

**FOXTEL BUSINESS: 'RETURN TO GLORY' COMPETITION  
TERMS & CONDITIONS**

**DEFINITIONS**

1. The following definitions apply to these Terms and Conditions:
  - a) "Closing Date" means 23:59hrs on Wednesday 23 November 2011.
  - b) "Commencement Date" means 00:01hrs on Wednesday 16 November 2011.
  - c) "Determination Date" means 12:00hrs on Thursday 24 November 2011.
  - d) "Entrant" means a person who enters the Promotion.
  - e) "FOXTEL" means FOXTEL Management Pty Ltd, ABN 65 068 671 938, of 5 Thomas Holt Drive, North Ryde, NSW, 2113.
  - f) "Prize" means the prize offered in the Promotion.
  - g) "Promoter" means MAIN EVENT Television Pty Ltd ("**MAIN EVENT**") ABN 58 083 297 634, of 5 Thomas Holt Drive, North Ryde, NSW, 2113.
  - h) "Promotion" means this competition.
  - i) "Promotion Email" means the promotional email that will be sent to all FOXTEL Business subscribers in WA advertising this Promotion.
  - j) "Promotion Period" means the period between the Commencement Date and the Closing Date.
  - k) "Relevant Parties" means the Promoter and the agencies and companies that are associated with the Promoter or the Promotion.
  - l) "Supplier" means the supplier of the Prize.
  - m) "Winner" means the Entrant who wins the Prize, including in the Unclaimed Prize Determination.
  - n) "Unclaimed Prize Determination" has the meaning set out in Condition 25.
  - o) "Unclaimed Prize Determination Date" means Monday 28 November 2011.
2. All times and dates are times and dates in Sydney, which may be AEST or AEDT depending on the date. All times are stated using the 24-hour clock. 00:00hrs is the start of a day and 24:00hrs is the end of a day.

**PARTICIPATION**

3. The Promotion is conducted by the Promoter.
4. The Promotion is a game of skill, and chance plays no part in determining the Winner.
5. Entry to the Promotion constitutes acceptance of these Terms and Conditions. By entering the Promotion, Entrants accept and acknowledge full responsibility for their decision to participate in the Promotion and to take the Prize if they are the Winner.
6. All entry instructions and prize information published by the Promoter form part of these Terms and Conditions.
7. This Promotion will be advertised in the Promotion Email.
8. An Entrant is eligible to win the Prize if they:
  - a) are a permanent resident of Western Australia ("**WA**"); and
  - b) are a FOXTEL Business subscriber in WA, or are an employee of a business with a FOXTEL Business subscription in WA, and have the subscriber's permission to enter the Promotion, and the subscription account is not in arrears from the Commencement Date until the Unclaimed Prize Determination Date; and

c) are over the age of 18;

and are not:

- d) employees of:
  - i. the Promoter, FOXTEL, AUSTAR, Optus, or Telstra;
  - ii. the Supplier;
  - iii. any corporations or agencies related to the entities in paragraphs (i) and (ii) above; or
  - iv. any of the Relevant Parties; or
- e) a spouse, de facto spouse, parent, child or sibling (whether natural or by marriage or adoption) of a person who is an employee of any of the entities listed in paragraph (d) above.

9. Entry to the Promotion commences on the Commencement Date and closes on the Closing Date.

### **ENTRY**

10. To enter the Promotion, an Entrant must, during the Promotion Period:

- a) order the LIVE viewing of the 'Danny Green vs Krzysztof Wlodarczyk' fight scheduled to take place on 30 November 2011 on MAIN EVENT, by 17:00hrs on 23 November 2011 (the "**Fight**"); and
- b) send an email to [returntoglory@foxtel.com.au](mailto:returntoglory@foxtel.com.au) with "Return to Glory Competition" inserted in the subject line; and
- c) provide their full name, address, contact phone number and the name of the subscribing business in the body of the email; and
- d) answer the following question, in 25 words or less:

*"Who do you believe is Australia's best pound for pound boxer and why?"*  
(the "**Entry Question**").

11. An Entrant's entry must not be:

- a) late;
- b) delayed;
- c) incomplete;
- d) incomprehensible;
- e) unlawful;
- f) obscene;
- g) defamatory;
- h) libellous;
- i) threatening;
- j) pornographic;
- k) harassing;
- l) hateful;
- m) racially or ethnically offensive;
- n) capable of encouraging conduct that would be considered a criminal offence;
- o) capable of violating any law; and/or
- p) capable of giving rise to civil liability.

12. Entry to the Promotion is limited to 1 entry per Entrant.

13. Entrants must ensure that their entries are received by the Promoter during the Promotion Period. All entries are deemed to be received at the time of receipt by the Promoter, not the time of transmission by the Entrant. The Promoter takes no

responsibility for late, lost or misdirected entries or for any delays or failures in any telecommunications services or equipment.

14. Entry via email is free. However, any costs associated with accessing the internet are the responsibility of the person seeking access and are dependent on the internet service provider used.
15. Entrants must make their email entries manually using an internet browser. The Promoter may reject an entry if it reasonably forms the opinion that the entry has been made using automated entry means or by use of a computer entry service.
16. Should an Entrant's contact details change at any time between the date on which they enter the Promotion and the Unclaimed Prize Determination Date, that Entrant must notify the Promoter of their correct contact details immediately.
17. All entries to the Promotion may be subject to verification by the Promoter. An Entrant must, within 7 days of being asked, at the Promoter's cost:
  - a) hand over to the Promoter any receipt (if applicable) issued at the point of entering; and
  - b) allow the Promoter to inspect and copy any other documents the Promoter may request establishing eligibility to enter the Promotion, including but not limited to evidence of age, residence and/or identity.
18. The Promoter may decide in its sole discretion which documents are considered suitable for establishing eligibility to enter or win. In the event that the Winner cannot provide suitable proof of eligibility, they will forfeit the Prize in whole and no substitute or compensation will be offered.
19. Any entry that is made on behalf of an Entrant by a third party, or otherwise by proxy, will be invalid.
20. The Promoter may, at its absolute discretion, declare any or all entries made by an Entrant to be invalid if the Entrant:
  - a) fails to establish their entitlement to win the Promotion to the Promoter's satisfaction; or
  - b) fails to produce items as required by Condition 17 or produces items that appear to be illegible, stolen, forged, reconstructed, altered, incomplete or tampered with in any way; or
  - c) appears, to the Promoter, to have tampered with, or benefited from tampering with, the entry process; or
  - d) has submitted an entry that is not in accordance with these Terms and Conditions.

## **WINNERS**

21. There will be 1 Winner determined from all entries received during the Promotion Period. The Winner will receive the Prize.
22. The Winner will be determined on the Determination Date by the Promoter at 5 Thomas Holt Drive, North Ryde, NSW, 2113. The Winner will be the Entrant who, in the sole opinion of the judges, has most creatively answered the Entry Question.
23. The Promoter's decisions are final and no correspondence will be entered into.
24. The Winner will be notified by telephone and email within 24 hours of the Determination Date.

25. All reasonable attempts will be made to contact the Winner. Subject, where relevant, to any directions given under the legislation regulating the Promotion, if the Prize is:
- a) not claimed by the Winner by 09:00hrs on the Unclaimed Prize Determination Date; or
  - b) forfeited for any reason,
- the Prize will be awarded to another Entrant in an unclaimed prize determination (the “**Unclaimed Prize Determination**”), which will take place at 10:00hrs on the Unclaimed Prize Determination Date and will be conducted by the Promoter at 5 Thomas Holt Drive, North Ryde, NSW, 2113. The Winner of the Unclaimed Prize Determination will be notified by telephone and email within 24 hours of the Unclaimed Prize Determination Date.

## **PRIZES**

26. The Prize consists of the following:
- 2 x tickets to the WBC Cruiser Weight World Title, ‘Danny Green vs Krzysztof Wlodarczyk’ fight (the “**Event**”) on Wednesday 30 November 2011 at 16:00hrs at Challenge Stadium, WA, valued at a maximum of \$300.00; and
  - 1 x night’s accommodation at the Pan Pacific Hotel in Perth in 1 x Pacific Club King Room (the “**Hotel**”) on Wednesday 30 November, including complimentary afternoon drinks and canapés prior to the Fight and breakfast for the Winner and a guest, valued at a maximum of \$800.00.

### **THE TOTAL PRIZE POOL FOR THIS PROMOTION IS VALUED AT A MAXIMUM OF \$1100.00**

27. All Prize values are correct as at 9 November 2011 and are reflective of the recommended retail price and are in Australian dollars. The Promoter takes no responsibility for any variations in the Prize values.
28. Subscribers will incur costs as a result of ordering the Fight on MAIN EVENT. The Fight will cost \$49.95 including GST and will be billed to the subscriber’s FOXTEL Business account. Entrants must seek permission from the account holder prior to ordering the Fight.
29. The Winner’s guest must be over 18 years of age.
30. If the Prize (or any part of the Prize, if applicable) is unavailable for any reason, the Promoter will, in its absolute discretion, substitute alternative goods or services of no lesser retail value and/or specification, subject to the approval of the authorities that have issued permits for the conduct of the Promotion. The Promoter accepts no other liability or responsibility for any loss incurred by the Winner or any other party if the Prize (or any part of the Prize, if applicable) is unavailable for any reason.
31. The variety and volume of complimentary drinks and canapés that will be provided to the Winner and their guest prior to the Event will be determined by the Hotel in its sole discretion.
32. The Prize cannot be refunded or exchanged and, except as expressly permitted by these Terms and Conditions, cannot be taken as a monetary payment.
33. The Prize may be transferred at the Promoter’s sole discretion. In the event that the Promoter exercises its discretion to allow the Winner to transfer the Prize, the transfer will be on the condition that the transferee accepts all terms and conditions set out in these Terms and Conditions and the Promoter may require such acceptance in writing at its absolute discretion.

34. The Promoter reserves the right to refuse to allow the Winner and/or their guest to take part in any or all aspects of the Prize, if the Promoter determines, in its absolute discretion, that the Winner and/or their guest is not in the mental or physical condition necessary to be able to safely participate in the Prize.
35. The Winner and their guest are responsible for arranging transport between; their place of residence and the Hotel, and the Hotel and the Event.
36. The Winner is advised that tax implications may arise from them winning the Prize and they should seek independent financial advice prior to accepting the Prize.
37. Once the Prize has left the Promoter's/Supplier's premises, the Promoter and the Relevant Parties will not be responsible for any delay in delivery or loss or damage to the Prize.
38. If the Determination Date or Unclaimed Prize Determination Date is a public holiday, the determination will be conducted on the following business day.
39. The Prize will be awarded to the person named in the winning entry.
40. Unless expressly stated, all costs and expenses associated with taking the Prize become the responsibility of the Winner, including:
  - a) additional taxes;
  - b) costs associated with inoculations, passports and/or visa applications;
  - c) transfers;
  - d) travel insurance;
  - e) spending money;
  - f) meals;
  - g) transport to/from an airport departure or return point;
  - h) any extra sightseeing or activities; and
  - i) all other incidental and ancillary costs incurred by the Winner and/or their guest as a direct or indirect result of taking the Prize.
41. All aspects of the Prize must be taken together as a package. The Prize must be taken on Wednesday 30 November 2011. In the event that for any reason whatsoever the Winner does not take the Prize or an element of the Prize at the time stipulated by the Promoter, the Prize or that element of the Prize will be forfeited by the Winner.
42. If for any reason whatsoever the Event is abandoned, called off, varied or postponed for any reason, the Winner and their guest will forfeit the Event element of the Prize and no compensation or substitute for that element of the prize will be offered by the Promoter.
43. The Prize cannot be used in conjunction with any other discounts or special offers.
44. A credit card imprint or cash deposit may be required from the Winner and/or their guest at check-in to the Hotel, for all incidental charges. The Winner and their guest are also required to provide photo identification at check-in to the Hotel.
45. The Promoter makes no representation as to the safety conditions or any other conditions that may exist at any destination.
46. Where the Prize includes alcohol, the Promoter encourages the Winner and their guest to enjoy alcohol responsibly. Alcohol will only be available where the Winner and their guest are over 18 years of age. Legal aged consumers of

alcohol are advised to consider the safe drinking levels recommended in the National Health and Medical Research Council Australian Alcohol Guidelines. A full version of the Guidelines is available at <http://www.alcoholguidelines.gov.au/>.

47. Unless expressly stated all other costs and expenses associated with taking the Prize become the responsibility of the Winner.

## **GENERAL**

48. The Promoter reserves the right to take any action necessary in its sole discretion at any time, subject to any direction given under State permit regulations.
49. To the full extent permitted by the law, the Relevant Parties will not be liable for any loss, damage, claim, cost, expense or personal injury suffered or sustained (including, but not limited to, that caused by any person's negligence) by any Entrant in connection with the Promotion or the Prize, including:
- a) any indirect, economic or consequential loss or loss of profits;
  - b) any loss arising from the negligence of a Relevant Party; and
  - c) any liability for personal injury or death.
50. If, for any reason, the Promotion is not capable of running as planned, including, without limitation, due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures, or any other causes beyond the control of the Promoter that corrupt or affect the administration, security, fairness or integrity, or proper conduct of the Promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process or take any other action, including to cancel, terminate, modify, or suspend the Promotion subject to any direction given under the relevant State/Territory permit regulations.
51. The Winner acknowledges that the Prize may be subject to additional terms and conditions imposed by third parties. The Winner must become acquainted with any such additional terms and conditions prior to taking the Prize. The Promoter does not accept any responsibility and is not liable for any additional conditions imposed on the taking of the Prize, or for the breach of those conditions by any person.
52. Except for any liability which cannot be excluded by law, the Promoter is not responsible for:
- a) any problems or technical malfunction with any telephone network or lines, computer online systems, servers or providers, computer equipment, or software, or any technical problems or traffic congestion on any computer system or at any website, or any combination thereof, including (but not limited to) any injury or damage to participants or any other person's property related to or resulting from participation in the Promotion;
  - b) any incorrect or inaccurate information, caused either by users, by any of the equipment or programming associated with or used in connection with the Promotion, or by any technical error that may occur in the course of the Promotion; or
  - c) any error; omission; interruption; deletion; defect; delay in operation or transmission; communications line failure; theft; or

destruction or unauthorised access to, or alteration of, entries or Entrants' details.

53. Any attempt to cause damage to any website or the information on any website associated with this Promotion or to otherwise undermine the fair and legitimate operation of this Promotion may be a violation of criminal and civil laws. The Promoter reserves the right to seek damages in the fullest extent permitted by law in the event that any such attempt is made, whether or not that attempt results in any such damage, interference or undermining.
54. These Terms and Conditions are governed by the laws of New South Wales.
55. These rules are Terms and Conditions and constitute the entire terms and conditions between the Entrant and the Promoter with respect to the Promotion and cannot be altered, modified, or amended.
56. All entries become the property of the Promoter.

### **PRIVACY**

57. Your privacy is important to us. The Promoter is bound by the National Privacy Principles in the *Privacy Act 1988*. Entrants' personal information will be collected by or on behalf of the Promoter to enable it to administer the Promotion, publicise its Winner, and send Entrants marketing information where Entrants have consented. Entrants' personal information may be disclosed to marketing and communications agencies, Prize suppliers and Prize deliverers in order to conduct this Promotion. Personal information about Entrants may also be disclosed to the authorities responsible for the regulation of gaming and lotteries. The Winner's name will be published and retained as required by relevant legislation and as specified in these Terms and Conditions. Entrants can contact the Promoter by mail at PO Box 612, Moonee Ponds, Victoria, 3039 or by telephone on 131999 to request access to, or corrections of, any of the personal information that the Promoter holds about them. Entrants can access a copy of the Promoter's Privacy Policy at <http://www.foxtel.com.au/privacystatement.htm>.