

## Terms & Conditions: Lovatts Magazines Bannisters by the Sea Subscribe to Win Competition

### Game of chance promotion

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, Nourish Plant Based Living or Audrey Daybook during the entire Promotional Period. To be entered subscriptions must be purchased directly with Lovatts Media, third party subscription websites will not be eligible. Entrants and guests must be 18 years or over. Entrant and their guest must be available to travel mid-week between the months of August, September or October 2019. Employees (and immediate families) of Lovatts Media and agencies associated with this Promotion are ineligible to enter.

3. The competition opens 12:01pm (AEST) Monday 15 April 2019 and closes 11:59am (AEST) Friday 26 July 2019. Competition will open and close with each magazine's subscription deadlines as per the below schedule. Entrants required to subscribe to the title within it's open and close times to be in the draw.

MAGAZINE TITLE	ISSUE NUMBER	COMPETITION OPENS	COMPETITION CLOSES
NOURISH VFL	V7N4	26/04/2019 12:01 AEST	11/06/2019 11:59 AEST
AUDREY	011	15/04/2019 12:01 AEST	17/06/2019 11:59 AEST
BREATHE	015	14/05/2019 12:01 AEST	16/07/2019 11:59 AEST
NOURISH VFL	V7N5	11/06/2019 12:01 AEST	26/07/2019 11:59 AEST

Prize will be drawn 10:00 (AEST) Tuesday 30 July 2019 at the Lovatts Media offices, 100-102 The Esplanade, Terrigal NSW 2260.

Winner will be notified via phone or email by Wednesday 31 July 2019 and published on [www.nourishmagazine.com.au](http://www.nourishmagazine.com.au), [www.breathemagazine.com.au](http://www.breathemagazine.com.au), [www.audreydaybook.com](http://www.audreydaybook.com)

4. To be entered into the draw individuals must, during the Promotional Period, purchase either a 6 month print subscription (if offered), a 1-year print subscription a 2-year print subscription to one of the following magazine titles Breathe Magazine Australia, Audrey Daybook or Nourish Plant Based Living. 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.

7. 1 x major prize winner will receive:

**A specialty 3-night package at Bannisters by the Sea, Mollymook for two people.**

- 3-nights accommodation in the Luxury Suite for two

- 2 x Cocktails at the Pool Bar (ID may be required)
- 1 x 60-minute Relaxation Massage
- \$1,000 VISA gift card to use for expenses (petrol & any travel expenses to and from Bannisters by the Sea etc)
- 2 x return economy flights from nearest capital city to the value of \$1,000AUD if the winner and guest live outside of NSW, Australia.

Total prize value = \$4, 765 AUD

**All Bannister by the Sea booking policies, guest policies and general terms & conditions apply. Winner maybe required to hand over a credit card for security purposes during their stay.**

**2 x return economy flights from your nearest capital city to Sydney Airport. Valued up to \$1,000 AUD maximum. Please note flights are based on availability and prize must be redeemed during the months of August, September, October between Sun-Thurs. Black out dates include public holidays and school holidays.**

7.1 Time of redemption strictly Sunday to Thursday availability through the months of August, September or October 2019. Black-out dates apply. Travel may be subject to cost & times of flights.

7.2 Bookings should be made at least 2 weeks in advance. Valid for 3 months from prize draw. Some block out dates apply.

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

7.4 Minimum age for guests is 18 years old from time of draw.

7.5 Prize is subject to availability. May not be combined with any other voucher or offer.

7.6 Flights are nontransferable and non-redeemable for cash, once travel dates are agreed upon these cannot be changed.

7.7 The promoter does not and will not offer travel insurance to the winner or guest. The promoter highly recommends the winner purchase travel insurance prior to taking the prize.

7.8 It is the responsibility of the winner and their guest to have a valid passport to travel.

7.9 Transfers from winners and guests residence to the nearest capital city airport is at the winner and guests own cost.

7.10 No additional spending money or hotel credits are apart of this prize. Any additional spending including but not limited to extra meals, additional spa treatments, services, mini bar or beverage consumption, entertainment or technology costs is at the winner and their guests cost.

7.11 All Bannisters by the Sea booking policies, guest policies and general terms and conditions apply.

7.12 It is the winner's responsibility to secure transport from Sydney Airport to Bannisters by the Sea, Mollymook and return to meet designated flight times.

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

10. In the event that for any reason whatsoever a winner does not take the prize 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. In this instance a redraw will take place Tuesday 27 August 10:00am AEST, winner will be notified by phone or email and published online.

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 Lovatts Media Marketing and Communications Manager at Lovatts Media, 100-102 The Esplanade, Terrigal 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 The Esplanade, Terrigal NSW 2260.

17.2 Authorised under permit numbers NSW: LTPS/19/32989 and ACT: 19/02945.