

## All Woman Talk Quarterly Prize Draw (Q4 2011) PROMOTION

### TERMS AND CONDITIONS

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents who are new or existing members of the following research panels:  
All Woman Talk Research,  
ACP Research panel and its related sub panels named  
Food subpanel  
Homes subpanel  
Luxury subpanel  
Men's subpanel  
Motoring subpanel  
Special interest subpanel  
aged 14 years and over. Employees of the Promoter and their immediate families and agencies associated with this promotion are ineligible to enter.
3. The Promoter reserves the right to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right to disqualify any entrant for tampering with the entry process or for submitting an entry which is not in accordance with these Conditions of Entry. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
4. To enter into the Quarterly Prize Draw, new or existing members of any of the listed panels listed in clause 2 must fully complete a survey to which they have been invited, within the Promotional Period. Surveys will always be available at each member's login page found at <https://login.allwomantalk.com.au/Login.aspx> or <https://login.allwomantalk.com.au/Login.aspx>. Surveys must be fully completed and submitted online at the address mentioned on the survey. Each fully completed survey equals one (1) entry into the draw conducted at the end of that promotional period. For the removal of doubt - the profiling questionnaire a person completes upon becoming a member of the All Women Talk research panel will also be counted as one (1) entry into the Survey Pool Draw for that promotional period. A survey can be completed by each registered member once only.
5. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. If the entrant is under the age of 18 years, the entrant must have prior parental or legal guardian consent to enter. If the winner is under the age of 18 years, the prize will be awarded on behalf of the winner to the winner's parent or legal guardian.
6. Incomplete, indecipherable, or illegible entries will be deemed invalid.
7. Multiple entries permitted, subject to the following: (a) only one (1) registration into the All Women Talk research panel Survey Pool Draw permitted per person; (b) only (1) entry into the Survey Pool Draw per individual fully completed survey; and (d) each entry must be submitted separately and in accordance with entry requirements
8. Promotion commences **12.00am** on 01/12/2011. Entries close 11.59pm AEST on 19/03/2012. The draw will take place at Promoter's premises, 54 Park Street, Sydney NSW 2000 on 23/03/2012 at 3.00pm AEST. Winners will be notified by e-mail using contact details provided in their membership/ survey. The winners name will also be published in the member newsletter sent out to all members on the 30/03/2012. The Promoter's decision is final and no correspondence will be entered into.

9. The first valid entry drawn from the Quarterly Prize Draw Pool will win a cash prize of \$1000. Awarded in the form of a cheque made in favour of the winner.

The next (1) valid entry drawn from the Quarterly Prize Draw Pool will win  
One (1) x Coles Myer Voucher valued at \$500.00 – valid for twelve (12) months from date of issue)

The next two (2) valid entries drawn from the Quarterly Prize Draw Pool will win

One (1) x Kindle Wi-Fi 6" e-Reader valued at \$139.00 each.

The next Twenty (25) valid entries from the Quarterly Prize Draw Pool will win  
One (1) x \$75.00 Ticketek Voucher – valid for six (6) months from date of issue.

10. Total prize pool is valued at \$3653. Prizes are not transferable or exchangeable and cannot be taken as cash. Prize does not include any ancillary costs associate with redeeming the prize.
11. All prizes must be taken as offered. The prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be redeemed as cash. The prize is not valid in conjunction with any other offer. The prize is valued in Australian dollars. The Promoter accepts no responsibility for any variation in the prize value. Prize winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of their prize. In the event that a portion of the prize is awarded to the winner in the form of a voucher / ticket / pass, redemption of that portion of the prize will be subject to the terms and conditions stipulated on the voucher / ticket / pass. The Promoter will not be liable for any voucher / ticket / pass that has been lost, stolen, forged, damaged or tampered with in any way. Redemption of the voucher is subject to the normal business rules and guidelines of the Coles Myer (please see <http://www.giftcards.com.au/Gift-Card-Terms-of-Use.aspx>), Ticketek (<http://premier.ticketek.com.au/shows/show.aspx?sh=GIFTSTC08>).
12. Products included in prize package (including but not limited to titles, colour, design, sizing, style) will be determined by the promoter in its complete discretion. All prizes must be taken as offered.
13. If the winner is under the age of 18 years, the prize will be awarded to the winner's parent or legal guardian on behalf of the winner. It is the responsibility of the winner's parent/legal guardian to prove their parental status/ legal guardianship at the time of winner notification. In the event that for any reason whatsoever a person/s mistakenly represents themselves to be a winners parent and/or legal guardian, then that person will be liable for all costs associated with relocating and/or re-awarding the prize (including but not limited to and administrative fees incurred by the Promoter). Where relevant, the Promoter is only responsible for ensuring that the prize is awarded to a person who is either a parent or legal guardian of the winner. The Promoter is not responsible for determining any other delivery details or taking direction that relates to any ongoing family law negotiations and/or determinations. These are the responsibility of the winner and their respective parent/s and/or legal guardian/s.
14. Prize is subject to the standard terms and conditions of individual prize and service providers.
15. In the event that for any reason whatsoever the Winner does not take the prize at the time stipulated by the Promoter, then the prize will be forfeited by the Winner and cash will not be awarded in lieu of the prize.
16. In the event that a prize, or part of a prize, is unavailable, the Promoter reserves the right to substitute the prize or part of the prize in its discretion with an alternative prize or part of the prize to the same and equal recommended retail value and/or specification subject to any written directions from the various Lottery Departments.

17. The promoter is neither responsible nor liable for any late lost or misdirected mail (including but not limited to prizes).
18. The Promoter is not responsible nor liable for any prize damaged in transit in the delivery of their prize.
19. A draw for any unclaimed prizes may take place on 25/06/2012 at 11am AEDST at the same place as the original draw, subject to any directions from a regulatory authority. Winners' names will be notified in writing and their names will be published on the All Woman Talk Website ([www.allwomantalk.com.au](http://www.allwomantalk.com.au)) on 28/06/2012.
20. In the event of unforeseen circumstances, war, terrorism, state of emergency or disaster (including but not limited to natural disaster) the Promoter reserves the right to subject to reference to all relevant state and territory rules and regulations, to cancel, terminate, modify or suspend the promotion.
21. If a medical circumstance in some way restricts your ability to enter the competition through the required mechanic, you are still eligible to enter however you must briefly state your circumstances upon entry.
22. If your entry is selected as a winning entry, validation of your circumstances/ the validity of your entry will be undertaken by the Promoter. Method of validation (without limitation) will be determined by the Promoter in its complete discretion. If the winning entry is deemed to be a winner, the winner will be notified as per the terms and conditions herein. In the event that the Promoter requests the entrant to sign any legal documents relating to the verification of their medical circumstance, the legal documents will take the form determined by the Promoter. It is a condition of accepting the prize the winner sign any such legal documentation
23. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
24. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
25. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of the prize.
26. If this promotion is interfered with in any way or is not capable of being conducted as

reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

27. All entries become the property of the Promoter. The collection, use and disclosure of personal information provided in connection with this promotion is governed by the Privacy Notice (see [www.acpmagazines.com.au](http://www.acpmagazines.com.au))
28. By becoming a member of All Woman Talk Research, ACP Research panel and its related sub panels named Food subpanel, Homes subpanel, Luxury subpanel, Men's subpanel, Motoring subpanel, Special interest subpanel and entering the competition, the entrant consents to receipt of any email regarding All Woman Talk Research, ACP Research panel and its related sub panels named Food subpanel, Homes subpanel, Luxury subpanel, Men's subpanel, Motoring subpanel, Special interest subpanel, the competition, and other emails which inform the entrant of the Promoter's other publications, products, services and events and to promote third party goods and services it may be interested in.
29. The promoter is ACP Magazines Ltd ABN 18 053 273 546, of 54 –58 Park St, Sydney NSW 2000. Ph: 02)92828641

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