**Are Media $100k Diamond Dream Competition**

**(Chance to Win $100k)**

**Terms and Conditions**

|  |  |
| --- | --- |
| **Promoter** | Are Media Pty Limited (ABN 18 053 273 546), 54 Park Street, Sydney NSW 2000 and whose principal place of business in New Zealand is Level 1, Tenancy 1.4 317 New North Road, Kingsland, Auckland City, 1021.  |
| **Competition Period**  | Australia: 11/01/21 at 09:00am AEDT to 27/09/21 at 05:00pm AEST.New Zealand: 11/01/21 at 09:00am NZDT to 27/09/21 at 05:00pm NZST. |
| **Who can enter?** | Entry is only open to Australian and New Zealand residents who: 1. are 18 years and over; and
2. if they are drawn as a major prize winner, can participate (or nominate a proxy to participate on their behalf) in the online Diamond Dream Envelope Pick via a Zoom Call on 29/10/2021 in accordance with these Terms and Conditions.
 |
| **Who can't enter?**  | Employees (and the immediate family members) of agencies/companies directly associated with the conduct of this competition, the Promoter, its distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. “Immediate family member” means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin. |
| **Where will the competition run?** | The competition will run in participating titles in Australia and New Zealand as outlined in qualifying purchase below. |
| **Qualifying Purchase** | Any of the following full priced magazines purchased in person from a Store or received from a subscription:Issues 3 – 35 of Take 5 (Australia only);Issues 3 – 35 of Lucky Break (NZ only);Issues 3 – 45 of that’s life!;February – September issues of Take 5 Bumper Monthly (Australia only); February – September issues of Lucky Break Bumper Monthly (NZ only);February – September issues of that’s life! Mega Monthly;Issues 4 – 35 of TV Week;Issues 61 – 87 of Take 5 Mega Puzzler;Issues 158 – 164 of Woman’s Day Superpuzzler;Issues 67 – 73 of The Australian Women’s Weekly Puzzle Book;Issues 198 – 204 of Take 5 Pocket Puzzler;Issues 31 – 33 of Better Homes & Gardens Puzzle Book;Issues 9 – 11 of Family Circle Puzzle Book;Issues 146 – 152 of that’s life! Puzzler On The Go;Issues 100 – 106 of New Idea Jumbo Puzzler;Issues 95 & 96 of Mr Wisdom’s Whoppers;Issues 80 & 81 of that’s life! Crack The Code;Issues 108 & 109 of that’s life! Bumper Puzzler;Issues 63 & 64 of that’s life! Wordsearch; and/orIssues 17 & 18 of Better Homes & Gardens Code Cracker. |
| **Entry instructions**  | To enter, you must, during the Competition Period after making a Qualifying Purchase from a Store or receiving your Qualifying Purchase via subscription:collect twenty (20) original promotional tokens;obtain an entry form from a participating magazine, or if your Qualifying Purchase does not include an entry form, by emailing take5@aremedia.com.au; andfully complete the entry form, including providing your requested personal details (first name, last name, email address, phone number, full address and State/Territory/Region of residence), attaching the 20 original coupons to the entry form and mailing it to the PO Box as published on the entry form. For every 20 tokens, you will receive one entry into the competition. Entry forms and tokens must be the original entry forms and tokens and can only be used to enter once. For the avoidance of doubt, tokens will appear randomly in Qualifying Purchase magazines during the Competition Period. |
| **How many winners will there be and how will they be chosen?**  | There will be 6 winners determined in respect of this competition, 1 major prize winner and 5 runner up winners.Adraw will be held at 11:00am AEDT on 04/10/2021 (which is 01:00pm NZDT) at Greeneagle Distribution & Fulfilment, Unit 5/9 Fitzpatrick St, Revesby NSW 2122. The first valid entry drawn randomly from the entries received during the Competition Period will win the major prize. The next five valid entries drawn randomly from the entries received will win a runner up prize.The Promoter may draw additional reserve entries in a draw and record them in order, in case a winning entry/entrant is deemed invalid or a prize is unclaimed (**Reserve Entrants**). |
| **What can I win?** | There are 6 prizes available, 1 major prize and 5 runner up prizes.**Major prize**The major prize is the opportunity to participate in the online Diamond Dream Envelope Pick for the chance to win either $100,000 or $10,000, awarded via EFT transfer or cheque (as selected by the major prize winner). To participate in the online Diamond Dream Envelope Pick, the major prize winner (or their proxy) must attend a Zoom call via a link supplied by the Promoter on 29/10/2021, at the time specified by the Promoter. For the avoidance of doubt, the currency is AUD if the major prize winner is a resident in Australia and NZD if the major prize winner is a resident in New Zealand. See "Online Diamond Dream Envelope Pick" section below for further major prize details.**Runner up prize**Each runner up prize is a pair of diamond earrings, valued at AUD/NZD$1,299 each.There is a limit of one prize per person (except for SA residents). |
| **Notification of winner/s** | The winners will be informed: * by phone; and
* in writing by email,

within two days of determination and will have their name and state/territory of residence published on [www.prizestolove.com.au](http://www.prizestolove.com.au) on 15/10/2021 for a period of 28 days. |
| **Unclaimed prizes** | **Major prize**The major prize winner must confirm their or their proxy's participation in the online Diamond Dream Envelope Pick by 12:00pm AEDT on 13/10/2021.If participation has not been confirmed by this date or if, after making all reasonable attempts, the Promoter can't contact the major prize winner (or the major prize winner does not contact the Promoter) by this date, their entry will be discarded and the Promoter will determine a new major prize winner from the list of Reserve Entrant/s and/or carry out a further draw at 02:00pm AEDT on 14/10/2021 at the same location as the original draws. The major prize winner will be informed:* by phone; and
* in writing by email,

within two days of determination and will have their name and state/territory of residence published on [www.prizestolove.com.au](http://www.prizestolove.com.au) on 22/10/2021 for a period of 28 days.**Runner up prize**Runner up winners do not need to confirm their details, and will automatically receive their prize at the address indicated on their winning entry form within 6 weeks from the draw date.If a prize winner cannot be found and therefore the prize is unawarded, that information will be published on www.prizestolove.com.au on 07/01/2022.  |
| **Online Diamond Dream Envelope Pick** | The major prize winner can participate in the online Diamond Dream Envelope Pick via a Zoom call in one of the following ways:by attending the online Zoom event organised by the Promoter for the online Diamond Dream Envelope Pick via a link supplied by the Promoter, and at the time specified by the Promoter, on 29/10/2021; orby nominating a proxy to attend the online Zoom event organised by the Promoter for the online Diamond Dream Envelope Pick via a link supplied by the Promoter, and at the time specified by the Promoter, on 29/10/2021 on the major prize winner's behalf. The major prize winner must nominate a suitable proxy within the time period specified by the Promoter. If a major prize winner nominates a proxy, the major prize winner accepts all decisions made by the proxy. For the purposes of these Terms and Conditions, all references to a major prize winner will also be deemed to apply to that major prize winner's proxy, if relevant. The proxy must:be aged 18 years or over and able to attend the online Diamond Dream Envelope Pick on 29/10/2021 via a link supplied by the Promoter and at the time specified by the Promoter;accept and agree to be bound by these Terms and Conditions and any additional conditions provided by the Promoter or prize supplier/s and must sign any document the Promoter requires for this purpose prior to the online Diamond Dream Envelope Pick; andaccept that they will not receive any prizes awarded at the online Diamond Dream Envelope Pick on behalf of the relevant major prize winner.The online Diamond Dream Envelope Pick will take place on 29/10/2021 on a Zoom call organised at the time specified by the Promoter. The major prize winner (or their proxy) must follow the instructions provided by the Promoter in relation to their participation in the online Diamond Dream Envelope Pick, depending on their method of participation. At the online Diamond Dream Envelope Pick, the major prize winner (or the major prize winner’s proxy) will be given the chance to choose 1 envelope from a set of 100 envelopes shown on the screen. In the set of 100 envelopes, 1 of the envelopes will award a $100,000 prize and the remaining envelopes will award a $10,000 prize. The major prize winner will win the prize that they (or their proxy) selects. The major prize winner (or the major prize winner's proxy) will have only one chance to select a prize envelope.The major prize winner (or their proxy on the major prize winner's behalf) must claim their prize at the online Diamond Dream Envelope Pick. |
| **How many times can I enter?** | Entrants may enter multiple times provided each entry is submitted separately in accordance with the "entry instructions" section above (i.e. one (1) entry is permitted per 20 tokens collected by an entrant, a separate entry form will need to be submitted with each set of 20 tokens collected). Each entry must be posted in a separate stamped business-sized envelope (220mm x 110mm or smaller) and contain an official entry coupon. Only original entry forms from magazines in official circulation are valid. |
| **Total prize pool** | The total prize pool is up to $106,495. |
| **Proof of purchase** | You must retain the original of all purchase receipts for all entries as proof of purchase. If a receipt is not available from the store where the magazine(s) were purchased, you must retain an original of the magazine cover as proof of purchase. Failure to produce the required valid purchase receipt or original magazine cover for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of all of your entries and forfeiture of any right to a prize. Each entry must relate to a separate, qualifying purchase. Photocopies or scanned copies of the magazine cover or purchase receipt will not be accepted. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant’s details (including an entrant’s identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter’s discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid. |
| **Collection and use of your personal information** | If you are a major prize winner, you or your proxy must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. You or your proxy consent to the Promoter using your name/s, image/s and indicia (as relevant) in any promotional or advertising activity.The Promoter may collect your personal information directly or through its agents or contractors, including Blackhawk Network (Australia) Pty. Ltd. (ABN 84 123 251 703), Privacy Policy: <https://blackhawknetwork.com.au/privacy-policy/>). The Promoter will use your (and your proxy, if relevant) personal information to conduct and manage the competition. The Promoter may disclose your personal information to its related companies, agents and contractors to assist in conducting this competition, communicating with you or storing data or to hold and use for fraud prevention purposes. By entering, you (and your proxy, if relevant) consent to the Promoter keeping your personal information on its database to use for future marketing purposes, including in respect of Are Media Jackpot Diamond Dream contacting you by electronic messaging. By entering, you consent to receive email or SMS messages from the Promoter without any functional unsubscribe facility.The Promoter’s Privacy Policy (see [www.aremedia.com.au/privacy](http://www.aremedia.com.au/privacy)) includes information about:how to seek access to the personal information the Promoter holds about you and seek correction of the information; andhow to complain about a privacy breach and how the Promoter will deal with such a complaint. |
| **Permit numbers** | Authorised under: ACT Permit No. TP20/01785SA Licence No. T20/1566NSW Authority No. TP/00018 |

## These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about prizes and how to enter forms part of these Terms and Conditions. By entering or accepting a prize, you accept these Terms and Conditions.

**Entry**

## Your entry must be received during the Competition Period and will be deemed to be received only when received by the Promoter. Entry formsfrom any other competition cannot be used for this competition, and are void if copied, forged, stolen or interfered with. Submitted entry forms are the Promoter's property. If you return a Qualifying Purchase your entry may be deemed invalid at the Promoter's discretion (unless the product is defective).The Promoter is not liable for any problems with communications networks. You are responsible for your own costs associated with entering. If you enter using automatically generated entries or multiple phone numbers/email addresses/addresses/aliases, you may be disqualified.

## **Prizes**

## Prize/s and all elements of prize/s must be taken as and when offered or will be forfeited, and if forfeited, the Promoter will not be liable. Prize/s are subject to any additional terms and conditions imposed by the relevant supplier or the Promoter.

## Where relevant, the Promoter accepts no responsibility if one or more of the events or activities awarded as part of the prize areabandoned, called off or postponed for any reason. In that case you forfeit your entitlement to that event/activity. Unless otherwise specified by the Promoter, you will not be given cash or any alternative prize as a substitute for this altered prize element.

## Each prize will be awarded to the person named in the entry and any entry that is made on behalf of an entrant or by a third party will be invalid. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.

## If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Terms and Conditions, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Terms and Conditions or otherwise.

## The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share a prize.

**General**

## Any failure by you to comply with the conditions imposed by the prize supplier(s) may result in the prize being cancelled or withdrawn without liability for the Promoter or the prize supplier(s). The Promoter reserves the right to disqualify entries in the event of non-compliance with these Terms and Conditions.

## If you or your entry are deemed by the Promoter to breach these Terms and Conditions including if the prize is on set dates and you are unable to take the prize on the relevant date/s, your entry (or at the Promoter's discretion, all of your entries) may be discarded. The Promoter may, at any time, require you to produce documentation to establish to the Promoter's satisfaction the validity of your entries (including documentation establishing your identity, age, place of residence and place of employment). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.

## You must not:

#### tamper with the entry process;

#### engage in any conduct that may jeopardise the fair and proper conduct of the competition;

#### act in a disruptive, annoying, threatening, abusive or harassing manner;

#### do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this competition;

#### breach any law; or

#### behave in a way that is otherwise inappropriate.

## The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted including failure of any third parties to forward entry forms for inclusion in the draw.

## If any dispute arises between you and the Promoter concerning the conduct of this competition or claiming a prize, the Promoter will take reasonable steps to consider your point of view, taking into account any facts or evidence you put forward, and to respond to it fairly within a reasonable time. In all other respects, the Promoter’s decision in connection with all aspects of this competition is final.

## No part of a prize is exchangeable, redeemable for any other prize or transferable. Prize cheque will be made payable in the winner’s name. Without limiting any other term of these Terms and Conditions, all prizes (and elements of prizes) must be taken as and when specified, or will be forfeited with no replacement. The prize values are correct as at the date of preparing these Terms and Conditions and include any applicable GST. The Promoter is not responsible for any change in prize value. You agree that if a prize (or element of a prize) is unavailable for any reason the Promoter may provide another item of equal or higher value, subject to any necessary approval by the relevant gaming authorities.

## If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize.

## If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and/or specification, subject to any written directions of a regulatory authority.

## No entry fee is charged by the Promoter to enter the competition.

## For the purposes of public statements and advertisements, the Promoter may only publish the winner’s surname, initial and State/Territory or postcode of residence.

## Printing and other quality control errors outside the Promoter’s control will not invalidate an otherwise valid prize claim.

## The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the competition, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.

## If this competition cannot run as planned for any reason beyond the Promoter's control, for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, the Promoter may end, change, suspend or cancel the competition or disqualify affected entries/entrants, subject to any necessary approval by the relevant gaming authorities. Where it is practical for it to do so, the Promoter will notify you of such changes.

## The Promoter is not responsible for any tax implications arising from you winning a prize. You should seek independent financial advice. For Australian residents, if for GST purposes this competition results in any supply being made for non-monetary consideration, you must follow the Australian Taxation Office’s stated view that where the parties are at arm’s length, goods and services exchanged are of equal GST inclusive market values.

## Entrants’ personal information will be collected by the Promoter. Personal information will be stored on the Promoter’s database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at http://www.bauer-media.com.au/privacy/. The Promoter’s privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about entrants to enable them to participate in this competition and may disclose the entrants’ personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this competition and to the relevant lottery departments, as required under the relevant lottery legislation. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the competition. Personal information collected from entrants will not be disclosed to any entity located outside of Australia and New Zealand.

## It is a condition of accepting the prize that a winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize.

## Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.

## **Liability**

## Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth) andthe New Zealand *Consumer Guarantees Act 1993.*

## Subject to the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury(including allergies, skin conditions or other reactions, as relevant),illness or death suffered in connection with this competition or any prize, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).

## Without limiting the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable for any loss of, damage to or delay in delivery of prize/s, or for any damage that occurs to displayed prize/s (where relevant). Unless otherwise specified, prize/s will only be delivered to addresses in Australia and New Zealand.

## This competition is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram and Twitter. You provide your information to the Promoter and not to any social media platform. You completely release any relevant social media platforms from any and all liability.