**New Idea Puzzles Promotion**

**Issues 28, 2023 – 2, 2024**

(“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. All times outlined herein are in AEST/AEDST, based on times applicable in NSW.

*Entry*

1. For Australian residents, the entire Promotion commences at 12:01am AEST/AEDST on 3rd July 2023 and ends, for mail entries, with the last mail received on 28th January 2024 and, for online entries, at 11:59pm AEST/AEDST 28th January 2024. Entries open and close for each of Issues 28, 2023 – 2, 2024 on the dates outlined in Table A below (each a “Promotional Period”).

 **Table A**

|  |  |  |
| --- | --- | --- |
| **Issue** | **On Sale** | **Close Date** |
| **28** | 03-Jul-23 | 16-Jul-23 |
| **29** | 10-Jul-23 | 23-Jul-23 |
| **30** | 17-Jul-23 | 30-Jul-23 |
| **31** | 24-Jul-23 | 06-Aug-23 |
| **32** | 31-Jul-23 | 13-Aug-23 |
| **33** | 07-Aug-23 | 20-Aug-23 |
| **34** | 14-Aug-23 | 27-Aug-23 |
| **35** | 21-Aug-23 | 03-Sep-23 |
| **36** | 28-Aug-23 | 10-Sep-23 |
| **37** | 04-Sep-23 | 17-Sep-23 |
| **38** | 11-Sep-23 | 24-Sep-23 |
| **39** | 18-Sep-23 | 01-Oct-23 |
| **40** | 25-Sep-23 | 08-Oct-23 |
| **41** | 02-Oct-23 | 15-Oct-23 |
| **42** | 09-Oct-23 | 22-Oct-23 |
| **43** | 16-Oct-23 | 29-Oct-23 |
| **44** | 23-Oct-23 | 05-Nov-23 |
| **45** | 30-Oct-23 | 12-Nov-23 |
| **46** | 06-Nov-23 | 19-Nov-23 |
| **47** | 13-Nov-23 | 26-Nov-23 |
| **48** | 20-Nov-23 | 03-Dec-23 |
| **49** | 27-Nov-23 | 10-Dec-23 |
| **50** | 04-Dec-23 | 17-Dec-23 |
| **51** | 11-Dec-23 | 24-Dec-23 |
| **52** | 18-Dec-23 | 31-Dec-23 |
| **53** | 25-Dec-23 | 07-Jan-24 |
| **1** | 08-Jan-24 | 21-Jan-24 |
| **2** | 15-Jan-24 | 28-Jan-24 |

1. The Promotion consists of seven (7) separate draws each with a shared prize pool. Entries received for each Issue will be entered into the respective draw/s listed below. For the sake of clarity, entries received for Issues 28, 29, 30, 31 will be entered into Draw 1; Issues 32, 33, 34, 35 will be entered into Draw 2; Issues 36, 37, 38, 39 will be entered into Draw 3; Issues 40, 41, 42, 43 will be entered into Draw 4; Issues 44, 45, 46, 47 will be entered into Draw 5; Issues 48, 49, 50, 51 will be entered into Draw 6; Issues 52, 53, 1, 2 will be entered into Draw 7.

**Table B**

|  |  |  |
| --- | --- | --- |
| **Draw** | **Issues** | **Draw Date** |
| 1 | 28, 29, 30, 31 | 11 Aug 23 |
| 2 | 32, 33, 34, 35 | 8 Sep 23 |
| 3 | 36, 37, 38, 39 | 6 Oct 23 |
| 4 | 40, 41, 42, 43 | 3 Nov 23 |
| 5 | 44, 45, 46, 47 | 1 Dec 23 |
| 6 | 48, 49, 50, 51 | 29 Dec 23 |
| 7 | 52, 53, 1, 2 | 9 Feb 24 |

1. 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 New Idea that is listed in Table A and to New Zealand residents who purchase from an authorised outlet (or receive as part of a subscription) an issue of New Idea that is listed in Table A. Employees of the Promoter and their immediate family and other persons associated with the Promotion are ineligible to enter.
2. Enter as many times as you wish, by mailing in the original entry form; or Enter online at <https://www.newidea.com.au/>
3. Entries must include all requested contact details to be eligible to win. Entrants may only enter in their own name. Inaudible, incomprehensible, illegible, and incomplete entries will be deemed invalid. All entries become the property of the Promoter and cannot be returned.
4. All entrants may enter as many times as they like but only ONE prize will be awarded per household, however minor prize winners will also have a chance at winning the major prize. **Residents of South Australia may be awarded one prize per entry.**
5. Only ONE entry permitted per copy of New Idea magazine purchased. All entrants must retain their original receipts, documents or tags to validate proof of purchase during the promotional period. Such evidence must, on request by the Promoter, be provided to the reasonable satisfaction of the Promoter, which demonstrates that the winner is an eligible entrant and has complied with these Terms and Conditions. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.
6. 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.
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*

1. Each draw for puzzles comprised of mail and online entries will take place at Greeneagle Distribution and Fulfilment, Unit 5/9 Fitzpatrick Street, Revesby NSW 2212 on the applicable date specified in Table B at 9:30am AEST/AEDST.
2. On each draw date, the Promoter will conduct a random draw to determine the winners for puzzles comprised of valid mail and online 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 first (1) valid and correct entry drawn for each puzzle, from all entries received during each promotional period for issues outlined in Table A, will be deemed prize winners. Prizes for each promotional period are separate. For the sake of clarity, prizes to be won from draw 1 are stipulated in Table C; prizes to be won from draw 2 are stipulated in Table D; prizes to be won from draw 3 are stipulated in Table E; prizes to be won from draw 4 are stipulated in Table F; prizes to be won from draw 5 are stipulated in Table G; prizes to be won from draw 6 are stipulated in Table H; prizes to be won from draw 7 are stipulated in Table I.

**Table C – Share prizes in draw 1: Entries from 28, 29, 30, 31:**

|  |  |  |  |
| --- | --- | --- | --- |
| **Prize** | **Value (AUD)** | **Qty** | **Total Value** |
| $50 Cash | $50 | 6 | $300 |
| $50 Cash | $50 | 4 | $200 |
| $100 Cash | $100 | 3 | $300 |
| $250 Cash | $250 | 2 | $500 |
| $100 Cash | $100 | 2 | $200 |
| $500 Cash | $500 | 1 | $500 |

The TOTAL PRIZE POOL FOR DRAW 1 IS VALUED AT UP TO AUD **$2000.00** (including GST).

**Table D – Share prizes in draw 2: Entries from 32, 33, 34, 35:**

|  |  |  |  |
| --- | --- | --- | --- |
| **Prize** | **Value (AUD)** | **Qty** | **Total Value** |
| $50 Cash | $50 | 6 | $300 |
| $50 Cash | $50 | 4 | $200 |
| $100 Cash | $100 | 3 | $300 |
| $250 Cash | $250 | 2 | $500 |
| $100 Cash | $100 | 2 | $200 |
| $500 Cash | $500 | 1 | $500 |

The TOTAL PRIZE POOL FOR DRAW 1 IS VALUED AT UP TO AUD **$2000.00** (including GST).

**Table E – Share prizes in draw 3: Entries from 36, 37, 38, 39:**

|  |  |  |  |
| --- | --- | --- | --- |
| **Prize** | **Value (AUD)** | **Qty** | **Total Value** |
| $50 Cash | $50 | 6 | $300 |
| $50 Cash | $50 | 4 | $200 |
| $100 Cash | $100 | 3 | $300 |
| $250 Cash | $250 | 2 | $500 |
| $100 Cash | $100 | 2 | $200 |
| $500 Cash | $500 | 1 | $500 |

The TOTAL PRIZE POOL FOR DRAW 1 IS VALUED AT UP TO AUD **$2000.00** (including GST).

**Table F – Share prizes in draw 4: Entries from 40, 41, 42, 43:**

|  |  |  |  |
| --- | --- | --- | --- |
| **Prize** | **Value (AUD)** | **Qty** | **Total Value** |
| $50 Cash | $50 | 6 | $300 |
| $50 Cash | $50 | 4 | $200 |
| $100 Cash | $100 | 3 | $300 |
| $250 Cash | $250 | 2 | $500 |
| $100 Cash | $100 | 2 | $200 |
| $500 Cash | $500 | 1 | $500 |

The TOTAL PRIZE POOL FOR DRAW 1 IS VALUED AT UP TO AUD **$2000.00** (including GST).

**Table G – Share prizes in draw 5: Entries from 44, 45, 46, 47:**

|  |  |  |  |
| --- | --- | --- | --- |
| **Prize** | **Value (AUD)** | **Qty** | **Total Value** |
| $50 Cash | $50 | 6 | $300 |
| $50 Cash | $50 | 4 | $200 |
| $100 Cash | $100 | 3 | $300 |
| $250 Cash | $250 | 2 | $500 |
| $100 Cash | $100 | 2 | $200 |
| $500 Cash | $500 | 1 | $500 |

The TOTAL PRIZE POOL FOR DRAW 1 IS VALUED AT UP TO AUD **$2000.00** (including GST).

**Table H – Share prizes in draw 6: Entries from 48, 49, 50, 51:**

|  |  |  |  |
| --- | --- | --- | --- |
| **Prize** | **Value (AUD)** | **Qty** | **Total Value** |
| $50 Cash | $50 | 6 | $300 |
| $50 Cash | $50 | 4 | $200 |
| $100 Cash | $100 | 3 | $300 |
| $250 Cash | $250 | 2 | $500 |
| $100 Cash | $100 | 2 | $200 |
| $500 Cash | $500 | 1 | $500 |

The TOTAL PRIZE POOL FOR DRAW 1 IS VALUED AT UP TO AUD **$2000.00** (including GST).

**Table I – Share prizes in draw 7: Entries from 52, 53, 1, 2:**

|  |  |  |  |
| --- | --- | --- | --- |
| **Prize** | **Value (AUD)** | **Qty** | **Total Value** |
| $50 Cash | $50 | 6 | $300 |
| $50 Cash | $50 | 4 | $200 |
| $100 Cash | $100 | 3 | $300 |
| $250 Cash | $250 | 2 | $500 |
| $100 Cash | $100 | 2 | $200 |
| $500 Cash | $500 | 1 | $500 |

The TOTAL PRIZE POOL FOR DRAW 1 IS VALUED AT UP TO AUD **$2000.00** (including GST).

1. Only one prize will be awarded per person, per puzzle (excluding South Australian residents).
2. The total prize pool for the entire promotion is **AUD $14,000.00.**
3. **Cash:** Cash prizes will be awarded in the form of a cheque, bank transfer or EFTPOS card.
4. For any cash prizes your name on your entry must be that of an eligible bank account to which a cheque can be cashed. All prize values are in Australian dollars. The Promoter makes all reasonable efforts to send cheques in the names as specified in the original entry. Winning entries with only a family name or reference to a family as the entrant cannot be cashed by banks. If the winner of any prize is under 18 years, the prize may be awarded to the winner's nominated parent or guardian on behalf of the winner, at the discretion of the Promoter.
5. In all draws, the Promoter will conduct a random draw corresponding to the number of Prizes in the draw, from highest to lowest prize value, beginning with the major prize. As entries are opened they are allocated a prize so long as the entrant has answered the associated question correctly. If the associated answer is left blank or is answered incorrectly then the entry is put aside and a new entry is drawn for the purpose of awarding that particular prize. Once that prize is awarded, the as yet unawarded entry will be assigned the next highest value prize for which it has answered the associated answer correctly. This process is continued for each prize on offer in the draw until each prize category is exhausted and all prizes are awarded.
6. The winners will be notified in writing within 7 business days of each draw using the contact details provided in their entry. The winners’ names will be published on [www.prizestolove.com.au/winners](http://www.prizestolove.com.au/winners) as specified in Table J.

**Table J**

|  |  |  |
| --- | --- | --- |
| Draw | Issues | Publish Date |
| 1 | 28, 29, 30, 31 | 28/08/2023 |
| 2 | 32, 33, 34, 35 | 25/09/2023 |
| 3 | 36, 37, 38, 39 | 23/10/2023 |
| 4 | 40, 41, 42, 43 | 20/11/2023 |
| 5 | 44, 45, 46, 47 | 18/12/2023 |
| 6 | 48, 49, 50, 51 | 15/01/2024 |
| 7 | 52, 53, 1, 2 | 26/02/2024 |

1. 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.
2. 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 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.
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 the date specified in Table H 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](http://www.prizestolove.com.au/winners) for 28 days from the date specified in Table K.

**Table K**

|  |  |  |
| --- | --- | --- |
| **Draw** | **Date of unclaimed prize draw** | **Publication Date** |
| **1** | 03/11/2023 | 10/11/2023 |
| **2** | 01/12/2023 | 08/12/2023 |
| **3** | 29/12/2023 | 05/01/2024 |
| **4** | 26/01/2024 | 02/02/2024 |
| **5** | 23/02/2024 | 01/02/2024 |
| **6** | 22/03/2024 | 29/03/2024 |
| **7** | 03/05/2024 | 10/05/2024 |

*General*

1. The Promoter (subject to State and Territory Legislation) reserves the right to amend, cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affect the administration security, fairness, integrity or proper conduct of this competition. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition.
2. The Promoter and their associated agencies and companies is not liable or responsible for any problems or technical malfunction of any telephone network or lines, computer on line systems, servers, or providers, computer equipment, software, technical problems of the phone or of any phone network, or any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur during the draw; whilst undertaking any travel won on or connected with their entry into the draw; in the participation in any prize; as a consequence of late, lost or misdirected mail, email or phone call; due to the broadcast of any program relating to the competition or the publication of any material, including any statements made by any compere, staff member, journalist, other entrants or any other person; any injury or damage to entrant's or any other person's computer software or phone; or any combination thereof, related to or resulting from participation or sending or receiving of any communication or of any materials in this competition.
3. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
4. All competition entries must be able to be posted to and received at the post office box address supplied for the particular competition. No hand delivered or bulky entries will be accepted upon receiving at the Promoters premises for any competition, unless otherwise stated herein. Mail entries that contain any objects that have not been requested by the Promoter (such as backing cards or excess paper) will not be accepted. Any entries that do not follow these requirements will be deemed invalid and will not be received by the Promoter or its agents. The Promoter and its agents take no responsibility whatsoever for such entries that do not follow these prescribed guidelines. The Promoter advises entrants not to send entries to the Promoter’s street address as these entries may be deemed invalid.
5. The promoter highly recommends a DL-sized (business) envelope is used in submitting postal entries. Entries sent via Registered mail will not be guaranteed entry into the competition due to increased sorting, handling and storage required by Australia Post. Entries sent in smaller unique envelopes are known to have issues when being sorted electronically by Australia Post. The Promoter also encourages competition entrants to clearly write on their envelope the full name and address of the competition they are entering for ease of processing by Australia Post and therefore entry into the competition.
6. Any entrant found to be using any form of software or third party application to enter multiple times (including scripting software) will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any awarded prize to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.
7. Any entrant found to have used a third party (including online competition entry site) to enter on their behalf will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any awarded prize to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.
8. Any entrant found to be entering incorrect contact details, including incorrect email contact details, will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any awarded to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.
9. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State Regulation. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier’s requirements.Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
10. The Promoter highly recommends a current residential street address be provided when requested for ease of correspondence and potential prize delivery. The Promoter makes all reasonable efforts to deliver prizes to the addresses provided by competition entrants. The Promoter cannot guarantee that any prizes returned to the Promoter due to non-delivery at the provided address will be re-sent to the prize winner.
11. The Promoter reserves the right to request winners to sign a winner’s deed of release or any other relevant forms or agreements that the Promoter deems necessary, to provide proof of identity, proof of age, proof of residency at the nominated prize delivery address and/or proof of entry validity (including phone bill) in order to claim a prize. Proof of identification, residency, age and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
12. The Promoter reserves the right to redraw in the event of an entrant, claiming to be a winner, being unable to satisfy these Terms and Conditions.
13. The Promoter’s decision in relation to any aspect of the competition is final and binding on each person who enters. No correspondence will be entered into. No responsibility is accepted for late, lost or misdirected entries. Prizes are subject to availability, not transferable or exchangeable and, with the exception of cash prizes, cannot be taken as cash. Prizes will be sent to the winner’s nominated address as stated in their original entry. The Promoter and their associated agencies, and companies associated with this promotion will take no responsibility for prizes damaged or lost in transit.

**Copyright, Statutory guarantees, Waiver and liability**

1. 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 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. 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.
2. In participating in the prizes, the winners agree to participate and co-operate as required in all editorial activities relating to the Competition, including but not limited to being interviewed and photographed. The winners (and their companions) agree to granting the promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide, including online social networking sites, and the winners (and their companions) will not be entitled to any fee for such use.
3. Prize winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of that prize.
4. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), 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.
5. 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 a prize.
6. For the purposes of NSW state lottery departments the individual prize pool will not exceed $1000 and the total prize pool for the entire promotion will not exceed $100,000.
7. Authorised under permit no. TP/00018.