**Are Media Winner Takes All Showcase Promotion 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.

*Entry*

1. Employees of the Promoter and their immediate family and other persons associated with the Promotion are ineligible to enter.
2. For Australian and New Zealand residents, the entire Promotion commences on 18th April 2024 and ends with the last mail received on 26th August 2024 (“Promotional Period”).
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 & New Zealand residents who purchase from an authorised outlet (or receive as part of a subscription) any one of Issues 17-31, 2024 of Take 5, Issues 16-30, 2024 of Lucky Break Magazine, June, July, August 2024 Issues of Take 5 Bumper Monthly, Issues 16-32, 2023 of TV WEEK Magazine, Issues 100, 101 and 102 of Take 5 Mega Puzzler, Issues 197 and 198 of Woman’s Day Super Puzzler, Issue 97, 98 of Australian Women’s Weekly Puzzle Book or Issue 237, 238 and 239 of Take 5 Pocket Puzzler. Employees of the Promoter and their immediate family and other persons associated with the Promotion are ineligible to enter.
4. **To enter:**

**In Australia:** Consumers must purchase a participating magazine issue as per Clause 3 and 4, then complete the official Winner Takes All entry coupon and send it, with their details (including full name, address and phone number) to the address as published in magazine during the Promotional Period.

**In New Zealand:** Consumers must purchase a participating magazine issue as per Clause 3 and 4, then complete the official Winner Takes All entry coupon and send it, with their details (including full name, address and phone number) to the address as published in magazine during the Promotional Period.

1. 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.
2. 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, including data costs, 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 at 11:00am AEST/AEDST on 6th September 2024.
2. 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 entry drawn from all valid entries received will be deemed the major prize winner and will receive the following:

|  |  |  |  |
| --- | --- | --- | --- |
| $15,000 CASH | 1 | $15,000 Cash | $15,000 |
| $1000 Hard to Find Gift Card | 1 | $1000 Hard to Find gift card | $1,000 |
| Smart TV | 1 | Smart TV - Samsung 65 Inch CU8000 Crystal UHD 4K Smart TV  | $1,689.00 |
| Laptop | 1 | Laptop - ThinkPad Z13 Gen 1 AMD Arctic Grey  | $7,059.00 |
| Mobile Phone | 1 | Mobile Phone - Nokia X30 5G 256GB (Ice White)  | $899.00 |
| Coffee Machine | 1 | Coffee Machine - Breville Creatista Pro Nespresso Coffee Machine  | $1,399.00 |
| Multi Cooker | 1 | Multi Cooker - Tefal i-Companion XL Cooking Food Processor | $2,499.95 |
| Cookware and Knife Block Set | 1 | Cookware and Knife Block Set - Impact Specialty Cookware Pack and Classic Steel Knife block set | $3,957.70 |
| Jewelery Set | 1 | Jewellery Set - 9ct White Gold Aquamarine and Diamond Pear shape Earrings, Necklace and Ring set. | $3,597 |
| **Total** | **9** |   |   | **$37,101** |

The TOTAL PRIZE POOL IS VALUED AT UP TO AUD $37,101.00 (including GST).

1. 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.
2. Only one prize will be awarded per person, per puzzle (excluding South Australian residents).
3. The winner 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 online at nowtolove.com.au/take5winners on 13th September 2024.
4. 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.
5. 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.
6. 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.
7. 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.
8. If necessary, an unclaimed prize draw will be held on 29th November 2024, 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 nowtolove.com.au/take5winners for 28 days from 6th December 2024.

*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 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 or bank transfer or a letter will be sent to the winner advising to visit a secure website, where their bank details are requested to fulfill their cash prize via bank transfer. Should the prize winner decline to provide their bank information the winner can opt to receive a gift card instead of a direct deposit. The winner will be present with a variety of gift cards to the value of the cash prize to select from.
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. 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.
10. 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.
11. 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.
12. The Promoter takes no responsibility for any mechanical, body or paint repairs from the date and time of delivery.

*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”) 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.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 Limited (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 24/00376, SA: T24/307.