**Take 5 Mega Puzzler Issue 76-79, 2022**

(“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*

1. For Australian residents, the entire Promotion commences at 12:01am AEST/AEDST on 12th May 2022 and ends, for mail entries, with the last mail received on 26th September 2022 and, for online entries, at 11:59pm AEST/AEDST on 26th September 2022.
2. You must be aged 18 years or over to enter. Entry is open to Australian residents who purchase from an authorised outlet (or receive as part of a subscription) Issue 76-79 of Take 5 Mega Puzzler. Entries open and close for each of Issues 76-79 on the dates outlined in Table A below (each a “Promotional Period”). Employees of the Promoter and their immediate family and other persons associated with the Promotion are ineligible to enter.

**Table A**

|  |  |  |
| --- | --- | --- |
| **Issue** | **Promotional Period Open Date** | **Promotional Period Close Date** |
| 76 | 12/05/2022 | 27/06/2022 |
| 77 | 09/06/2022 | 25/07/2022 |
| 78 | 14/07/2022 | 29/08/2022 |
| 79 | 11/08/2022 | 26/09/2022 |

1. **To enter by mail (Australia)** You can enter by completing the entry coupon in the magazine, filling in the correct answers to the relevant puzzles and sending the completed coupon by mail so it is received by the Promoter during the applicable Promotional Period. Entries are to be sent to the following applicable address:

* Take 5 Mega Puzzler Issue 76, PO Box 130, Eastern Suburbs MC, NSW 2004 (for Australian residents);
* Take 5 Mega Puzzler Issue 77, PO Box 131, Eastern Suburbs MC, NSW 2004 (for Australian residents);
* Take 5 Mega Puzzler Issue 78, PO Box 132, Eastern Suburbs MC, NSW 2004 (for Australian residents);
* Take 5 Mega Puzzler Issue 79, PO Box 128, Eastern Suburbs MC, NSW 2004 (for Australian residents);

You may enter as many times as you wish, however, 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. Entries from newsagents' returns will not be accepted.

1. **To enter online (Australia only):** You can enter by going to <https://www.prizestolove.com.au/puzzles> 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 per puzzle per issue.
2. For the avoidance of doubt, you do not have to complete every puzzle; you may complete only the puzzles relevant to the prizes that you wish to win. 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.
3. 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.
4. 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.
5. 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.
6. Any costs associated with entering the Promotion are the entrant’s responsibility.

*Draw and award of prize*

1. The draw will take place at Greeneagle Distribution and Fulfilment, Unit 5/9 Fitzpatrick Street, Revesby NSW 2212 on 3rd October 2022 at 9:00am AEST/AEDST.
2. On the draw date, the Promoter will conduct a random draw to determine the winners from valid 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 all prizes being awarded, the remaining prize(s) will be awarded in the unclaimed prize draw as set out below.
3. The prizes to be won in relation to each puzzle are as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| **Prize** | **RRP Per unit** | **Qty** | **Total RRP Value** |
| Mens Fragrance Set (x1) | $78.00 | 1 | $78.00 |
| Smart TV (x1) | $619.00 | 1 | $619.00 |
| Dishwasher (x1) | $999.00 | 1 | $999.00 |
| Dessert Bowl set (x17) | $338.00 | 17 | $5,746.00 |
| Cash ($50 x 1) | $50.00 | 1 | $50.00 |
| Cash ($50 x 1) | $50.00 | 1 | $50.00 |
| Coffee Machine (x1) | $329.00 | 1 | $329.00 |
| Tablet (x1) | $349.00 | 1 | $349.00 |
| Cash ($100 x 1) | $100.00 | 1 | $100.00 |
| Necklace (x1) | $999.00 | 1 | $999.00 |
| Cash ($100 x 1) | $100.00 | 1 | $100.00 |
| Cash ($100 x 1) | $100.00 | 1 | $100.00 |
| Cash ($100 x 1) | $100.00 | 1 | $100.00 |
|  |  |  |  |

The TOTAL PRIZE POOL IS VALUED AT UP TO AUD $9,619.00 (including GST).

1. Only one prize will be awarded per person, per puzzle (excluding South Australian residents).
2. 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 for puzzles in Take 5 Mega Puzzler will be published on [www.prizestolove.com.au/winners](http://www.prizestolove.com.au/winners) for 28 days from 10th October 2022. 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.
3. 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.
4. If a prize, or part of a 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.
5. If necessary, an unclaimed prize draw will be held on 26th December 2022 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, for puzzles in Take 5 Mega Puzzler on [www.prizestolove.com.au/winners](http://www.prizestolove.com.au/winners) for 28 days from 2nd January 2023.

*Prizes*

1. The prize will be delivered to the nominated address of the winner, provided that address is in Australia. 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 prizes do not include any ancillary costs associated with redeeming the prizes, which are the responsibility of the winner.
3. The prizes do not include any installation or set-up of any of the products.
4. Products included in a prize package (including but not limited to titles, colour, design, sizing, model, finish, style, etc.) will be determined by the Promoter in its complete discretion.
5. In accepting the prize, the winner acknowledges that they may incur ongoing costs associated with the prize that are the responsibility of the winner.
6. The prizes are subject to the standard terms and conditions of individual prize and service providers.
7. **Cash:** Cash prizes will be awarded in the form of a cheque in favour of the winner.
8. **Electrical appliances:** For the avoidance of doubt, the prize does not include: (a) any gas, electricity, water or associated costs incurred before, during or after claiming, installing or using of the prize; (b) any construction, electrical, tiling or plumbing services; (c) any ongoing maintenance costs; (d) any costs in excess of the allocated budget per component of the prize; or (e) any other ancillary or incidental expenses incurred in connection with the prize, whether before, during or after claiming, installing or using of the prize.
9. **Vouchers, gift cards, tickets and passes:** Redemption of vouchers, gift cards, tickets or passes is subject to the terms and conditions stipulated on the voucher, gift card, ticket or pass. The Promoter will not be liable for any voucher, gift card, ticket or pass that has been lost, stolen, forged, damaged or tampered with in any way. Any unused balance of a voucher, gift card, ticket or pass will not be awarded as cash. Vouchers, gift cards, tickets and passes are subject to availability at the time of booking/redemption. Unless specifically stated otherwise, tickets do not include travel to and from a venue, spending money or meals and beverages, which are the responsibility of the winner.

*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 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 makes 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>. 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. 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 Limited (ABN 18 053 273 546) of 54 Park Street, Sydney, NSW 2000 (phone: (02) 8268 8000).
7. Authorised under permit numbers: NSW: TP/00018; SA: T22/149; ACT: TP 22/00226