

**'Telethon Hyundai Kona Giveaway'**  
**Terms and Conditions**

By entering the **'Telethon Hyundai Kona Giveaway'** ("the Giveaway"), you are agreeing to the following terms and conditions:

**1. STANDARD TERMS**

- 1.1 Instructions on how to enter, prize details and other information contained within the promotional advertisements and point of sale materials form part of these terms and conditions.
- 1.2 By participating in this Giveaway entrants agree to be bound by these terms and conditions.

**2. WHO CAN ENTER?**

- 2.1 Subject to clause 2.2, entry is open to all residents of Western Australia who make a donation to the Channel Seven Telethon Trust during the 2023 live Telethon broadcast ("Telethon") during the Giveaway Period (as defined in clause 3 below). To avoid doubt, individuals who donate on behalf of a business that carries on commercial activity of any nature are not eligible to enter the Giveaway or win the Prize.
- 2.2 Employees (and their Immediate Family Members) of Seven Network (Operations) Limited ("Promoter"), West Australian Newspapers, Prime Television (Holdings) Pty Limited), Sponsor, prize suppliers and their respective associated agencies and companies are not eligible to enter.
- 2.3 In this clause 2, a reference to "Immediate Family Member" includes a spouse, de facto spouse, parent, natural or adopted child or sibling.
- 2.4 Where entrants aged under 18 years are permitted to enter a Giveaway all entrants under the age of 18 must obtain the prior permission of their parent or legal guardian over the age of 18 to enter. The parent or legal guardian may be called to verify consent and may be required to sign a release at the discretion of the Promoter. The release will also require the Winner's parent or legal guardian to accept responsibility for the acts and forbearances of the Winner. The release must include the full name, address and telephone number of the Winner's parent or legal guardian. Failure to provide such proof, particulars or releases will immediately invalidate the Winner's entitlement to the prize.

**3. PROMOTIONAL PERIOD**

- 3.1 The Giveaway commences on **Saturday 21 October 2023 at 19:00 AWST** and concludes on **Sunday 22 October 2023 at 18:00 AWST** ("Giveaway Period").

**4. HOW TO ENTER**

- 4.1 To enter and win the Giveaway entrants must donate to the Telethon during the Giveaway Period using the online form found at <https://www.telethon7.com/donate> or by calling 1300 737 507 and donating via direct debit or credit card payment and providing the required personal details during the Giveaway Period (to avoid doubt participants who pledge to donate only during the Giveaway Period or donate outside of the Giveaway Period are not eligible to enter or win the Giveaway).
- 4.2 It is a condition of entry that entrants agree that the Promoter may attend, film and broadcast live from the entrant's premises (at the address provided by the entrant) to notify the entrant they are in the running to win or are the Winner of the Prize ("Recording") between **19:30 AWST – 20:30 AWST on Sunday 22 October 2023** ("Live Visit Period"). Entrant's (and other individuals in attendance at the entrant's premises or parent/guardian of underaged individuals in attendance at the entrant's premises during the Live Visit) irrevocably consent to the use of their name, likeness and voice in connection with Telethon, Promoter and its related bodies corporate and publicity or promotion of Telethon worldwide in perpetuity in all media (now known or hereafter devised), including without limitation in relation to Telethon and Promoter and its related bodies corporate websites' and via any broadcast, communication and print media, online, digital, social media platforms, mobile, podcasts and other technologies.
- 4.3 Entrant acknowledges that Promoter owns and controls all rights in and to the Recording and Telethon, including their contribution and the Promoter may exploit those rights in any way in any media (now known or hereafter devised) worldwide in perpetuity and the entrant hereby agrees the copyright (if any, and all other present and future rights) in their contribution shall vest in, and is hereby irrevocably assigned to the Promoter.
- 4.4 In the event the winning entrant is not in attendance at their premises during the Live Visit, consent to film at their premises is still given by the entrant and the Winner will be notified of their Prize in accordance with clause 6.12.

**5. PRIZES**

- 5.1 There will be one prize winner ("Winner") who will receive a 2023 Hyundai Kona Premium (valued at \$44,592 on drive away price basis) and, if eligible, the Bonus Prize detailed below in clause 5.2.
- 5.2 If the Winner is at their premises and participates in the Live Visit the Winner will also receive 4 x tickets to Hyundai VIP Suite at RAC Arena in Perth at their choice of either the Wildcats Basketball NBL game or West Coast Fever Netball game during 2023/2024 season valued at \$200 per ticket = \$800 total ("Bonus Prize").
- 5.3 Insurance, additional options and all ancillary costs in relation to the Prize are the responsibility of the Winner. Unless expressly stated in these terms and conditions all other expenses in relation to the Prize become the responsibility of the Winner including servicing costs.
- 5.4 If the Winner is under the age of 18 and/or does not hold a current Australian driver's licence as at the date of delivery of the Prize, the Prize will be transferred into the name of an adult or guardian nominated by the Winner.
- 5.5 Prize and RAC Arena VIP Ticketing Bonus Prize (together the "Prizes") cannot be exchanged, transferred or traded for an alternative prize. Prizes cannot be redeemed for cash.
- 5.6 Bonus Prize is only redeemable for either the 2023/2024 NBL season and 2024 Suncorp Super Netball Series at RAC Arena in Perth.
- 5.7 The Promoter may cancel the Live Visit (and/or Recording) at its sole discretion. In the event the Promoter cancels the Live Visit (and/or Recording) the Promoter may determine at its sole discretion whether the Winner is eligible to win the Bonus Prize.
- 5.8 Winners are not entitled to receive any money from any party if there is a difference between the Prize value and the actual prize value at the time of the draw. The Prize has no official resale value. Prizes may not be resold, offered for resale, used for advertising or other commercial purposes by third parties.
- 5.9 Prizes may not be transferred or assigned except by the Promoter. Prizes cannot be used in conjunction with any other promotion or offer.
- 5.10 Any part of the Prize not redeemed will be forfeited. In the event that the Bonus Prize is not utilized before expiration, the prize will be forfeited, and no compensation will be provided to the Winner.
- 5.11 In the event that an element of an event or Prize are, for any reason, cancelled, postponed or not available, that element/s of the prize will be considered as forfeited and no cash alternative offer will be granted in lieu of the part of the prize. If a Winner forfeits a specified element, no cash alternative offer will be granted in lieu of the part of the Prize.
- 5.12 The Winner must participate in and co-operate with all reasonable media editorial requests, including but not limited to, being interviewed and photographed, and the Winner grant the Promoters and prize suppliers a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide and the Winner will not be entitled to any fee for such use.
- 5.13 The Winners agree they will not sell or otherwise provide their story and/or photographs to any media or other organisation.
- 5.14 It is a condition of accepting the Prize that Winner must comply with all the conditions of use of the Prize/s provider and the Promoter's requirements.
- 5.15 The Winner must provide valid identification to the Promoter upon the Promoters request. Failure to do so will result in the forfeiture of the Prize at the Promoter's sole discretion.
- 5.16 Subject to state permit authority restrictions, the Promoter may reasonably amend these terms and conditions, orally or in writing, in its absolute discretion.
- 5.17 Prize will be available to the Winner on or about Friday 10<sup>th</sup> November 2023 unless Winner chooses to customise the car in accordance with the Sponsor's allowances. Winner to make any customisation arrangements directly with Sponsor in accordance with Sponsor allowances. The Promoter may at its sole and absolute discretion, accommodate the Winner's colour preference for the vehicle, subject to availability.

**6. HOW TO WIN**

- 6.1 There will be **one (1)** Winner randomly drawn from all valid entries. A valid entry consists of a Donation to Telethon during and the completion of the entry form on including (but not limited to) personal details during the Giveaway Period. Only one entry per person is valid. The draw will be held at RAC Arena between 19:30 and 20:30 AWST on Sunday 22 October 2023.
- 6.2 To claim the Bonus Prize, the Winner must accept the Prize by receiving the Live Call made to him/her by the Promoter at between 19:30 and 20:30 AWST during the Telethon live broadcast.
- 6.3 The Prize will be made available to the Winner for collection at the nominated WA Hyundai dealership as based on geographical location to the Winner's residential address.
- 6.4 The Bonus Prize, where applicable, will be provided via email giving the Winner options to select from.

- 6.5 The Promoter's decision on all matters related to any aspect of this promotion is final and the Promoter will not enter into correspondence regarding the result.
- 6.6 The Promoter may in its 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 Giveaway in accordance with these terms and conditions. In these circumstances, the Prize and the Bonus Prize will be forfeited
- 6.7 It is a condition of accepting the Prize/s that the Winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
- 6.8 In the event of the Winner is not able to be contacted by 6 November 2023 11:59 AWST and the Prize is unclaimed prize ("Unclaimed Prize"), the Winner will forfeit the Prize. The Prize will be deemed an Unclaimed Prize and a new Winner will be awarded in an unclaimed prize draw ("Unclaimed Prize Draw"). The initial Winner will have no claim to the Prize.
- 6.9 The Unclaimed Prize Draw will take place 7 November 2023 at 10:00 AWST.
- 6.10 The Unclaimed Prize Draw will take place at the Promoter's premises, Newspaper House, 50 Hasler Road, Osborne Park.
- 6.11 The Winner will be the first valid entry drawn at random at the Promoter's premises. The winning entry will be validated. If the entry is not a valid entry, an Unclaimed Prize Draw will be conducted and a new Prize Winner will be drawn.
- 6.12 If the Winner is not able to be notified during the Notification at Premises Period, the Winner will be notified by telephone and email and the Prize must be claimed by 7 November 2023 on or about 10:00 AWST.

## **7. NO LIABILITY**

- 7.1 In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the Giveaway 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 Promoter may in its absolute discretion cancel the Giveaway and recommence it from the start on the same conditions, subject to state government legislation.
- 7.2 Seven Network (Operations) Limited, The Trustee for Channel Seven Telethon Trust ("Telethon Trustee"), Sponsor and prize suppliers are not responsible for any costs associated with Prize collection.
- 7.3 In the event that a Winner is unable to take the Prize, Seven Network (Operations) Limited, Trustee for Channel Seven Telethon Trust, Sponsor or prize suppliers will not provide any compensation to the Prize Winner.
- 7.4 Seven Network (Operations) Limited, Trustee for Channel Seven Telethon Trust, Sponsor, prize suppliers and their associated agencies and companies will take no responsibility for prizes damaged or lost in transit, or late, lost or misdirected mail.
- 7.5 Seven Network (Operations) Limited, Trustee for Channel Seven Telethon Trust, Sponsor, prize suppliers and their associated agencies and companies will not be liable for any misadventure, accident, injury, illness, loss (including but not limited to consequential loss) or claim that may occur:
- during the entry process;
  - in the participation, acceptance or use of any element(s) of the Prize;
  - as a consequence of late, lost or misdirected mail;
  - due to the broadcast of any program relating to the Giveaway or the publication of any material, including any statements made by any compere, staff member, journalist, other entrants or any other person; or
  - arising from or related to any problem or technical malfunction of any telephone network, internet connection, thewest.com.au website outage or lines or mobile communications network related to or resulting from participation in this promotion.
- 7.6 Seven Network (Operations) Limited, Trustee for Channel Seven Telethon Trust, Sponsor, Prize suppliers, associated agencies and companies 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.
- 7.7 If for any reason the Giveaway 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 and/ or Prize provider which corrupt or affect the administration security, fairness, integrity or proper conduct of the Giveaway, 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 Giveaway, subject to state government legislation.
- 7.8 By entering the Giveaway, and by collecting the Prize/s, the prize winner acknowledges and accepts that driving, travel and any other activities comprising the Prize/s, are inherently dangerous and may result in death, injury, incapacity, damage to property or other losses. The Promoters and Prize supplier are not responsible for any acts of god, such as adverse weather conditions or industrial action or civil commotion that may occur whilst the prize winner is travelling.
- 7.9 These terms and conditions are in addition to terms applicable to supply of components of the Prize, including terms applicable to entry and use of the Prize.
- 7.10 Regardless of anything else in these conditions, nothing in these conditions excludes, restricts or modifies the application of Consumer Laws or the exercise of any rights or remedies you may have under Consumer Laws where any such exclusion, restriction or modification would contravene Consumer Laws. "Consumer Laws" refers to the Australian Consumer Law under Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

## **8. PROMOTER'S DETAILS**

- 8.1 The Promoter is Seven Network (Operations) Limited (ABN 65 052 845 262) of 50 Hasler Road, Osborne Park WA 6017.
- 8.2 Entry details remain the property of the Promoter. Seven Network (Operations) Limited and its related entities ("Seven") is collecting your personal information for the purpose of conducting and promoting this Giveaway, including for the purpose of identifying and notifying winners and understanding our audiences. Seven will otherwise handle the Entrant's personal information in accordance with Seven's Privacy Policy which is available on <http://www.sevenwestmedia.com.au/privacy-policies> (and which contains information regarding how one can access their personal information, correct it and/ or make a complaint about handling of their personal information). By providing personal information, the Entrant agrees to the terms of Seven's Privacy Policy. Without limiting the foregoing, Seven may disclose the entrant's personal information to its 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 Seven. In addition, by entering the Giveaway, the Entrant hereby consents to Seven using their personal information for the purpose of Seven and its related entities sending to the Entrant information regarding programs, products and services available through them and/ or through their business partners, and to Seven from time to time sharing your personal information with carefully selected business partners for the purpose of them sending you such information directly. We will always provide you with the ability to opt out of those communications.
- 8.3 If an Entrant does not want their details to be used for the purposes stated in clause 8.2. they must write to Seven Network (Operations) Limited by email to [privacy@seven.com.au](mailto:privacy@seven.com.au) or post to Privacy Officer, GPO Box D162, Perth WA 6840 and Seven Network (Operations) Limited will ensure that the details are not used for that purpose.
- 8.4 It is a condition of entry that the prize winner agrees to have their name, photo, video and suburb published for publicity purposes if required. By participating in this giveaway, entrants signify their acceptance of all conditions and the requirement to participate in promotional activity if required.

## **9. Sponsor**

- 9.1 The Sponsor is Hyundai Motor Company Australia Pty Ltd. A.B.N. 58 008 995 588 with its registered address at 394 Lane Cove Road, Macquarie Park, NSW.