission; interruption; deletion; defect; delay in operation or transmission; communications line failure; theft; or destruction or unauthorised access to, or alteration of, entries or Entrants' details.
47. Any attempt to cause damage to any website or the information on any website associated with this Promotion or to otherwise undermine the fair and legitimate operation of this Promotion may be a violation of criminal and civil laws. The Promoter reserves the right to seek damages in the fullest extent permitted by law in the event that any such attempt is made, whether or not that attempt results in any such damage, interference or undermining.
48. These Terms and Conditions are governed by the laws of New South Wales. The Promoter and all Entrants irrevocably submit to the non-exclusive jurisdiction of New South Wales.
49. These rules are Terms and Conditions and constitute the entire terms and conditions between the Entrant and the Promoter with respect to the Promotion and cannot be altered, modified, or amended.
50. All entries become the property of the Promoter.

PRIVACY

51. The Promoter is bound by the Australian Privacy Principles in the *Privacy Act 1988*. Entrants' personal information will be collected, used and disclosed as set out in the Foxtel Competition Privacy Notice for this Promotion (at <https://www.foxtel.com.au/got/support/accounts-billing/legal/comp-privacy-notice.html>) and the Foxtel Privacy Policy (at <http://www.foxtel.com.au/about-foxtel/privacy/default.htm>).