**Car Promotion for**

**Take 5/Lucky Break Issue 46 to 6 and Bauer Puzzle Titles**

**(“Promotion”)**

Terms and Conditions

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

Entry

2. The entire Promotion commences on 1st October 2020 and ends, for mail entries, with the last mail received on 21st June 2021 and, for online entries, at 11:59pm AEST/AEDST on 21st June 2021.

3. If you are under the age of 18 years, you must have the prior consent of your parent or legal guardian to enter. Entry is open to Australian residents who purchase from an authorised outlet (or receive as part of a subscription) an issue of Take 5, Take 5 Bumper Monthly, Take 5 Mega Puzzler, Take 5 Specials, Take 5 Pocket Puzzler and Woman’s Day Superpuzzler or Australian Women’s Weekly Puzzle Book as stipulated in Table A. Entry is open to New Zealand residents who purchase from an authorised outlet (or receive as part of a subscription) an issue of Lucky Break, Lucky Break Bumper Monthly, Woman’s Day Superpuzzler or Australian Women’s Weekly Puzzle Book as stipulated in Table A. Entrants may submit one entry per issue for the issues stipulated in Table A. Employees of the Promoter and their immediate family and other persons associated with the Promotion are ineligible to enter.

4. To enter by mail (Australia) You can enter by completing the entry coupon in the magazine, filling in the correct answer to the car competition puzzle and sending the completed coupon 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. Multiple entries by mail are permitted, subject to entry being posted in a separate stamped business-sized envelope (220mm x 110mm or smaller) and containing an official entry coupon. Only original entry forms from magazines in official circulation are valid. Entries from newsagents' returns will not be accepted.

5. To enter online (Australia and NZ): You can enter by correctly completing the car competition puzzle element in the magazine and going to www.nowtolove.com.au/take5mag www.prizestolove.com/puzzles (for AU) or www.nowtolove.com.au/luckybreak (for Lucky Break NZ) and following the prompts to the competition entry page. At the competition entry page, you submit an online entry by completing the entry form (including filling in the correct answers to the relevant puzzles and your contact details) and submitting the entry as instructed during the applicable Promotional Period. Only one online entry is accepted per person per puzzle per issue.

6. 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.

7. 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.

8. 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.

9. 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.

10. Any costs associated with entering the Promotion, including data costs, are the entrant’s responsibility.

Draw and award of prize

11. All entries from issues stipulated in Table A will be entered into the major draw to win the major prize.

12. Each draw for puzzles comprised of mail entries (Australia and NZ) and online entries (Australia and NZ) will take place at Greeneagle Distribution and Fulfilment, Unit 5/9 Fitzpatrick Street, Revesby NSW 2212 on the 5th July at 2:00pm AEST/AEDST.

Table A: Car

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | **Issues** | **On Sale (AU)** | **Close (AU)** | **On Sale (NZ)** | **Close (NZ)** |
| 1 | Take 5 Pocket Puzzler 197 | 07/01/2021 | 19/02/2021 |  |  |
| 2 | Take 5 Pocket Puzzler 198 | 04/02/2021 | 19/03/2021 |  |  |
| 3 | Take 5 Pocket Puzzler 199 | 04/03/2021 | 16/04/2021 |  |  |
| 4 | Take 5 Pocket Puzzler 200 | 01/04/2021 | 14/05/2021 |  |  |
| 5 | Take 5 Pocket Puzzler 201 | 06/05/2021 | 18/06/2021 |  |  |
| 6 | Take 5 One Shots 2102 | 04/01/2021 | 22/02/2021 |  |  |
| 7 | Take 5 One Shots 2103 | 08/02/2021 | 22/03/2021 |  |  |
| 8 | Take 5 One Shots 2104 | 08/03/2021 | 19/04/2021 |  |  |
| 9 | Take 5 One Shots 2105 | 05/04/2021 | 17/05/2021 |  |  |
| 10 | Take 5 One Shots 2106 | 03/05/2021 | 21/06/2021 |  |  |
| 11 | Take 5 Mega Puzzler 57 | 01/10/2020 | 07/12/2020 |  |  |
| 12 | Take 5 Mega Puzzler 58 | 05/11/2020 | 04/01/2021 |  |  |
| 13 | Take 5 Mega Puzzler 59 | 03/12/2020 | 08/02/2021 |  |  |
| 14 | Woman's Day Superpuzzler 154 | 12/10/2020 | 14/12/2020 | 2/11/2020 | 14/12/2020 |
| 15 | Woman's Day Superpuzzler 155 | 09/11/2020 | 11/01/2021 | 7/12/2020 | 11/01/2021 |
| 16 | Woman's Day Superpuzzler 156 | 07/12/2020 | 08/02/2021 | 4/1/2021 | 08/02/2021 |
| 17 | Take 5 Monthly January | 30/11/2020 | 12/01/2021 | 30/11/2020 | 12/01/2021 |
| 18 | Take 5 Monthly February | 28/12/2020 | 09/02/2021 | 28/12/2020 | 09/02/2021 |
| 19 | Take 5 Monthly March | 25/01/2021 | 09/03/2021 | 25/01/2021 | 09/03/2021 |
| 20 | Take 5 Monthly April | 22/04/2021 | 04/06/2021 | 22/04/2021 | 04/06/2021 |
| 21 | Take 5 Issue 46 | 12/11/2020 | 11/12/2020 | 9-Nov-20 | 7-Dec-20 |
| 22 | Take 5 Issue 47 | 19/11/2020 | 18/12/2020 | 16-Nov-20 | 14-Dec-20 |
| 23 | Take 5 Issue 48 | 26/11/2020 | 25/12/2020 | 23-Nov-20 | 21-Dec-20 |
| 24 | Take 5 Issue 49 | 03/12/2020 | 01/01/2021 | 30-Nov-20 | 28-Dec-20 |
| 25 | Take 5 Issue 50 | 10/12/2020 | 08/01/2021 | 7-Dec-20 | 4-Jan-21 |
| 26 | Take 5 Issue 51 | 17/12/2020 | 15/01/2021 | 14-Dec-20 | 11-Jan-21 |
| 27 | Take 5 Issue 52 | 24/12/2020 | 22/01/2021 | 21-Dec-20 | 18-Jan-21 |
| 28 | Take 5 Issue 53 | 24/12/2020 | 29/01/2021 | 28-Dec-20 | 25-Jan-21 |
| 29 | Take 5 Issue 1 | 31/12/2020 | 05/02/2021 | 4-Jan-21 | 1-Feb-21 |
| 30 | Take 5 Issue 2 | 07/01/2021 | 12/02/2021 | 11-Jan-21 | 8-Feb-21 |
| 31 | Take 5 Issue 3 | 14/01/2021 | 19/02/2021 | 18-Jan-21 | 15-Feb-21 |
| 32 | Take 5 Issue 4 | 21/01/2021 | 26/02/2021 | 25-Jan-21 | 22-Feb-21 |
| 33 | Take 5 Issue 5 | 28/01/2021 | 05/03/2021 | 1-Feb-21 | 1-Mar-21 |
| 34 | Take 5 Issue 6 | 04/02/2021 | 12/03/2021 | 8-Feb-21 | 8-Mar-21 |
| 35 | AWW Puzzle Book 65 | 23/11/2020 | 18/01/2021 | 14/12/2020 | 18/01/2021 |
| 36 | AWW Puzzle Book 2 | 11/01/2021 | 08/03/2021 | 1/2/2021 | 08/03/2021 |
| 37 | AWW Puzzle Book 3 | 08/02/2021 | 05/04/2021 | 29/02/2021 | 05/04/2021 |

13. On the draw date, all entries from all included Issues will be entered into the draw, in which the Promoter will conduct random draws to determine the winners. 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 all prizes being awarded, the remaining prize(s) will be awarded in the unclaimed prize draw as set out below.

14. For the Promotional Period, the first (1) valid entry drawn from the draw will win one (1) x Toyota CHR valued at up to AUD$33,751. There is 1 prize in total across the entire Promotion.

The TOTAL PRIZE POOL IS VALUED AT UP TO AUD $33,751. (including GST).

15. Some prizes may not be available or may be prohibited in New Zealand under New Zealand law. In that case, prizes will be offered to an equivalent New Zealand dollar value either in cash, vouchers or as a prize determined by the Promoter in its absolute discretion.

16. Only one prize will be awarded per person, per puzzle (excluding South Australian residents).

17. The winners will be notified in writing within seven (7) business days of the draw using the contact details provided in their entry. The winners’ names will be published on www.prizestolove.com.au/winners on 19th July 2021 & published in Take 5 Issue 30 on sale 22nd July 2021.

18. The winner must take the prize as offered. The prize, or any unused portion of the prize, is not exchangeable and cannot be redeemed as cash. The prize cannot be used in conjunction with any other special offer.

19. If the winner is under the age of 18 years, the prize will be awarded to the winner's parent or legal guardian on the winner’s behalf. It is a condition of being awarded the prize that the winner or the winner’s parent or legal guardian (as applicable) provides the Promoter with their full name and address and a copy of their current Australian or New Zealand driver’s licence. The winner or the winner’s parent or legal guardian (as applicable) must have a current valid Australian or New Zealand driver’s licence. If the winner is, through any legal incapacity or otherwise, unable to register the vehicle in their own name, then the winner may assign the vehicle to another person (who consents to such assignment) with legal capacity for the purpose of registration. The Promoter takes no responsibility for any such arrangements between the winner and the assignee. The winner must provide the Promoter with certified copies of all documentation as required by the Promoter before the prize is awarded.

20. 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.

21. If, for any reason, the winner does not take the prize at the time stipulated by the Promoter, the prize will be forfeited by the winner and cash will not be awarded in lieu of the prize.

22. If the prize is unavailable, the Promoter may substitute an alternative prize to substantially the same recommended retail value and/or specification, subject to any written direction from the various regulatory authorities.

23. If necessary, an unclaimed prize draw will be held on 8th 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 7 business days of the unclaimed prize draw and their name will be published on www.prizestolove.com.au/winners for 28 days from 15th October 2021.

Prizes

24. Car: The prize includes standard fittings, registration, compulsory third party insurance, stamp duty and dealer delivery charges (which may vary between States). Any ancillary costs associated with redeeming the prize are the responsibility of the winner. All optional extras and accessories, comprehensive insurance and any other insurance not stated as included in the prize, fuel, personal costs and any other ancillary associated with redeeming the prize are excluded and are the responsibility of the winner.

25. The external and interior colour of the prize is at the discretion of the supplying dealer and will be based on availability. Any number plate details used in the promotional material are representational only. Subject to agreement by the supplying dealer, stock availability and subject to the winner agreeing to pay any additional amount requested by the supplying dealer, the winner may choose to include optional extras and accessories. Except as stated in these terms and conditions, the supplying dealer will not provide a substitute model.

26. The winner must provide all information and sign all documentation necessary to enable Promoter to register the prize in the winner's name prior to collection. Receipt of the prize is subject to the winner being able to lawfully take possession of the prize and comply with all registration and compulsory third party insurance requirements of the State or Territory in which the winner elects for the vehicle to be registered.

27. The winner must collect the prize from their nearest dealership, as specified by the Promoter. If the winner is unable to collect the prize, the winner may incur cost of transporting the prize, from their nearest dealership to an alternate prize collection location as nominated by the winner and deemed acceptable by the Promoter. Any costs associated with the transport of the prize to an alternate location will be responsibility of the winner.

28. The Promoter takes no responsibility for any mechanical, body or paint repairs from the date and time of delivery.

29. In accepting the prize, the winner acknowledges that they may incur ongoing costs associated with the prize that are the responsibility of the winner.

30. The prizes are subject to the standard terms and conditions of individual prize and service providers.

General

31. The Promoter's decision in relation to all aspects of the Promotion is final and no correspondence will be entered into.

32. 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.

33. 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 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.

34. Subject to the Non-Excludable Guarantees, the Promoter makes no representations or warranty as to the quality, suitability or merchantability of any of the goods or services offered as a prize.

35. The Promoter collects personal information (“PI”) to conduct the Promotion and may disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to 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.bauer-media.com.au/privacy and, for New Zealand, is available at http://www.bauermedia.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.

36. The Promoter in Australia is Bauer Media Pty Limited (ABN 18 053 273 546) of 54 Park Street, Sydney, NSW 2000 (phone: (02) 8268 8000).

37. Authorised under permit numbers: NSW: TP20/00018, SA: T20/1038, ACT: TP 20/01174.