

## Terms & Conditions

### Lovatts Magazines and Operation Ouch Magazine Subscribe to Win Promotion

#### Game of Chance Promotion

#### 1. STANDARD TERMS

1.1 Information on how to redeem this offer forms a part of the offer. Subscription and payment are deemed as acceptance of these Terms and Conditions.

#### 2. WHO CAN ENTER

2.1 Entry is only open to residents of Australia and New Zealand, who purchase a subscription to *Operation Ouch Magazine* during the Competition Period. To be entered, subscriptions must be purchased directly with Lovatts Media by phone or via Lovatts Media's subscription websites, or through a third-party subscription website. These include: LovattsMagazines.com.au, LovattsMagazines.co.nz, LovattsPuzzles.com, Isubscribe.com.au or MagShop.com.com.au

2.2 Directors, management, employees and their immediate families of Lovatts Media Pty Ltd (Lovatts Media) and their associated agencies and companies are not eligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether by natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.

#### 3. HOW TO ENTER

3.1 The promotion period begins on Monday the 12<sup>th</sup> of September 2022 at 9:00am (AEST) and concludes on Monday the 5<sup>th</sup> of December 2022 at 11:59pm (AEDT) ("Competition Period"). Entrants are required to subscribe to *Operation Ouch Magazine* within the Competition Period, or (for active subscriptions only) indicate their acceptance of the Terms and Conditions via an online competition entry form, here: <https://lovattsmagazines.com.au/pages/win-operation-ouch-tickets>

3.2 Prize will be drawn on Tuesday the 6<sup>th</sup> of December 2022 at 11:30am (AEDT) at the Lovatts Media offices, 100-102 The Esplanade, Terrigal NSW 2260. Winners will be notified via phone and email on the day of the draw. Once all winners have been confirmed and accepted their prize, their details will be published on [www.lovattsmagazines.com](http://www.lovattsmagazines.com) as well as be announced on Operation Ouch Magazine Australia's Facebook Page. Winners will have until Thursday the 8<sup>th</sup> of December 2022 at 11:30am (AEDT) to accept their prize due to the time sensitive nature of the draw.

#### 4. HOW TO WIN

4.1 To be entered into the draw individuals must, during the Competition Period, purchase either a 6-month print subscription or a 12-month print subscription of *Operation Ouch Magazine*. Customers who have purchased an *Operation Ouch Magazine* subscription prior to the promotion start date will be invited, by email, to enter the draw to resubscribe, or if the customer's current subscription is still active by the close date of this promotion, they can enter by accepting the terms and conditions via an online competition entry page. A valid entry is subject to verification of the credit card or, if payment is made by cheque, the cheque must be cleared for payment by the close

date of the promotion. To be eligible to receive the offer, participants will be required to provide their name, address, postcode, telephone number, and email address.

## 5. PRIZES

### 5.1

14 x winners are set to receive:

1 x Operation Ouch! Live On Stage Family Pass (4 electronic tickets) valued at \$223.60 RRP for regional areas and \$259.60 RRP for capital areas. Winners can choose their preferred venue/location from the 2023 Australian shows list as shown here: <https://operationouchlive.com/>. Popular venues are subject to availability at the time of the draw and may be excluded.

The total prize pool is valued up to \$3,634.40 RRP.

5.2 Prize will be subject to availability at the time of the draw and sent by the Promoter via email. Ticket prices vary between regional venues and capital venues. The Promoter bears no responsibility on the variation of these prices as they are based on the winner's preferred venue.

**5.3 Travel costs are not included in the promotion and the responsibility falls on the winners to finance.** By accepting the prize, winners are required to make their own travel arrangements to attend the venue they have nominated.

5.4 Prize is not transferable and has no cash value. Prize is valued in Australian dollars AUD.

5.5 The Promoter (Lovatts Media) reserves the right, at any time, to withhold the product if the subscriber fails to meet with these Terms and Conditions. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's decision is final, and no correspondence will be entered into.

5.6 Prize prices are correct at time of printing/submission; no responsibility is accepted for any variation in the value of any prize on offer.

5.7 In the event that for any reason whatsoever a winner does not take the prize at the time stipulated by the Promoter, then the winner will forfeit the product and cash will not be awarded in lieu of the product. In this instance due to redemption period of the prize a redraw will take place on Thursday the 8<sup>th</sup> of December 2022 at 12:00pm (AEDT). Winners will be notified via phone and email on the day of the draw. Once all winners have been confirmed and accepted their prize, their details will be published on [www.lovattsmagazines.com](http://www.lovattsmagazines.com) as well as be announced on Operation Ouch Magazine Australia's Facebook Page.

5.8 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, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia and New Zealand ("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.

5.9 If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any subscriber; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Promotion, as appropriate.

## 6. NO LIABILITY

6.1 The Promoters shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law. Neither are the Promoters responsible for any incorrect or inaccurate information, either caused by the entrant or for any of the equipment or programming associated with, or utilised in this offer, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition, including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite failure, theft or destruction or unauthorised access to, or alteration of, entries, and reserves the right to take any action that may be available.

6.2 If for any reason, this offer is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the reasonable control of the Promoters, which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion, the Promoters reserve the right, in its sole discretion, to disqualify any individual who tampers with the entry process, take any action that may be available and to cancel, terminate, modify or suspend the competition subject to any written directions given under State Legislation.

6.3 Except for any liability that cannot be excluded by law, the Promoters (including its officers, employees and agents) excludes all liability (including negligence) for any personal injury or loss or damage (including loss of opportunity) whether direct, indirect, special or consequential, arising in any way out of the promotion, including but not limited to, where arising out of the following:

- 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 receipt by the Promoters) due to any reason beyond the reasonable control of the Promoters.
- d) any variation in prize value to that stated in these conditions of entry;
- e) any tax liability incurred by a winner or entrant;
- f) the broadcast of any program relating to the competition or the publication of any material, including statements made by any compere, staff member, journalist, other entrants or any other person; and/or
- g) participation in the offer.

6.4 Once prizes have left the Promoters' premises, the Promoters and their associated agencies take no responsibility for prizes damaged, delayed or lost in transit.

6.5 The Promoters reserve the right, in their sole discretion, to disqualify any individual who the Promoters have reason to believe has breached any of these conditions or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoters' legal rights to recover damages or other compensation from such an offender are reserved.

## **7. PRIVACY CONSENT**

7.1 To provide you with this promotion, the Promoters need to collect personal information about you. If you do not provide the information requested, the Promoters may not be able to provide you with the offer.

7.2 Subscription details remain the property of the Promoters, and their related entities and are collecting the entrant's personal information for the purpose of conducting and promoting this offer. The entrant may request access to his or her personal information by writing to Lovatts Media Marketing and Communications Manager at Lovatts Media, 100-102 The Esplanade, Terrigal NSW 2260.

7.3 As per the provisions of the New Zealand Privacy Act, all personal details of New Zealand entrants will be stored at the office of the Promoter. A request to access, update and correct any information should be directed to that office.

## **8. PROMOTER'S DETAILS**

8.1 The Promoters are Lovatts Media Pty Ltd (ABN 99 003 314 681) 100-102 The Esplanade, Terrigal NSW 2260.

8.2 Authorised under permit number; ACT TP 22/01709.