**New Idea 2021 Poll Competition**

(“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. The Promotion commences on 22nd November 2021 and ends at 11.59pm AEST/AEDST on 12th December 2021 (“Promotional Period”).
2. 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 and New Zealand residents. Employees of the Promoter and their immediate family and other persons associated with the Promotion are ineligible to enter.
3. **To enter online**: You can enter by going to newidea.com.au/poll 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 your full name, mailing address, email address, the royal awards survey and daytime telephone number) and submitting the entry as instructed during the Promotional Period.
4. Only one entry per person will be permitted.
5. 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.
6. 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.
7. 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.
8. 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 Are Media Pty Limited, 54 Park Street, Sydney NSW 2000 on 16th December 2021 at 9.30am AEST/AEDST.
2. On the draw date, the Promoter will conduct a random draw to determine the winner(s) 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 first (1) valid entry drawn from all valid entries received will win the following prize(s):

1x $5,000 Cash valued at up to AUD $5,000.00 each

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 (excluding South Australian residents).
3. The winner will be notified by telephone and in writing within 7 business days of the draw using the contact details provided in their entry. The winner’s name will be published at prizestolove.com.au/winners on 23rd December 2021.
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 10th February 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 7 business days of the unclaimed prize draw and their name will be published on prizestolove.com.au/winners for 28 days from 17th February 2022.

*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. 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.
4. In accepting the prize, the winner acknowledges that they may incur ongoing costs associated with the prize that are the responsibility of the winner.
5. The prize is subject to the standard terms and conditions of individual prize and service providers.

*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 21/01977

**Short Terms**

Competition opens 2/9/21 and closes at 11.59pm AEDST on 17/10/21. Draw will take place on 22/10/21 at 9:30am AEDST at promoter’s premises and winner will be published at prizestolove.com.au/winners by 29/10/21. One entry per person permitted. Total prize pool is $5366. Open to Australian and NZ residents. For full terms and conditions see aremedia.com.au/competitions. The Promoter is Are Media Pty Limited, 54 Park Street, Sydney NSW 2000 (ABN 18 053 273 546). Authorised under NSW: TP/00018, ACT: TP 21/XXXXX, SA: T21/XXX.