

## MISS NEW YEAR'S EVE PROMOTION

### FULL TERMS & CONDITIONS

#### 1. THE PROMOTER

1.1 The Promoter is (jointly and severally where applicable) Net Promotions Pty Ltd (ABN 23 082 901 317) trading as: Net Promotions

"the Promoter"

1.2. Information on how to enter forms part of the terms and conditions of entry. By submitting an entry, all entrants are deemed to have accepted these terms and conditions.

1.3. These terms and conditions can be collected from the website; [www.MissNewYearsEve.com.au](http://www.MissNewYearsEve.com.au).

#### 2. REGISTRATION DATES AND TIMES

2.1 Registrations will open at 1am (AEST) on Thursday 1<sup>st</sup> December, 2011 and will close at 11:59pm (AEST) on Thursday 22nd December, 2011

2.2 The Promoter reserves the right to extend or reduce the Registration Period at its own discretion.

#### 3. ENTRANT RESTRICTIONS

3.1 Entry is available to permanent residents of Australia only, aged 18 years and over.

#### 4. METHOD OF ENTRY

4.1 Participants will automatically be entered into the "Miss New Year's Eve" promotion by visiting the official Miss New Year's Eve website, [www.MissNewYearsEve.com.au](http://www.MissNewYearsEve.com.au), and filling out the official entry form, uploading your photo entries, and reviewing the official contest rules; where photo entries can be viewed by judges and used later for the official MissNYE website/partners web page.

4.2 Finalists will be chosen to partake in an interview selection process with the winner being judged not only on their entry but also suitability for the role of Miss New Year's Eve for 31<sup>st</sup> December 2011.

4.3 Entries may be rejected if the photo is not in the right format, context or quality.

4.4 Participants may enter once only.

4.5 Employees and Directors of Net Promotions and affiliated partners/advertisers, or agencies associated with the promotion, and their immediate families, are ineligible to enter the promotion.

4.6 Inaudible, incomplete or late entries (whichever is applicable) will not be eligible and will be disqualified. The Promoter reserves the right to disqualify any entry which in the opinion of the Promoter includes any content which may be unlawful, profane, inflammatory, defamatory and / or damaging to the goodwill or reputation of the Promoter or its third party partners.

4.7 Any person who is discovered to have used or attempted to use more than one name in entering the Promotion will be disqualified from participating in the Promotion and / or redeeming a prize.

4.8 Unless otherwise stated in these terms and conditions, no person may enter this Promotion more than once and persons may not enter or participate in it on behalf of any third party.

4.9 All entrants acknowledge that the Promoter may rely on clauses 4.7 and 4.8 even after the Promoter has awarded or appeared to have awarded the prize to a person or after a person is announced as the prize winner. The Promoter reserves its rights to require return of the prize or payment of its value to the Promoter if this occurs.

4.10 Should an entrants contact details change during the Promotion Period, it is the entrants responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.

4.11 Should the Promotion require the entrant to submit a photograph and or video, as part of entry into or participation in this Promotion ("Photograph", "Video"):

(a) entrants warrant that they are the person in the photograph / video or have prior approval from the person in the photograph that is submitted as part of the entry;

(b) all entrants acknowledge that their entry may, at the discretion of the Promoter, be posted on the website;

(c) entrants agree that and authorise the Promoter to use, edit and reproduce the Photographs and or video;

(d) the entrant agrees that the Promoter has the right to publish and communicate to the public the Photographs and or video in any media including, but not limited to, online, at all times without restriction or limitation throughout the world (including all promotional purposes);

(e) the entrant acknowledge that the Photographs and or video may be edited by the Promoter at its sole discretion;

(f) the entrant agrees that the Promoter has the right to use the entrants name, likeness or

other information concerning and provided by the entrant in its use of the Photographs and or Video;

(g) the entrant agrees to fully release now and forever the Promoter from and against all actions, suits, claims and demands which they may have against the Promoter arising directly or indirectly in respect of any infringement or violation of any personal and/or property rights of any sort (including without limitation defamation) from the use of the Photographs and or video;

(h) the entrant unconditionally waives all of his/her rights at any time to seek or obtain injunctive relief to prevent or restrict the Promoter's use of the Photographs and or video; and

(i) the entrant warrants that he/she has obtained permission from any other persons featured in the Photographs and or video for the Promoter to use the Photographs and or video.

## 5. JUDGING DETAILS

5.1 During the course of the promotion eligible entries judged to be the most creative and interesting Miss New Year's Eve, will be notified.

These selected entries will be required for an interview at a venue or by phone as advised on any given date between 5pm Monday 12<sup>th</sup> December 2011 and 5pm Saturday 24<sup>th</sup> December 2011.

5.2 If any of the selected participants can not make the interview time as requested when called, then they will forfeit the interview and opportunity to win and another entry will be judged to take their place.

5.3 Out of the selected entries, Net Promotions and their judging panel will judge a minimum of five (5) semi finalists who best show creativity, entertainment and suitability for the chance to be the official "Miss New Year's Eve".

5.4 A minimum of five (5) semi finalists will then be required to have a further interview, yet to be advised sometime between Thursday 22<sup>nd</sup> December 2011 and Wednesday 28<sup>th</sup> December 2011. And at the conclusion of that process, whether before or after the 29<sup>th</sup> December, the winner will be announced.

5.5 The judging panel throughout the promotional period (inclusive but not limited to the "Registration Period") will comprise of representatives from Net Promotions.

5.6 The list of finalists may be subject to change without prior notification and dates may change.

5.7 Police Checks may be conducted on the successful applicant and overall winner. Should the overall winner not pass the Police Check then they will forfeit the prize and another entry will be judged to take their place.

## 6. PRIZE DETAILS

6.1 There is one (1) major prize to become the official "Miss New Year's Eve".

The prize will consist of 1 of each of the following:

Two (2) night's accommodation on 31st December 2011 and 1st January 2012 for two people in a Melbourne hotel. Details TBC.

Dinner or Lunch for 2 on 1<sup>st</sup> or 2<sup>nd</sup> January 2011 (to the value of \$200 and promoters choice on days)

Cash prize of \$250

Other items to be advised.

Attendance for two (2) at NYE event(s) to be specified

Title of Miss New Year's Eve - money can't buy

**Total Minimum recommended Retail Value of Prize – AUD\$3,000.00 plus so many things money can't buy!!**

6.2 All prize values are the recommended retail value as provided by the supplier, are in Australian dollars and are correct at the time of printing. The Promoter takes no responsibility for variations in the prize value.

6.3 As the prize includes tickets to events where alcohol is available to purchase the prize winner and any accompanying guests of the prize winner must be aged 18 years and over. Minors are not permitted to attend the event/s. All prize winners (and guests if applicable) must carry valid photo identification with them at all times during the event/s.

6.4 If alcohol is available as part of the prize at the event, then it will be provided subject to the principles of responsible service of alcohol as exercised by the staff and management of the premises at which the event/s take place. The premises, staff and management reserve the right to refuse service of alcohol to any prize winner (or their accompanying guest if applicable) should they be deemed to be intoxicated.

## 7. PRIZE WINNER AGREEMENT

7.1 The winner will be asked to sign an agreement including (but not limited to);

(a) The winner must ensure that they are available during the entire Term for and participation in the Miss New Year's Eve Appearances, all of which are subject to change by Net Promotions. These may include:

- i) New Year's Eve events on 31<sup>st</sup> December 2011.
- ii) New Year's Day events on 1<sup>st</sup> January 2012
- iii) Other times and locations on a case by case basis.

(b) During the Term, the winner must ensure that they generate free publicity for the Miss New Year's Eve title by using all reasonable endeavours to reasonably promote the Miss New Year's Eve title and NYE generally:

i) During all television appearances, radio interviews and other press interviews in which the winner appears as with Title of Miss New Year's Eve during the Term and in such other interviews where, in the winner's discretion and in accordance with all applicable laws, it would be appropriate to do so.

(c) The winner must make sure during each NYE Appearance they verbally endorse and acknowledge the Miss New Year's Eve title as reasonably directed by Net Promotions.

7.2 The winner must make sure that during the Term:

(a) They are not involved in any conduct or activity which will harm, damage or diminish their reputation or the reputation of Net Promotions or the Miss New Year's Eve title in any way; and

(b) Are not involved in a situation which may, in Net Promotions' reasonable opinion, bring the Promoter into disrepute, contempt, scandal or ridicule.

#### **8. PRIZE CONDITIONS**

8.1 The Promoter does not warrant the merchantability, suitability and or fitness for purpose of any goods and /or services awarded as a prize.

8.2 No other costs will be included and all expenses (including but not limited to, the costs of meals, drinks, personal items, spending money, etc), other than those specifically referred to in item 6 (PRIZE DETAILS), will be at each winner's and (if applicable) their accompanying guest's cost. Accommodation is for Room Charge ONLY unless described otherwise.

8.3 All prizes are subject to availability, non transferable and non exchangeable, must be used on any dates specified in these terms and conditions, by the Promoter and are not redeemable for cash unless cash is specified.

8.4 If a prize winner does not take any element of a prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that prize or any part of it.

8.5 It will be the winner's responsibility to take out all relevant insurance (including but not limited to travel insurance) which may be required or prudent to be taken (at their own cost).

8.6 The Promoter reserves the right to exclude any persons from the promotion on the ground of their medical condition or history, for the safety of the Promoter's staff members or others or for any other reason, for example bringing the Promoter or the Promoter's brand into disrepute.

8.7 The Promoter reserves the right to disqualify the winner if:

a) The winner at ANY STAGE engages in, causes or incites physical violence, (eg; punching, slapping), inappropriate, illegal, unsociable or unsafe behavior: and / or

b) The safety of any of the Promoter's staff members is compromised; and / or

c) They are involved in any conduct or activity which harm, damage or diminish their reputation or the reputation of Net Promotions or the Miss New Year's Eve brand in any way; and / or

d) Are involved in a situation which may, in Net Promotion's reasonable opinion, bring the Promoter or the Miss New Year's Eve into disrepute, contempt, scandal or ridicule.

8.8 The Promoter will not award the prize if the Promotion is terminated for whatever reason.

#### **9. WINNER ANNOUNCEMENT AND PUBLICATION DETAILS**

9.1 The winner will be announced at a location within Melbourne, Victoria yet to be advised on a date to be advise after Monday 26th December, 2011 at 11.59pm (AEST) and before Thursday 29th December, 2011 at 11.59am (AEST).

9.2 If any of the five (5) or more finalists are from outside Victoria then the must make their way to any official launch of the Miss New Year's Eve title.

9.3 Winner will also be published on [www.MissNewYearsEve.com.au](http://www.MissNewYearsEve.com.au)

9.4 Winner will be notified in writing via post and email within 2 days of decision.

#### **10. TAXES**

Any tax payable as a result of a prize being awarded or received will be the responsibility of the winner. Winners should seek independent financial advice prior to accepting a prize if this is a concern.

## **11. PRIZE AVAILABILITY**

11.1 The Promoter will not be responsible or liable if for any reason beyond their reasonable control any element of any prize is not provided. The Promoter may, subject to state regulations, substitute a different prize of equivalent value in place of any prize referred to in these terms and conditions.

11.2 The Promoter will not be responsible for any changes in times or dates, or the cancellations or rescheduling of events that may prevent the prize winner from redeeming the prize or any part of it.

11.3 Where the prize involves attendance or tickets to an event, if any part of the event is cancelled, varied or rescheduled for any reason, then at the Promoter's discretion, the winner will forfeit all rights to attend the relevant event and no cash or alternative tickets will be awarded in lieu of that element of the prize.

## **12. PUBLICITY MATERIALS**

12.1 It is a condition of entry that the Promoter has the right to publicise, broadcast and communicate to the public the names, characters, likeness, or voices of any entrants for any promotion or matter incidental to the Promotion.

12.2 Entrants consent to their entry being available online, and read out on air and / or to their interviews and reporting and other conversations with the Promoter communicated to the public via website, television, print or online (website).

12.3 Entrants may be required by the Promoter to participate in photo, recording, video and or filming sessions (the "publicity materials") and acknowledge that the Promoter has the right to use such publicity materials in any medium (including, without limitation, the internet) and in any reasonable manner it sees fit, unless that person advises the Promoter at the time of entering the Promotion that he/she wishes to retain his/her anonymity.

12.4 Entrants also acknowledge that the publicity materials may be provided to the prize provider for the purposes of promotional display.

## **13. COPYRIGHT**

By entering this Promotion all entrants:

(a) Assign to the Promoter all rights including present and future copyright in their entry and the publicity materials in all media (including, without limitation, the internet) and whether in existence now or created in the future.

(b) Agree not to assert any moral rights in respect of their entry or consequent submissions during the Term and publicity materials (wherever and whenever such rights are recognized) against the Promoter, its assigns, licensees and successors in title; and

(c) Undertake to the Promoter that their entry or subsequent submissions during the Terms is not in breach of any third party intellectual property rights.

## **14. RELEASE AND INDEMNITY**

To the extent permitted by law, all entrants release form, and indemnify the Promoter against all liability, cost, loss or expense arising out of acceptance of any prize(s) or participation in the Promotion including (but not limited to) loss of income, loss of opportunity, personal injury and damage to property, whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise.

## **15. TAMPERING AND OTHER MATTERS**

15.1 If for any reason this promotion is not capable of running as planned as a result of any (including but not limited to) technical failures, unauthorised intervention, computer virus, mobile phone failure, tampering, fraud or any other causes beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter reserves the right (subject to State regulations) to cancel, terminate, modify or suspend the Promotion and/or any draw/s or judging related to the Promotion and/or to disqualify any individual who (whether directly or indirectly) causes the same.

15.2 The Promoter accepts no responsibility for any late, lost or misdirected entries including but not limited to electronic messages not received by the Promoter due to technical disruptions, network congestion or any other reason. The use of any automated entry software or any other mechanical or electronic means that permits any person to enter the Promotion repeatedly is prohibited.

## **16. LEAVE FOR PARTICIPATION**

Obtaining time off work and/or study or related activities to participate in the Promotion and/or a prize will be the sole and absolute responsibility of each contestant.

## **17. TERMINATION OF PROMOTION**

17.1 The Promoter may (subject to State Regulations) vary the terms of, or terminate, this Promotion at any time at its absolute discretion without liability to any contestant or other person. The Promoter will not award the prize if the Promotion is terminated.

17.2 Net Promotions may terminate this Agreement immediately by giving the winner notice if:

- (a) they fail to make themselves available for any Miss New Year's Eve Appearance in accordance with this Agreement without reasonable excuse;
- (b) they fail to perform any request made in accordance with this Agreement in a satisfactory manner and fails to reasonably improve that performance to a level satisfactory to Net Promotions within a reasonable period of time following receipt from Net Promotions of a notice setting out the reason for that dissatisfaction;
- (c) the winner is involved in any conduct or activity which will, in Net Promotions' reasonable opinion, harm, damage or diminish the reputation of any of the winner, Net Promotions or the Miss New Year's Eve title in any way;
- (d) the winner dies or is prevented by injury or illness from satisfactorily performing the services required by this Agreement; or
- (e) charges are laid against the winner (or they receive a conviction) relating to a serious criminal offence or a criminal offence involving dishonesty.

## **18. DECISIONS FINAL**

All decisions and actions of the Promoter relating to the Promotion and/or redemption of the prizes are exercised accordingly at its absolute discretion and are final. No discussions or correspondence with entrants or any other person will be entered into.

## **19. FAILURE TO ENFORCE TERMS AND CONDITIONS**

A failure by the Promoter to enforce any one of these terms and conditions in any instance(s) will not give rise to any claim or right of action by any other person or contestant.

## **20. PERSONAL INFORMATION AND PRIVACY**

The personal information supplied by entrants when entering this Promotion will be used by the Promoter in accordance with its Privacy Policy. Please refer to the Privacy Policy by visiting the website ([http://www.MissNewYearsEve.com.au/Privacy\\_Policy.html](http://www.MissNewYearsEve.com.au/Privacy_Policy.html)) for more information as entry in this Promotion is an agreement to be bound by that policy. All entrants may have their details removed from the Promoter's database by simply contacting the Promoter by sending an email to the Promoter at [nye@nye.com.au](mailto:nye@nye.com.au). If details are removed prior to the conclusion of the Promotion and/or award of prize(s), entrants will forfeit their right to claim any prizes.

## **21. THE PROMOTER**

The Promoter is Net Promotions PL [ABN 23 082 901 317] PO Box 263, Blackburn VIC 3130.