**Take 5 Pocket Puzzler Birthday Issue**

**$5,000 Giveaway Competition**

(“Promotion”)

**Terms and Conditions**

1. Information on how to enter and prizes form part of these terms and conditions. By participating in the Promotion, you agree to be bound by these terms and conditions.

*Entry*

1. The entire Promotion commences on 1st April 2021 and closes with last mail received 14th May 2021 and closes for online entry 11:59pm AEST/AEDST 14th May 2021. The Promotions comprise of one (1) major draw.
2. Entry is open to Australian residents who purchase (or receive as a subscription) Take 5 Pocket Puzzler Issue 200 during the Promotional Period.
3. Entry is open to New Zealand residents who purchase (or receive as a subscription) Take 5 Pocket Puzzler Issue 200 during the Promotional Period.
4. Purchase of Take 5 Pocket Puzzler Issue 200, must be from an authorised outlet. If you are under the age of 18 years, you must have the prior consent of your parent or legal guardian to enter. Employees of the Promoter and their immediate family and other persons associated with the Promotion are ineligible to enter.
5. **To enter by mail (Australia only):** You can enter by completing the Take 5 Pocket Puzzler Issue 200 entry form and sending the completed entry coupon in the magazine by mail so it is received by the Promoter during the applicable Promotional Period. Mail entries are to be sent to the PO Box as published in the magazine. You may enter by mail as many times as you wish, however, each mail 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. Entries from newsagents' returns will not be accepted.
6. **To enter online (Australia and New Zealand):** You can enter by completing the Take 5 Pocket Puzzler Issue 200 entry form and going to the URL as published in magazine and following the prompts to the coupon entry page. At the coupon entry page, you submit an online entry by completing the entry form (including your full name, mailing address, email address and daytime telephone number) and submitting the entry as instructed during the Promotional Period. Only one online entry is accepted per person and email address.
7. You must retain the original copy 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 provide an original copy of the magazine cover as proof of purchase. Photocopies or scanned copies of the magazine cover or purchase receipt will not be accepted. 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.
8. An entry must not be: (a) late; (b) incomplete; (c) indecipherable; (d) incomprehensible; (e) illegible; or (f) unlawful. Any such entry will be ineligible and will be discarded. Any entry that the Promoter deems otherwise inappropriate will be ineligible and will be discarded.
9. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these terms and conditions or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
10. The Promoter is not responsible or liable for late, lost or misdirected mail enclosing an entry, or an entry not being received by the Promoter for any reason whatsoever.
11. Any costs associated with entering the Promotion, including data costs, are the entrant’s responsibility.

*Draw and award of prize*

1. There will be one major draw for all entries received for Take 5 Pocket Puzzler Issue 200. The major draw will take place on 25th June 2021 at 9:30am AEST/AEDST at Greeneagle Distribution and Fulfilment, Unit 5/9 Fitzpatrick Street, Revesby NSW 2212.
2. On the draw date, the Promoter will conduct a random draw to determine the winner from all valid mail (Australia only) and online (Australia and New Zealand) entries. The Promoter will also draw reserve winners in the event an original drawn winner is invalid or ineligible. If this process does not result in the prize being awarded, the prize will be awarded in the unclaimed prize draw as set out below.
3. The first (1) valid entry drawn from the major draw received during the entire promotional period will be deemed the winner and will win:
   1. If the winner is a resident in Australia: AUD$5,000; or
   2. If the winner is a resident in New Zealand: NZD$5,000.

The TOTAL PRIZE POOL IS VALUED AT UP TO AUD **$5,000.00** (including GST). The prizes do not include any ancillary costs associated with redeeming the prizes, which are the responsibility of the winner.

1. The winner will be notified in writing within seven (7) business days of each applicable draw using the contact details provided in their entry. The winner’s names will be published at [www.prizestolove.com.au/winners](http://www.prizestolove.com.au/winners) for 28 days from 2nd July 2021.
2. The prize will be delivered to the nominated address of the winner, provided that address is in Australia or New Zealand. The Promoter is not responsible or liable for any delay or failure in delivery of the prize by a third party or for any damaged caused to the prize during delivery.
3. 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 or legal guardian to prove their parental or guardianship status at the time of winner notification. If a person incorrectly represents themselves to be a winner’s parent or legal guardian, that person will be liable for all costs associated with re-delivering or re-awarding the prize (including but not limited to any 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 directions that relate to any ongoing family law negotiations or determinations. These are the responsibility of the winner and their respective parent or legal guardian.
4. If necessary, an unclaimed prize draw will be held on 1st October 2021 at the same time and place as the original draw in order to distribute any unclaimed prize(s), subject to any directions from a regulatory authority. A winner from this draw, if any, will be notified in writing using the contact details provided in their entry within seven (7) business days of the unclaimed prize draw and their name will be published on www.prizestolove.com.au/winners for 28 days from 1st October 2021.

*Prizes*

1. The prize will be delivered to the nominated address of the winner, provided that address is in Australia or New Zealand. The Promoter is not responsible or liable for any delay or failure in delivery of the prize by a third party or for any damaged caused to the prize during delivery.
2. The prize does not include any ancillary costs associated with redeeming the prize, which are the responsibility of the winner.
3. **Cash:** Cash prizes will be awarded in the form of a cheque in favour of the winner or bank transfer.

*General*

1. The Promoter's decision in relation to all aspects of the Promotion is final and no correspondence will be entered into.
2. In the event of unforeseen circumstances, war, terrorism, state of emergency or disaster (including but not limited to natural disaster) the Promoter may, subject to relevant state and territory rules and regulations, cancel, terminate, modify or suspend the Promotion.
3. 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 or similar applicable laws (“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: (a) personal injury arising in any way out of the Promotion; or (b) any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of: (i) the Promotion; (ii) any technical difficulties or equipment malfunction (whether or not under the Promoter’s control); (iii) any theft, unauthorised access or third party interference; (iv) 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; (v) any variation in prize value to that stated in these terms and conditions; (vi) any tax liability incurred by a winner or entrant; or (vii) use of the prize.
4. Subject to the Non-Excludable Guarantees, the Promoter make no representations or warranty as to the quality, suitability or merchantability of any of the goods or services offered as a prize.
5. The Promoter collects personal information (“PI”) in order to conduct the Promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry in the Promotion is conditional on providing this PI. The Promoter will also use and handle PI as set out in its privacy policy, which, for Australia, is available at <http://www.aremedia.com.au/privacy> and, for New Zealand, is available at <http://www.aremedia.co.nz/privacy>. In addition to any use that may be outlined in the Promoter’s privacy policy, the Promoter may also, for an indefinite period, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning you. For New Zealand entrants, under the Privacy Act 1993, you have the right to access and request the correction of any PI held by the Promoter. You should direct any request to opt out, access, update or correct PI to the Promoter and direct any complaints regarding treatment of you PI as set out in the Promoter’s privacy policy. All entries become the property of the Promoter.
6. The Promoter in Australia is Are Media Pty Ltd (ABN 18 053 273 546) of 54 Park Street, Sydney, NSW 2000. Phone: (02) 9282 8000 and in New Zealand is Are Media Group (NZ) LP of City Works Depot, Shed 12, 90 Wellesley Street, Auckland.
7. Authorised under permit numbers: NSW: TP/00018, ACT: TP 21/00200.