

'Coldplay Donate and Win Telethon Promotion' Terms and Conditions

By entering the 'Coldplay Donate and Win Telethon Promotion' ("the Competition"), 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 competition 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 aged over 18 year of age who make a donation to the Channel Seven Telethon Trust during the 2023 live Telethon broadcast ("Telethon") during the Competition Period.
- 2.2 Employees (and their immediate families) 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, defector spouse, parent, natural or adopted child or sibling.
- 2.4 Where entrants aged under 18 years are permitted to enter a Competition 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, subject to state legislation.

3. PROMOTIONAL PERIOD

- 3.1 The Competition commences on **Sunday 22 October 2023 at 09:00 AWST** and concludes on **Sunday 22 October 2023 at 12:00 AWST** ("Competition Period").

4. HOW TO ENTER

- 4.1 The Competition commences **Sunday 22 October 2023 at 09:00 AWST** and concludes on **Sunday 22 October 2023 at 12:00 AWST** ("the Competition Period").
- 4.2 To enter and win the Competition entrants must donate to Telethon during the Competition Period by calling 1300 737 507 or visiting the website <https://www.telethon7.com/donate> and donating via direct debit or credit card payment and providing the required personal details during the Competition Period (to avoid doubt participants who pledge to donate only during the Competition Period are not eligible to enter or win the Competition).
- 4.3 Hourly eligible entry periods will commence and conclude at the following times ("Registration Period"):

Registration Period	Start Registration Period	End Registration Period	Draw Date & Time
1	Sunday 22 October 2023 at 09:00 AWST	Sunday 22 October 2023 at 10:00 AWST	Sunday 22 October 2023 at 10:15 AWST
2	Sunday 22 October 2023 at 10:00 AWST	Sunday 22 October 2023 at 11:00 AWST	Sunday 22 October 2023 at 11:15 AWST
3	Sunday 22 October 2023 at 11:00 AWST	Sunday 22 October 2023 at 12:00 AWST	Sunday 22 October 2023 at 12:15 AWST

- 4.4 It is a condition of entry that entrants agree that the Promoter may attend and film at the Winner's premises (as provided by the entrant) to notify the Winner of their Prize ("Recording") on Sunday 22 October 2023. Winner (and other individuals in attendance at the Winner's premises) 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.
- 4.5 Winner acknowledges that Promoter owns and controls all rights in and to the Recording and Telethon, including their contribution and the Producer may exploit those rights in any way in any media (now known or hereafter devised) worldwide in perpetuity and Winer hereby agree 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.

5. PRIZES

- 5.1 There will be Fifteen (15) prize winners ("Winners") in total throughout the competition period who will receive the following Prize

Major Prize	Full Details	Prize Value
Fifteen (15) x Major Prize	One (1) x Double Pass - Category A tickets for Coldplay on Saturday, 18 November at Optus Stadium, 333 Victoria Park Drive, Burswood WA 6100.	\$499.80
TOTAL MAJOR PRIZE POOL VALUE		\$7,497.00

- 5.2 The Prize cannot be exchanged, transferred or traded for an alternative prize. Prizes cannot be redeemed for cash.
- 5.3 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. Prizes may not be resold, offered for resale, used for advertising or other commercial purposes by third parties.
- 5.4 Prize may not be transferred or assigned except by the Promoter. Prize cannot be used in conjunction with any other promotion or offer.
- 5.5 Any part of the prize not redeemed will be forfeited. If for any reason a Winner does not take and/or participate in the prize (or any part of the prize) at or by the time stipulated by the Promoter in its absolute discretion (as applicable), then the prize (or that component of the prize) will be forfeited.
- 5.6 In the event that an element of an event or Prize outlined in Clauses 5.2 and 5.3 above 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.
- 5.7 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.
- 5.8 The Winners agree they will not sell or otherwise provide their story and/or photographs to any media or other organisation.
- 5.9 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.
- 5.10 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.
- 5.11 Subject to state permit authority restrictions, the Promoter may reasonably amend these terms and conditions, orally or in writing, in its absolute discretion.

6. HOW TO WIN

- 6.1 There will be Fifteen (15) Winners in total, Five (5) Winners per Registration Period, drawn at random from the pool of online entrants received during the corresponding Registration Period. Prize Draws will take place at RAC Arena, 700 Wellington Street, Perth WA 6000, on the below dates

Registration Period	Draw Date & Time
1	Sunday 22 October 2023 at 10:15 AWST
2	Sunday 22 October 2023 at 11:15 AWST
3	Sunday 22 October 2023 at 12:15 AWST

- 6.2 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 Competition Period. For an entry to be valid both an email address and phone number must be provided. Only one entry per person, per registration period is valid.
- 6.3 The Winners will be announced during the Telethon broadcast on Sunday 22 October, 2023 and subsequently notified by email and phone call on Tuesday, 31 October. The Winners will be published on <https://www.telethon7.com/> within five (5) working days of the Prize Draws.
- 6.4 Prizes are event based, therefore, the Winners must accept their Prize by Friday 3 November 2023 at 12:00 AWST. In the event of an unclaimed Prize, an unclaimed Prize Draw will take place at Telethon, Newspaper House, 50 Hasler Road, Osborne Park WA 6017, on Monday 6 November 2023 at 12:00 AWST. The new Winner/s will be notified by email and phone call on the day of the unclaimed Prize Draw. The unclaimed Prize Winner's details will be published on <https://www.telethon7.com/> within five (5) working days of the unclaimed Prize Draw.
- 6.5 The Prize will be provided to Winner via email as e-tickets prior to 18 November 2023 and must be used on the allocated date and time listed in clause 5.1.
- 6.6 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.
- 6.7 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 Prize Winner did not enter the Competition in accordance with these terms and conditions. In these circumstances, the Prize and the Bonus Prize will be forfeited
- 6.8 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.
- 6.9 In the event of the Winner is not able to be contacted Friday 3 November 2023 at 12:00 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.

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 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 Promoter may in its 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, 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, Telethon Trustee, Sponsor or prize suppliers will not provide any compensation to the Prize Winner.
- 7.4 Seven Network (Operations) Limited, Telethon Trustee, 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, Telethon Trustee, 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 Competition 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.
- 7.7 Seven Network (Operations) Limited, Telethon Trustee, 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.
- 7.8 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 and/ or Prize provider 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.
- 7.9 By entering the competition, and by collecting the Prize/s, the 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.
- 7.10 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.
- 7.11 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), and any applicable similar consumer protection laws in the states and territories of Australia that mirror the provisions of the Australian Consumer Law.

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 Competition, including for the purpose of identifying and notifying winners and understanding our audiences. Seven will otherwise handle your personal information in accordance with Seven's Privacy Policy which is available on our website at <http://www.sevenwestmedia.com.au/privacy-policies> (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 providing your personal information below, you agree to the terms of the 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 WAN. In addition, by entering this competition, you consent to Seven using your personal information for the purpose of WAN and its related entities sending you 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. www.sevenwestmedia.com.au.
- 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 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 Winner agrees to have their name, photo, video and suburb published for publicity purposes if required. By participating in this competition, entrants signify their acceptance of all conditions and the requirement to participate in promotional activity if required.

9 Sponsor

- 9.1 The Sponsor is Western Australian Tourism Commission (ABN: 95 468 665 668).