

Terms & Conditions: ONYA Reusable Bulk Food Storage Bag Subscription Offer

1. Information on how to redeem this offer forms a part of the offer Terms and Conditions. Subscription and payment is deemed as acceptance of these Terms and Conditions.
2. Entry is only open to residents of Australia and New Zealand, who purchase a subscription to Breathe Magazine Australia during the entire Promotional Period. Entrants under the age of 18 years must have prior parental or legal guardian consent to enter. Employees (and immediate families) of Lovatts Media and agencies associated with this Promotion are ineligible to enter.
3. The offer commences 12:01pm (AEDT) 13 November 2018 and closes 11:59am (AEDT) 15 January 2019 or until stock runs out. The offers will be fulfilled from the Lovatts Media offices, 100-102 Terrigal Esplanade, Terrigal Beach NSW 2260.
4. To receive the offer individuals must, during the Promotional Period, purchase a 1-year print subscription or a 2-year print subscription to Breathe Magazine Australia. Digital only subscriptions will not be valid for entry into the promotion. 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.
6. The offer will be available to the first 300 subscribers from the offer commencement time and is only available until stocks last.
7. The first 300 valid subscriptions will receive: 1 x ONYA Small Reusable Bulk Food Storage Bag in aqua or charcoal.
8. The Promoter (Lovatts Media) reserves the right, at any time, to withhold the product if 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.
9. The subscriber will receive the product within 6- 8 weeks of subscription order being placed. The subscriber will be able to nominate the address they would like the product to be delivered to (in the case of the subscription being a gift to a family or friend). Once an address is nominated for the product to be dispatched to, the promoter is unable to change the address and it is the recipient's responsibility to forward the product onto the desired recipient.
10. Product are correct at time of printing/submission; no responsibility is accepted for any variation in the value of any product.
11. In the event that for any reason whatsoever a winner does not take the product at the time stipulated by the Promoter, then the subscriber will forfeit the product and cash will not be awarded in lieu of the product.
12. 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.

13. 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.

15. NO LIABILITY

15.1 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.

15.2 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.

15.3 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 on 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.

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

15.5 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.

16. PRIVACY CONSENT

16.1 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.

16.2 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 Breathe Magazine Marketing and Communications Manager at Lovatts Media, 100-102 Terrigal Esplande, Terrigal Beach NSW 2260.

16.3 . 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.

17. PROMOTER'S DETAILS

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

17.2 This offer that requires purchase of a Breathe Magazine Australia yearly or 2 yearly subscription to redeem.

17.3 Authorised under Permit Number NSW: LTPM/18/03694 and ACT: TP 18/02060