

Terms and Conditions – Win 50 Tickets for the St John Christmas Home Lottery *The Big One* (“The Big One Promotion”)

General

1. The Promoter is Advertiser Newspapers Pty Ltd ABN 77 007 872 997 of 31 Waymouth Street, Adelaide, SA, 5000. Telephone number 1300 130 370.
2. Information on how to enter and prizes forms part of the terms of entry. Entry into the Promotion is deemed acceptance of these terms and conditions. If there is any inconsistency between these terms and conditions and anything else that refers to this Promotion, these terms and conditions will prevail.

Who can enter?

3. Entry is open to all residents of South Australia who are 18 years or over.
4. Directors, contractors and employees (and immediate families) of the Promoter and of companies, suppliers and agencies associated with the Promotion including St John Lottery, its partners and PwC are not eligible to enter the Promotion.
5. The Promoter reserves the right at its sole discretion to request winners to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity or proof of registration ownership in order to claim a prize. If a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

When to enter

6. Promotion opens at Monday December 9 2019 at 12.00am ACST and concludes on Tuesday December 17 at 11.59pm ACST (**Promotion Period**). Entry forms will be in The Advertiser on Monday December 9 to Friday December 13 2019 . Entries must be received by the Promoter in the Promotion Period.
7. Promoter accepts no responsibility for any late, lost misdirected, delayed, ineligible, incomplete or corrupted entries or delays in the delivery of entries due to technical disruptions, network congestion or for any other reason.

How to enter

8. Entrants can enter by:

Obtaining and completing an original hard copy entry form for ‘The Big One’ from The Advertiser newspaper on any day in the period Monday 9 December to Friday 13 December 2019 (inclusive) and sending it to “WIN 50 The Big One Lottery Tickets”, Adelaide Mail Centre SA 5884 to be received within the Promotion Period. Each entry form / coupon must be sent in a separate, stamped, standard sized, standard mail envelope. Envelopes with multiple entry forms / coupons will be treated as a single entry. Only original entry form / coupon will be accepted, no photocopies allowed. Entries that are hand delivered or contain any objects not specified in these terms and conditions or which are sent by anything other than ordinary mail will be deemed invalid and will not be accepted. The entry form must be taken from the hard copy of the newspaper only. Digital copies will not be accepted.

9. Entrants must not:
 - (a) tamper with the entry process;
 - (b) engage in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion
 - (c) submit an entry that is not in accordance with these terms and conditions;
 - (d)
 - (e) use a third party (including online competition entry site) to enter on their behalf, except where the entrant needs to use those services of that third party to enter

- due to a disability; or
- (f) engage in conduct in entering the Promotion which, in the opinion of Promoter, is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter.

If an entrant is found to have breached these terms and conditions including this clause, the entrant will be disqualified so that they will have all their entries invalidated, any claim to any prize will be invalidated and where such an entrant has already been awarded a prize before being found to have breached these terms and conditions, the entrant must immediately return any awarded prize to the Promoter. The Promoter has sole discretion to determine if these terms and conditions have been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm or deny its suspicions in this regard and any failure to provide such requested documentation to the Promoter on request gives Promoter the right to disqualify the entrant. The Promoter's legal rights to recover damages or other compensation from any offender are reserved.

Number of Entries permitted

10. Entrants may enter as many times as they like provided each entry satisfies these terms and conditions.

Draw and Notification of winner

11. The winner will be the first valid entry submitted in accordance with these terms and conditions that is drawn by The Advertiser by hand barrel on Wednesday 18 December 2019 on 10am ACST at 31 Waymouth Street, Adelaide, SA 5000.
12. If any particular draw is scheduled on a public holiday, the draw will be conducted on the following business day.
13. The Promoter's decision is final, and the Promoter will not enter into correspondence regarding the competition result or any other decisions the Promoter makes in connection with the Promotion.
14. The winner will be notified by telephone or email within two days of the draw. The winner of the prize will be published in The Advertiser on Monday 23rd December 2019.
15. The prize will be awarded to the person named in the winning entry. However, in a dispute, will be awarded to the account holder of the entry mechanism used to submit their entry (i.e. mobile phone account holder or land line account holder).
16. If an entrant's contact details change during the Promotion Period, entrant must notify the Promoter. A request to access or modify any information provided in an entry should be sent to the Promoter.
17. The Promoter is not responsible for late, lost, destroyed, altered, damaged or defaced entry forms. Bona fide entry coupons may incorporate security and/or verification measures. A coupon is void if stolen, forged or tampered with in any way or if it fails any security or verification checks.

Prize on offer

18. Individual prize value is up to \$5,000 (including GST). Total prize pool value is up to \$5,000 (including GST) as at 14th November 2019. One winner will receive: 50 (fifty) tickets in the St John Christmas Home Lottery The Big One. The 50 tickets are for the main draw only and excludes the Early Bird Prize and Members only draws.
19. Unless otherwise expressly stated, prize values are based on the recommended retail

prices at the time of first publication of these terms and conditions (inclusive of GST). The Promoter accepts no responsibility for change in prize value between now and the ultimate prize redemption date.

20. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
21. Prizes cannot be transferred, exchanged or redeemed for cash.
22. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements. It is the responsibility of the winner to confirm such conditions with the prize supplier or other relevant third parties.
23. 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.
24. All entrants agree that if they win the prize, they will not, and their companions will not, sell or otherwise provide their story and/or photographs in relation to the taking of the prize, to any media or other organisation, without the Promoter's prior written consent. Photographs will be allowed to be taken only at the discretion of the Promoter and the prize provider.
25. In the event the winner cannot be contacted by Wednesday 18th December by 4pm ACST, then the prize tickets in the St John Lottery will have the name of the Promoter (as trustee for the unnamed winner of this Promotion) at the time of the draw of the St John Lottery. If the winner of this Promotion has not claimed their prize within one month of the draw of this Promotion, then if any of this Promotion's prize tickets won any prize in the St John Lottery, then the Promoter will do a second draw in this Promotion and will again allow one month to contact the winner. This process will continue until a winner is identified and contacted and claims the prize.

Further Terms and Conditions

26. If for any reason this 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 causes beyond the control of the Promoter, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter reserves the right in its sole discretion to take any action that may be available, and (without limitation) to cancel, terminate, modify or suspend the competition, subject to any direction given under State Regulation.
27. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State and Territory legislation. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
28. The Promoter will make reasonable efforts to deliver prizes to the addresses provided by competition entrants. If a prize is returned to the Promoter because it could not be delivered to the address provided, the Promoter cannot guarantee that it will be able to resend the prize to the prize winner. The Promoter and its associated agencies and companies will not be liable for any damage to or delay in transit of prizes.

Copyright

29. In consideration of the Promoter awarding the prize to the winner, the winner permits the winner's submission, image and/or voice, as recorded, photographed or filmed during the winner's participation in the prize to appear in connection with the Promoter or any of its related bodies corporate or the goods and services of any of them or the advertising or marketing of any of them, in any media whatsoever throughout the world and the winner will not be entitled to any fee.

Limitation of Liability

30. The Promoter does not exclude any rights and remedies in respect of goods or services under the Australian Consumer Law in the Competition and Consumer Act (2010) (Australian Consumer Law) which cannot be excluded, restricted or modified. However, the remainder of this clause will apply to the fullest extent permitted by law and the Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law.
31. The Promoter is not responsible for any incorrect or inaccurate information, either caused by entrant or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.

Entry details and privacy

32. The Promoter collects information about you, including for example your name and contact details which you provide when registering or using our services as well as information from data houses, social media services, our affiliates and other entities you deal or interact with for example by using their services. We collect and use that information to provide you with our goods and services, to promote and improve our goods and services, to provide you with targeted advertising based on your online activities, for the purposes described in our Privacy Policy and for any other purposes that we describe at the time of collection. We may disclose your information to our related companies, including those located outside Australia. Any of us may contact you for those purposes (including by email and SMS) at any time. We may also disclose your information to our service and content providers, including those located outside Australia. If you do not provide us with requested information, we may not be able to provide you with the goods and services you require. We may disclose your personal information to authorities and to the promoter of St John Lottery if you are a prize winner or otherwise as required by law. Further information about how we handle personal information, how you can complain about a breach of the Australian Privacy Principles, how we will deal with a complaint of that nature, how you can access or seek correction of your personal information and our contact details can be found in our Privacy Policy <https://preferences.news.com.au/privacy>