



**“Yahoo7 Digital Stars 2016” Competition
Terms and Conditions**

By entering the “Yahoo7 Digital Stars” competition (the “**Competition**”), you are agreeing to the following terms and conditions:

1. STANDARD TERMS

1.1 Information on how to enter forms part of the terms of entry.

2. WHO CAN ENTER?

2.1 Subject to clause 2.2, entry is open to all residents of Australia or New Zealand who:

- (a) Are over the age of 18;
- (b) Currently work in an Australian or New Zealand media agency in a digital role; and
- (c) Have no more than five (5) years experience in the media industry.

2.2 Directors, management, employees and their immediate families of Yahoo7 Pty Limited (the “**Promoter**”), and their associated agencies and companies are not eligible to enter.

3. HOW TO ENTER

3.1 The Competition commences on Monday, 4 April 2016 at 09:00 (AEST) and concludes on Monday, 25 April 2016 at 17:00 (AEST) (the “**Competition Period**”).

3.2 In order to enter, users must log-on to www.yahoo7.com.au/digitalstars and:

- (a) Register their Digital Star nominee’s details including the full name of their nominee, their daytime telephone number, email address, current employer, role title and total number of years experience in the media industry;
- (b) If the user is submitting a peer-nomination, they must also submit their own details including their full name, daytime telephone number, email address, current employer and their relationship to the nominee; and
- (c) Answer the following question in 150 words or less:

“Why is the nominee a Digital Star of the future?”

3.3 The entry must be:

- a) the original, independent creation of the entrant that has not previously been published in any form in any country in the world; and
- b) free from any claims, including copyright or trademark claims by other parties.

3.4 Entries that are found to have been derived from another person’s work in any country in the world will be considered invalid and, if awarded a prize, that prize must be returned to the Promoter. The Winners may be required to sign a statutory declaration regarding the originality of the entry. The Promoter reserves the right to disqualify any entry it believes breaches any of these conditions.

3.5 Entrants in the Competition may only enter once.

3.6 The time of entry will be the time at which the completed online entry form is received by the Competition’s online database. Entrants will be presented with a confirmation page once the completed email entry is submitted by the entrant. Entries received outside of the Competition Period will be deemed invalid and ineligible to enter the Competition.

3.7 Entry details and any intellectual property subsisting in the entries become and remain the property of the Promoter and will not be returned to the entrant.

3.8 The Promoter reserves the right in its sole discretion to reject bulk entries which it considers to have been generated using software to generate multiple entries.

4. PRIZES

4.1 There will be (9) winners of the Competition (the “Winners”).

4.2 Prize consists of the following:-

If the Winner resides within a 200 km radius of Sydney city, the Prize consists of:

PRIZE	DESCRIPTION	RRP(max value)
Prize	One (1) x ticket to Mumbrella360 conference at The Hilton Hotel Sydney on Wednesday, 8 June and Thursday 9 June 2016. Including Mumbrella360 networking events on both nights.	\$AUD 1,799
	A Visa gift card to the value of \$AUD 100 <i>The gift card will expire 6 months from date of issue. Date of issue will be around the date of Competition judging (see cl 5.1 below).</i>	\$AUD 100
	Mentorship with Nic Christensen, Media and Technology Editor at Mumbrella, on the topic of “What makes a great opinion piece”.	N/A
	Total value	\$AUD 1,899 (including GST)

If the Winner resides outside a 200 km radius of Sydney city, the Prize consists of:

PRIZE	DESCRIPTION	RRP (max value)
Prize	One (1) x ticket to Mumbrella360 conference at The Hilton Hotel Sydney on Wednesday, 8 June and Thursday 9 June 2016. Including Mumbrella360 networking events on both nights.	\$AUD 1,799
	A Visa gift card to the value of \$AUD 100 <i>The gift card will expire 6 months from date of issue. Date of issue will be around the date of Competition judging (see cl 5.1 below).</i>	\$AUD 100
	Three (3) nights' accommodation for one (1) adult in Sydney	\$AUD 1,050
	Return economy airfares for the Winner from their nearest capital city to Sydney <i>Flights to Sydney will depart on 7 June 2016 and flights leaving Sydney will depart on 10 June 2016, unless dates are changed by the Promoter.</i>	\$AUD 680
	Mentorship with Nic Christensen, Media and Technology Editor at Mumbrella, on the topic of “What makes a great opinion piece”.	N/A
	Total value	\$AUD 3,629 (including GST)

Total Prize value is A MAXIMUM OF \$32, 661 (including GST) assuming that each Winner resides outside a 200 km radius of Sydney city. Prize values are based upon the recommended retail prices and are correct as of 23 March 2016. The Prize value may vary depending on point of departure and dates of travel. The Promoter accepts no responsibility for any change in Prize value between now and the ultimate travel date.

- 4.3 Unless expressly stated in these Terms and Conditions all other expenses associated with redeeming the Prize become the responsibility of the Winners. The Winners are responsible for all expenses other than that specified, including but not limited to spending money, transfers, meals, drinks, incidentals, mini-bar, laundry, room service, telephone calls, activities, insurance, taxes (including departure taxes), energy surcharges, gratuities, services charges, passports, travel insurance, excess baggage and all other ancillary costs. Travel insurance is the responsibility of the Winners. The Promoter is not liable for any costs incurred if the Winners travel without insurance. A credit card imprint or cash deposit may be required from the Winners at check-in to the hotel, for all incidental charges.
- 4.4 Obtaining all travel documents such as identification etc that are required for travel to destinations forming part of the Prize is the responsibility of the Winners.
- 4.5 Where a Winner does not reside within a 200 km radius of Sydney city, flights to Sydney leave from the Winner's nearest capital city. Travel arrangements to and from the Winner's nearest capital city airport do not form part of the prize and are the responsibility of the Winners.
- 4.6 The Prize is only valid for redemption on the dates set out in clause 4.2, unless dates are changed by the Promoter. The Prize is valid until Friday, 10 June 2016. Flights and accommodation are subject to availability at the time of booking, are non-transferable and cannot be exchanged for other destinations. Embargo restrictions apply during certain periods.
- 4.7 The Winners must be able to travel within the travel period specified in clause 4.6.
- 4.8 The accommodation type offered for each Prize is specified in clause 4.2 and must be taken in consecutive nights' stay. Where the accommodation type has not been specified, it will be provided as a twin share standard room.
- 4.9 In participating in the Prizes, the Winners agree to participate and co-operate as required in all editorial activities relating to the Competition, including but not limited to being interviewed and photographed. The Winners agree to grant the Promoter a perpetual and non-exclusive licence (including the right to sub-licence) to use their name and such footage and photographs in all media worldwide and the Winners will not be entitled to any fee for such use.
- 4.10 The Winners agree they will not sell or otherwise provide their story and/or photographs to any media or other organisation.
- 4.11 Prizes are not transferable and cannot be redeemed for cash. The Winners should seek independent financial advice about any tax implications that may arise from the Prize winnings.
- 4.12 In the event that a part of a Prize is no longer available, subject to regulations, the Promoter reserves the right to substitute prizes in its discretion to the same and equal recommended retail value.

5. HOW TO WIN

- 5.1 All entries completed and submitted in accordance these Terms and Conditions will be judged at the Promoter's office at Levels 2 & 3, Pier 8/9, 23 Hickson Road, Millers Point, Sydney on Monday, 2nd May 2016 at 17:00 (AEST). Nine (9) Winners will be selected by a panel of judges appointed by the Promoter. The Winners will be the entrants whose entries fulfil the entry criteria and whose answers are judged to be the most creative and original from all entries received. This is a game of skill. There is no element of chance in the judging of the Competition or determination of the Winners.
- 5.2 The Winners will be notified by a phone call at the conclusion of the judging, and an email advising the Winners of their prize will also be sent using the contact details provided in their entry.

- 5.3 The judges' decision (including any decisions as to prize distribution) is final and the Promoter will not enter into correspondence regarding the result.
- 5.4 The Promoter reserves the right to request that the Winners provide proof of age and/or identity prior to awarding Prizes. Identification considered suitable for the verification is at the sole discretion of the Promoter.
- 5.5 It is a condition of accepting the Prize that the Winners may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
- 5.6 If the Promoter is unable to contact a Winner within one (1) week of the date of judging the Competition, that Winner will forfeit the relevant Prize in its entirety and the Prize shall be awarded to the next runner up in the Competition. The Promoter will not be liable for a Winner who does not respond to the Promoter's email or telephone contact attempts and therefore forfeits their Prize and no correspondence will be entered into.
- 5.7 It is a condition of accepting a Prize that the Winners must comply with all the conditions of use of the Prize and the Prize supplier's requirements. To the extent of any inconsistency with these Terms and Conditions, the terms and conditions of the prize supplier prevail.
- 5.8 The Promoter reserves the right to rejudge the Competition in the event that an entrant, who was initially deemed to be the Winner, is unable to satisfy any of these Terms and Conditions.

6. NO LIABILITY

- 6.1 Any costs associated with entering this Competition or claiming Prizes (such as internet service charges) are the responsibility of the entrant.
- 6.2 Subject to any restrictions in law and subject to clause 6.4, the liability of the Promoter however arising, whether by breach of any condition or warranty implied by statute or of this agreement or of any duty of tort (including negligence) is limited to the total value of the relevant Prizes.
- 6.3 The Promoter and its associated agencies and companies will take no responsibility for prizes damaged or lost in transit, or late, lost or misdirected mail.
- 6.4 The Promoter and its associated agencies and companies will not be liable for any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim suffered or brought by an entrant:
 - a) during the judging;
 - b) whilst undertaking any travel won on or connected with their entry into the Competition;
 - c) as a consequence of the Winners failing to be checked in for their flights, or failing to arrive at the airport, at a time specified by the relevant airline carrier and/or missing any of their flights;
 - d) in their participation in this Competition or in any Prize;
 - e) as a consequence of late, lost or misdirected mail;
 - f) as a result of failure to comply with any of these Terms and Conditions; or
 - g) due to the publication of any material, including any statements made by any staff member, journalist, other entrants or any other person.
- 6.5 The Promoter and its affiliates accept no responsibility for any problems or technical malfunction of any communication network or for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft or destruction or unauthorised access to, or alteration of, entries, and reserves the right to take any action that may be available.

- 6.6 If, for any reason, this Competition is not capable of being conducted as planned, including, but not limited to, due to tampering, unauthorised intervention, fraud, technical failures or for any other reason which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Competition, the Promoter reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process, take any action that may be available or to cancel, terminate, modify or suspend the Competition, subject to state legislation.
- 6.7 In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the Competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the Competition and recommence it from the start on the same conditions.
- 6.8 The Promoter encourages responsible drinking. Legal aged consumers are advised to consider the safe drinking levels recommended in the National Health and Medical Research Council Australian Alcohol Guidelines that are available at www.nhmrc.gov.au/health-topics/alcohol-guidelines.

7. PROMOTER'S DETAILS

- 7.1 The Promoter is Yahoo!7 Pty Limited (ABN 60 089 187 100) of Levels 2&3, Pier 8&9, 23 Hickson Road, Millers Point, NSW 2000.
- 7.2 By entering this Competition, you agree to the Promoter collecting, using and disclosing your personal information for the purpose of conducting and promoting this Competition and the Yahoo7 Digital Stars Program, in accordance with Yahoo7's Privacy Policy which is available at <https://info.yahoo.com/privacy/au/yahoo/> which you acknowledge you have read and agree to. This privacy policy contains important information regarding how the Promoter handles your personal information, including how you can access and/or correct your personal information, make a complaint about the handling of your personal information and the manner in which the Promoter may disclose personal information overseas. Additionally, you agree that the Promoter will share the Winners' personal information with Prize suppliers for the purpose of fulfilling the Prize and you acknowledge that each prize supplier's use of such personal information will be subject to their own privacy policy, not the Promoter's. Entry into the Competition is conditional upon providing requested personal information. If you do not provide personal information when requested, you may not enter the Competition.