

Terms & Conditions

Teen Breathe Mindful Month 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 *Teen Breathe 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.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 stepchild (whether by natural or by adoption), parent, stepparent, grandparent, step grandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother, stepsister or first cousin.

3. HOW TO ENTER

3.1 The promotion period begins on Sunday the 1st of October 2023 at 9:00am (AEDT) and concludes on Sunday the 31st of October 2023 at 11:59pm (AEDT) ("Competition Period"). Entrants are required to subscribe to *Teen Breathe Magazine* within the Competition Period.

3.2 One prize pack will be drawn once a week on Monday the 9th of October at 2:00pm (AEDT), on Monday 16th October at 2:00pm (AEDT), on Monday 23rd of October at 2:00pm (AEDT) and on Wednesday the 1st of November at 2:00pm (AEDT) at the Lovatts Media offices, 100-102 The Esplanade, Terrigal NSW 2260.

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, a 12-month print subscription, a gift subscription or renew their current subscription of *Teen Breathe Magazine*.

A subscription purchase can be made over the phone directly with Lovatts Media's customer service team or via either of the following websites: LovattsMagazines.com.au, LovattsMagazines.co.nz, LovattsPuzzles.com, Isubscribe.com.au or MagShop.com.au.

4.2 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 1 x winner is drawn weekly for four weeks during the promotional period and is set to receive a Mindful Month Prize Pack including the following products:

- 1 x Plendi – Outback Mud Mask Twin Pack RRP \$116.
- 1 x Frixion – Pens Pack RRP \$105.60.
- 1 x Allen & Unwin – 4 Book Pack for teens RRP \$90.00.
- 1 x Hey Luna – E-gift Voucher RRP \$100.
- 1 x Journey of Something – Pack of 2 Paint by Numbers RRP \$78.00.
- 1 x Inka Arthouse A3 Framed Flower Market Art Print RRP \$160.00.
- 1 x Tesalate – 1 x Kid's Towel RRP \$49.99.
- 1 x Bespoke Letterpress Pool Girls 1000 Pieces Puzzle RRP \$49.95.
- 1 x Worthy Water Bottle and Tote Pack RRP \$50.00.

Prize Packs are each valued at RRP \$799.49. The total prize pool is valued at RRP \$3,197.96.

5.2 Prize will be subject to availability at the time of the draw and sent by the Promoter.

5.3 Prize is not transferable and has no cash value. Prize is valued in Australian dollars AUD, with the RRP's as of Tuesday the 12th of September 2023.

5.4 The Promoter (Lovatts Media) reserves the right, at any time, to withhold the product if the subscriber fails to meet 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.

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

5.6 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. A redraw will take place on Monday the 6th of November at 2:00pm (AEDT), on Monday 13th November at 2:00pm (AEDT), on Monday 20th of November at 2:00pm (AEDT) and on Wednesday the 29th of November at 2:00pm (AEDT) at the Lovatts Media offices, 100-102 The Esplanade, Terrigal NSW 2260.

5.7 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.

5.8 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 23/01943.