

TERMS & CONDITIONS

Telethon and Build Now Foundation Cubby Challenge

Telethon and Build Now Foundation 6 cubbies in 6 hours Challenge “Cubby Challenge” is run and promoted by Channel 7 Telethon Trust (**Telethon**), of 50 Hasler Road, Osborne Park 6017 and Build Now Foundation, of 580 Murray St, West Perth WA 6005. Any questions in relation to the “Cubby Challenge” should be directed to us as the Promoters at these addresses.

We reserve the right to update these **Terms** at any time and for any reason.

CONDITIONS OF ENTRY

By submitting a nomination for the Cubby Challenge, you agree to be bound by these Terms.

If you are nominating someone other than yourself, you must bring these Terms, and our **Privacy Policy**, to the attention of that person and get their consent to their entry into the Cubby Challenge, prior to making any nomination.

METHOD OF NOMINATION

To enter, please go to the online **Nomination Form** and follow the instructions to complete the relevant online nomination form. There is no limit on the number of nominations you may submit.

Nominations that are incomplete or indecipherable may, at our entire discretion, not be valid and may therefore be deemed void. Use of false or misleading information in the Nomination Form or the submission of a nomination contrary to these terms will result in your nomination being invalidated.

Nominations open on 16th September 2024 at 00:00 AWST and close on 30th September 2024 at 23:59 AWST (**Closing Date**).

ELIGIBILITY

The nominated child **is eligible** to enter, and receive a custom cubby, if the nominated child:

- a) is aged between 0 and 15 years of age;
- b) is supported by a service/program or research project of current Telethon beneficiaries (Full List of Telethon beneficiaries [here](#))
- c) lives in Western Australia;
- d) does not have a criminal record in Australia; and/or
- e) their parent or guardian is not an employee of Telethon or our affiliated companies, or an employee of agents or suppliers of Telethon or our holding company or subsidiary companies, who are professionally connected with the Telethon and Build Now Foundation or its administration; or an immediate family member or a member of such people.

It is your responsibility as the person making the nomination to obtain permission from the child's parents or guardian being nominated before submitting a nomination on their behalf. This includes obtaining their permission to include ancillary documents such as photographs of the nominees cubby site location as part of your nomination form.



If you are under 18 years of age, you must have the permission of your parent or guardian to submit a nomination, and if requested by Telethon, you must provide the name and telephone number of your parent or guardian.

We reserve the right to contact the relevant parent or guardian to check the required consents and we can, at our discretion, exclude any nominations for which the requisite consent has not been given.

In addition to any consent that may be required, it is also your responsibility to inform the nominee that they may be required to participate in filming, broadcast and additional publicity related to the Cubby Challenge if they are chosen as a winner.

Our team may contact the nominator, the nominees (and their parent/ guardian, where applicable) to verify facts and/ or events and whether the relevant consents/ permissions have been obtained and, by making a nomination, you acknowledge and agree to this. We do not represent, undertake, or warrant that we will contact all nominators or nominees.

NOMINEE SELECTION PROCESS

All valid nominations received by the Closing Date will be considered. A nomination is deemed to be received at the time of its receipt by us and not at the time of transmission.

10 nominees will be shortlisted by Telethon and Build Now Foundation teams based on the selection criteria on the Nomination Form and what we deem are worthy recipients for the special cubby giveaway.

6 nominees will then be selected during the second assessment stage by Telethon and Build Now Foundation teams who will compassionately and thoroughly assess the nominations based on the selection criteria. The 6 shortlisted nominees selected at this stage will be contacted by a Telethon representative.

For further information, please refer to the Nomination Form for information on the selection criteria required as part of the nomination. The selection of nominees at both stages will be entirely at the discretion of Telethon and Build Now Foundation. The decisions made at each stage is final, and we will not enter into correspondence regarding the results.

Assessment of nominations will take place between 1st October 2024 and 3rd October 2024.

Nominees must be available to be contacted between 9:00am-5:00pm on 4th October 2024.

The winners will be notified on 4th October 2024 and must be available to attend the Telethon Family Festival live event, broadcasted on Channel 7, and via social media posts on 20th October 2024.

If a winner does not claim their prize by 5:00pm 4th October 2024, we reserve the right to award the prize to the next best shortlisted nominee, as determined by the Telethon and Build Now Foundation teams during the second assessment stage.

FILMING AND PUBLICITY

The winners will be required to make themselves available, as and when requested by Telethon or our broadcast/media partners (with reasonable notice), to take part in filming, broadcast and publicity and/or other contact related to the Cubby Challenge on 20th October 2024 either via our social channels or via filming with our broadcast partner and/ or during our in-person event on 20th October 2024.



The winners agree that they will not receive compensation for any participation requested by Telethon, and that they consent to Telethon and our broadcast/ media partners using their name and image in any media in perpetuity, without limitation and without compensation to the winner. Either the winner or, where relevant, their parent or legal guardian will need to provide their signature as proof of waiver and/ or consent to be filmed, such waiver/ and or consent document to be provided by Telethon or our broadcast/ media partner(s).

All winners will be under the age of 15 and if required to engage in any publicity in connection with the Cubby Challenge, and for this reason needs to attend a specific location, the winner must be accompanied by a parent or legal guardian over the age of 18.

PRIZES

We, our affiliates, and agents, are not in any circumstances responsible or liable to compensate the winners for any loss, damage, or other claim of any nature whatsoever resulting from participation in the Cubby Challenge, including arising from or in relation to the prize awarded.

Insofar as is permitted by law, we, our affiliates, and agents, will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the prize, however arising. Your statutory rights under the *Australian Consumer Law* (to the extent they are relevant) or any other applicable law are not affected.

Prizes are non-exchangeable, non-transferable and no cash alternative is offered. Prizes do not include any costs required by the winner to receive their prize such as transport, travel and accommodation, which must be borne entirely by the winners.

Further details of the prizes available below. We reserve the right to vary, amend or remove the prizes at any time, without notice, and for any reason.

Built with treated pine, each cubby house features prefabricated wall frames and roof trusses for superior structural integrity. It's clad with design weatherboard pine and finished with Dulux weatherproof paint for added protection and durability.

Specifications **W** 2m x **D** 2m x **H** 2.25m

GENERAL

Entries must not be defamatory, pejorative, violent, abusive, sexual, illegal or promote illegal activity, false, harassing, obscene, contain profanities, promote bigotry, racism, hatred or harm.

In respect of any nomination, you hereby warrant that you own any intellectual property rights in the material (such as photographs) submitted with the nomination, and you grant Telethon a non-exclusive, worldwide, sub-licensable, royalty free licence to use any intellectual property rights in the material submitted as part of your nomination, including photographs, for the purpose of promoting the Cubby Challenge. You also consent to the performance of any acts that may have otherwise infringed your moral rights in relation to these materials.

You indemnify and hold Telethon harmless in respect of any claim brought against Telethon by a third party in respect of any use by Telethon of material that you submitted with your nomination.

There is no charge for nominations submitted via our website with the exception of your internet service provider's fees where applicable.





We accept no responsibility for nominations not successfully completed or submitted due to a technical fault (including a technical malfunction, computer hardware or software failure, satellite, network or server failure) of any kind.

This Cubby Challenge and all arrangements are subject to cancellation, suspension, or amendment by Telethon, at our full discretion, if it becomes necessary to do so.

Any personal information, such as yours and/ or your nominee's name, age and contact details will be processed in accordance with our Privacy Statement.

These Terms shall be governed by the laws of Western Australia, Australia and any dispute shall be subject to the exclusive jurisdiction of the courts of Western Australia and the Commonwealth of Australia.

PRIVACY STATEMENT

Channel 7 Telethon Trust and its Associated Entities (including Seven West Media Limited and its related entities) are collecting your personal information for the purpose of processing your entry, providing you information and for the purpose of understanding our stakeholders. Channel 7 Telethon Trust will otherwise handle your personal information in accordance with its Privacy Policy which is available at **www.sevenwestmedia.com.au/privacy** (and which contains information regarding how you can access your personal information, correct it and/or make a complaint about our handling of your personal information). By entering, you agree to the terms of the Privacy Policy. Without limiting the foregoing, Channel 7 Telethon Trust may disclose your personal information to Seven West Media Limited and its related entities, business partners and external service providers for research and profiling purposes as well as other purposes reasonably related to your relationship with Channel 7 Telethon Trust. In addition, by entering, you consent to Channel 7 Telethon Trust using your personal information for the purpose of Channel 7 Telethon Trust sending you information regarding programs, products and services available through it and its Associated Entities and business partners. We will always provide you with the ability to opt out of those communications.

