

“POST TELETHON DRAW” 2017 COMPETITION

TERMS AND CONDITIONS

By entering the “Post Telethon Raffle Draw” Competition (“the Competition”) you are agreeing to the following terms and conditions:

The promoters are Seven Network (Operations) Limited (ACN 052 845 262) of 38 – 42 Pirrama Road, Pyrmont NSW 2009 (“Seven Network (Operations) Limited”) and Golden West Network Pty Ltd (ACN 003 368 938) of Roberts Crescent, Bunbury WA 6230 (“GWN7”) (together the “Promoters”).

The benefitting party is Channel 7 Telethon Trust (ACN 069 482 829) of 50 Hasler Road, Osborne Park 6017 (“Channel 7 Telethon Trust”).

The Sponsor of the Competition is Hawaiian (ABN 21 008 792 863) of Ground Floor, 235 St George’s Terrace, Perth WA 6000 (“Hawaiian”).

BankWest, is a division of is a division of Commonwealth Bank of Australia (ABN 48 123 123 124) of 300 Murray Street (“Bankwest”) is assisting to facilitate the Competition.

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 Western Australia who make a donation or honours a pledge to TELETHON during the Competition Period (defined below), at any Bankwest Store, and/or by remittance directly to the Telethon office are eligible to enter the Competition.

2.2 Employees and their immediate families of Seven Network (Operations) Limited, GWN7, Channel 7 Telethon Trust, Hawaiian and Yamaha and their associated agencies and companies are not eligible to enter.

3. HOW TO ENTER

3.1 The Competition commences on Monday 23 October 2017 at 9.00am (Perth time) and concludes on Friday 1 December 2017 at 5.00pm (Perth time) (“Competition Period”).

3.2 All persons who make donations or honour pledges to Telethon within the Competition Period at any Bankwest Store, and/or by remittance directly to the Telethon office are eligible to enter the Competition.

3.3 Following the Telethon program telecast on 21 and 22 October 2017, viewers will be notified by announcements on Channel Seven Perth of the methods through which donations can be made and pledges honoured. Details of the prize that can be won if making a donation will also be included.

- 3.4 Each donation made in accordance with clause 3.2 will entitle the donor to one entry in the draw.
- 3.5 All donations must be received by 5.00pm (Perth time) on Friday 1 December 2017 to be eligible to enter the draw.
- 3.6 Entrants under the age of 18 must obtain the permission of a parent or guardian to participate in the Competition prior to entering.
- 3.7 It is the responsibility of the Entrant to ensure they provide their correct contact details, to ensure Telethon has the means to contact them if they are deemed a prize winner.

4. PRIZES

- 4.1 There will be one (1) major prize winner and five (5) minor prize winners.
- 4.2 The prizes are:

<p style="text-align: center;">One Major prize</p>	<p>Family Package for six (6) guests staying at Cable Beach Resort & Spa, Broome, including:-</p> <ul style="list-style-type: none"> • 7 x Nights in a Spa Deluxe Bungalow (sleeps 6 people) • Breakfast daily at Sunset Bar & Grill • Return economy airfares from Perth to Broome for six people • A dining voucher to the value of \$1000 • Return Broome Airport transfers <p>Non-transferable, Subject to availability, No cash value, Booking essential, Not valid during school holidays, Not valid over Easter, Broome Cup Week, Christmas or New Year's period. Full value of voucher must be redeemed in a single transaction. No change or credit will be given for unused balance. Any additional charges will be payable at time of use. Please note the expiry date, as certificates cannot be extended. Return economy flights from Perth to Broome for up to 6 people. Airfares are to be booked at the discretion of Hawaiian. Any charges incurred as a result of changes once flights are ticketed will be the responsibility of the prize winner.</p>	<p style="text-align: center;">\$15,000 (inc GST)</p>
<p style="text-align: center;">Five Minor prizes</p>	<p>Yamaha WX030 Smart Speakers valued at \$349 each. Colour TBC</p>	<p style="text-align: center;">\$1,745 (inc GST)</p>

The total prize pool is \$16,745 (inc GST).

- 4.3 Prize values are based on the recommended retail prices at the date of printing. The Promoters accept no responsibility for change in prize value between now and the ultimate date of travel.
- 4.4 The winner of the Cable Beach Resort prize (and their travelling companions) are responsible for all other expenses including but not limited to meals (unless specified), incidentals, travel insurance, spending money, activities (unless specified) and all transfers other than those specified. Cable Beach Resort & Spa will make the necessary bookings for the winner and guests. A credit card imprint or cash deposit may be required from the winner at check-in to the hotel, for all incidental charges. Travel arrangements to and from the Perth airport do not form part of the prize and are the responsibility of the winner and their companions.
- 4.5 In participating in the prizes, the winners agree 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 companions) agree to grant the Promoters a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide and the winner (and their companions) will not be entitled to any fee for such use.
- 4.6 Prizes cannot be transferred nor redeemed for cash. The winners should seek independent financial advice about any tax implications that may arise from the prize winnings.
- 4.7 Winners must comply with all prize suppliers' requirements.
- 4.8 The standard warranty conditions apply for all products. Any applications for extended warranty periods or warranty claims are the winner's responsibility and not that of the Promoters.
- 4.9 Unless expressly stated in these terms and conditions all other expenses related to the obtaining, upgrading, installing, insuring or otherwise using, upgrading or replacing the prize, become the responsibility of the winner.
- 4.10 Any costs related to any portion of the prizes, unless stated otherwise, are the responsibility of the winner.
- 4.11 Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
- 4.12 Full details of prizes can be obtained by telephoning Channel Seven on 9344 0777.

5. PRIZE REDEMPTION

- 5.1 For all enquiries related to the Major Prize, phone Lian Xavier at Cable Beach Resort & Spa on smadmin@cablebeachclub.com.au or 08 9426 8875 from Monday to Friday between the hours of 9.00am and 5.00pm.
- 5.1 The Yamaha WX030 Smart Speakers must be collected from the Telethon office (Channel Seven Perth, 50 Hasler Road, Osborne Park) by the winner, within 30 days of being notified their prize is ready for collection.

6. HOW TO WIN

- 6.1 Each donor who has made a donation in accordance with clause 3.2 (“Qualifying Entrant”) will be entered into the draw. The draw will take place at Channel 7 Telethon Trust, Channel Seven Perth, 50 Hasler Road, Osborne Park 6017, on Tuesday 5 December 2017 at 11am (Perth time).
- 6.2 The first Qualifying Entrant drawn at random will win the Cable Beach Resort & Spa holiday package. The next five (5) Qualifying Entrants drawn will win the Yamaha WX030 Smart Speakers.
- 6.3 The winners will be notified by a phone call within two (2) days of the draw.
- 6.4 The Promoters’ decision is final and the Promoters will not enter into correspondence regarding the result. The Promoters may in their absolute discretion deem entries invalid subsequently to a winner being notified or a winner’s name being announced if it is discovered that the winner did not enter the Competition in accordance with these terms and conditions. In these circumstances, a further draw will be conducted to determine a winner.

7. NO LIABILITY

- 7.1 In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoters’ 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 Promoters may in their absolute discretion cancel the Competition and recommence it from the start on the same conditions, subject to state government legislation.
- 7.2 Seven Network (Operations) Limited, GWN7, Channel 7 Telethon Trust, Hawaiian and their associated agencies and companies will take no responsibility for prizes damaged or lost in transit, or late, lost or misdirected mail.
- 7.3 Seven Network (Operations) Limited, GWN7, Channel 7 Telethon Trust, Hawaiian 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) in relation to entering the Competition or during the draw;
 - b) in the participation or use of any element(s) of the 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 SMS entry message to be received by the Promoter on account of technical problems or traffic congestion; or

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 promotion.

7.4 Seven Network (Operations) Limited and GWN7 assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of entries, and reserves the right to take any action that may be available, subject to state government legislation.

7.5 If for any reason the Competition is not capable of running as planned, due to causes including but not limited to tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration security, fairness, integrity or proper conduct of the Competition, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the Competition, subject to state government legislation.

8 PRIVACY

8.1 Bankwest and the Channel 7 Telethon Trust are collecting your personal information for the purpose of conducting or promoting this Competition, including for the purpose of identifying and notifying winners. Your personal information will be handled in accordance with Bankwest's and Seven West's Privacy Policies which are available on the websites www.bankwest.com.au or 7perth.com.au (and which contain information regarding how you can access your personal information, correct it and/or make a complaint about the handling of your personal information). By providing your personal information, you agree to the terms of the relevant Privacy Policies. Without limiting the foregoing, Bankwest and the Channel 7 Telethon Trust may disclose the entrant's personal information to their 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 Bankwest or the Channel 7 Telethon Trust. In addition, by entering this competition, you consent to your personal information being used for the purpose of Bankwest or the Channel 7 Telethon Trust and its related entities sending you information regarding programs, products and services available through them and/or through their business partners, and to your personal information being shared from time to time with carefully selected business partners for the purpose of them sending you such information directly. You will always be provided with the ability to opt out of those communications.