

**SEVEN AFFILIATE SALES PTY LIMITED (the 'Promoter')
Australian Pacific Tours (APT) '15 Day Magnificent Europe River Cruise' (the
'Promotion')**

Terms and Conditions

1. Entry

Information on how to enter the Promotion forms part of the terms and conditions of entry.

Entry is open to all Australian residents aged 18 years and over who live in one of the following areas: Northern New South Wales, Southern NSW, ACT, regional Victoria, regional Queensland or regional Western Australia (as designated by the Regional TV Marketing map available at www.regionaltvmarketing.com.au).

Certain persons deemed to have an association with the Promotion are ineligible to enter (see 'Excluded Entrants' below).

Entrants can enter the Promotion by:

- Answering in 25 words or less the question: "Which unforgettable sight would you most like to visit as part of APT's 15 Day Magnificent Europe River Cruise and why?"; and
- Entering their name, phone number, email address, postal address, suburb and postcode; on the Promotion page via one of the following websites: www.prime7.com.au or www.7qldprizepool.com.au or www.gwn7.com.au (each a '**Website**').

Only one (1) entry per person will be permitted.

By entering the Promotion, each entrant agrees that if they win the Promotion, they will make themselves available to participate in reasonable promotional activities as requested by the Promoter, without any payment or other compensation.

2. Promotion dates

The Promotion commences and entries will be received from 12:00pm AEST on Monday 30th September 2019 and the Promotion concludes at 12:00pm AEDT on Monday 28th October 2019 ('**Promotional Period**').

The winner of the Promotion will be determined by the judge at 2:00pm AEDT on Thursday 7th November 2019.

3. Prize

There is one prize ('**Prize**') consisting of:

- A luxury 15 day, (14 night) APT Magnificent Europe River Cruise (**Cruise**) (on an available departure date as determined by APT in conjunction with the Winner in 2020) for two (2) adults in a twin window suite, including food and beverages while on-board the Cruise, valued at up to \$9,795 per person (up to \$19,590);
- Return economy airfares (on available dates as determined by APT in conjunction with the Winner to coincide with the dates of the Cruise). The Winner and their guest will depart their nearest capital city in Australia (as determined by APT), fly into Amsterdam and depart from Budapest, valued at up to \$2,000 per person (up to \$4,000); and
- Transfers to/from Amsterdam and Budapest airports and to/from the port where the Cruise departs/concludes.

The total prize pool is valued at up to \$23,590 (including taxes).

The Prize package value is the estimated recommended retail value as provided by the supplier, and is correct at time of publishing. The Promoter is neither responsible nor liable for any change in the value of a Prize occurring during the Promotion.

The Prize must be redeemed in full and as a total package for two (2) adults for travel in 2020 on the scheduled available departure dates only as determined by APT. Scheduled available departure dates will be provided to the winner at the time of winner notification. In the event, that the winner is unable to redeem the Prize on any of the available dates stipulated by the Promoter and Prize supplier (APT), and the winner is unable to transfer the Prize to a nominated person, then the Prize will be forfeited by the winner and neither cash nor another prize will be awarded in lieu of the forfeited Prize. In the event that the entire Prize is forfeited by the winner, the Promoter will award the Prize to the next best valid entry as determined by the judges.

The winner (and their companion) are responsible for all other expenses including spending money, meals (unless specified), beverages (unless specified), transfers (unless specified), laundry charges, activities (unless specified), incidentals, energy surcharges, gratuities, services charges, tours and activities, passports, visas, travel insurance and all other ancillary costs. Travel insurance is the responsibility of the winner and their companion and is highly recommended to protect against the additional costs incurred in the event of unforeseen circumstances.

Unless expressly stated in these terms and conditions all other expenses (including travel to and from the departure point) become the responsibility of the winner.

Booking will be in accordance with APT's Term & Conditions accessible at <http://www.aptouring.com.au/standard-items/footer/global-footer/general-information-conditions>

Entrants should be aware that the city they write about in their entry may not necessarily be included in the itinerary of the Cruise.

In addition, in order to claim the Prize, the winner must provide a certified copy of theirs and their travelling companion's passports showing at least 6 months' validity by no later than 9:59am AEDT on Friday 29th November 2019. The winner will not be able to claim the Prize if this is not provided. It is the responsibility of the Prize winner and their companion to ensure they have the required travel documentation including but not limited to passports (with sufficient validity from departure date) and visas) to travel to the destination points and all costs associated with obtaining this is the responsibility of the winner.

The Prize must be taken as stated and cannot be varied. The Prize or any unused portion of the Prize:

- is non-transferable;
- is non-refundable;
- is non-negotiable;
- cannot be exchanged;
- cannot be taken or redeemed as cash; and
- cannot be sold.

If the Prize or portion of the Prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the Prize for a Prize of equal or greater value.

The Promoter takes no responsibility for prizes that are damaged, delayed or lost in transit. The Promoter is neither responsible nor liable for any loss or damage suffered associated with the Prize or in the event that there are any changes to the Prize.

Date changes are not permitted once the booking has been finalised. Once the booking is confirmed and ticketed, normal APT cancellation charges apply and will be the sole responsibility of the winner. Refer to www.aptouring.com.au/conditions for full booking conditions.

If unforeseen circumstances beyond the Promoter's or APT's control require a change in the Prize, departure or any part of the tour, APT will provide the winner with an alternate holiday of equal value at APT's discretion.

It is a condition of accepting the Prize that the winner may be requested to present their credit card upon arrival at the Cruise departure point to cover all incidentals they may incur in connection with their stay on the Cruise.

The Promoter is neither responsible nor liable for any loss or damage suffered by the winner and/or the winner's travel companion in the event that the APT 15 Day Magnificent Europe Cruise is delayed, postponed, cancelled, rescheduled or relocated for any reason whatsoever.

As a condition of accepting the Prize, the winner (and their companion) must sign any legal documentation as and in the form required by the Promoter and/or prize supplier in their absolute discretion, including but not limited to a legal release and indemnity form.

4. Prize Selection:

Winners are selected using the following method:

One (1) Prize winner will be selected by a panel of judges appointed by the Promoter. The Prize winner will be the entry which fulfils the entry criteria and whose answer is 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 winner.

The judging will take place at 2:00pm AEDT on Thursday 7th November 2019 at the offices of the Promoter at Seven Affiliate Sales Pty Limited ACN: 058 428 158 Level 8, 401 Docklands Drive, Docklands, VIC 3008.

The Winner will be published on the Promoter's Websites (Prime7.com.au, GWN7.com.au and 7qldprizepool.com.au) and notified within 48 hours of being selected via phone and email.

The Promoter's decision is final and no correspondence will be entered into.

5. Unclaimed Prizes

In the event that any of the following has not occurred by 10:00am AEDT on Friday 29th November 2019:

- the winner does not claim the Prize;
- the winner is unable to be contacted for any reason; or
- the winner has not provided any information or documentation required by these terms,

then that winner will forfeit the Prize and neither cash nor another Prize will be awarded to that winner in lieu of the forfeited Prize or any component of the Prize.

In the event that the winner forfeits the Prize, judging to award the forfeited Prize to a new winner will occur at 10:00am AEDT on Monday 2nd December 2019 ('**Second Round Judging**').

Second Round Judging will take place at the offices of Seven Affiliate Sales Limited ACN 058 428 158 Level 8, 401 Docklands Drive, Docklands, VIC 3008 in the same manner as described above. The winner of the Second Round Judging will be announced on the Websites and notified immediately or as soon as practicable after determination by phone and email.

6. Excluded Entrants

Employees, directors and officers of the Promoter, a related body corporate of the Promoter or an agency or entity associated with the Promotion are ineligible to enter the promotion. Immediate family members of any employee, director or officer described above are also ineligible to enter the Promotion. Immediate family members for the purposes of this condition are spouses, de facto spouses, parents, natural or adopted children and siblings (whether natural or adopted by a parent).

7. Ineligible Entries

The following entries are ineligible:

- entries by an Excluded Entrant described above in clause 6;
- entries that are deemed to be illegible or incomprehensible by the Promoter or are otherwise unable to be viewed;
- entries by a person who fails to provide the information required by these terms and conditions within the required time-frame;
- entries that are deemed to be offensive or illegal by the Promoter;
- entries not completed in accordance with these terms and conditions; and
- entries received after the end of the Promotional Period.

Any illegible entries will be disregarded and not eligible to win the Prize.

8. Promoter's Liability

To the maximum extent permitted by law, the Promoter, its related bodies corporate and each of their officers, employees, directors and contractors are not liable for any injury, loss, damage, expense, tax consequence, cost or claim whatsoever (including for any indirect or consequential loss) that arises in connection with entry into this Promotion or the claiming of the Prize, including without limitation:

- in connection with the judging;
- in the participation in or use of the Prize;
- as a result of any changes to the Prize;
- as a result of late, lost or misdirected email, website communication, mail or delivery;
- due to the broadcast of any program relating to the Promotion or the publication of any material, including any statements made by any compere, staff member, journalist, other entrants or any other person;
- as a result of any technical malfunction, traffic congestion or the malfunction of any telephone network or lines or mobile communications network; and
- arising from any act or omission, deliberate or negligent, by the Promoter, their related bodies corporate or any of their officers, directors, employees or contractors in connection with the arrangement for supply, or the supply, of any goods or services by any person to the winner and, where applicable, to any persons accompanying the winner.

The Promoter makes no express representation or warranty as to the fitness for purpose, quality, suitability and merchantability of any of the goods or services offered as Prizes. If liability under terms implied by legislation cannot be excluded, the liability of the Promoter and its related bodies corporate is limited to re-supplying the relevant goods or services or paying the cost of replacing them.

By entering the Promotion, and by collecting the Prize, the winner acknowledges and accepts that travelling and any other activities comprising the Prize, are inherently dangerous and may result in death, injury, incapacity, damage to property or other losses. The Promoter is not responsible for any acts of god, such as adverse weather conditions or industrial action or civil commotion that may occur whilst the Prize winner is travelling. It is the responsibility of the Prize winner to enquire about local issues and conditions at destinations prior to travel.

Compliance with any health or other government requirements is the responsibility of the Prize winner and guest. All travel will be subject to the carrier's General Conditions of Carriage. The Promoter and carrier make no representation as to the safety, conditions or other issues that may exist at any destination. International travel advice can be obtained from various sources, including local government, local consular offices and the web site of the Australian Department of Foreign Affairs and Trade at www.smarttraveller.gov.au.

9. Communication and Technical Failures

The Promoter and its related bodies corporate accept no responsibility for problems associated with telecommunications networks or services or the Internet or for any other technical malfunction, error, omission, interruption, deletion, defect, delay in operation or transmission or unauthorised access or tampering which may affect an entrant's entry into the Promotion or the Promoter's (or its agents') communication with an entrant.

10. External Intervention

If for any reason this Promotion is not capable of running as planned due to factors, agents or events which prevent or significantly hinder the Promoter's ability to proceed with the Promotion on the dates and in the manner described in these terms and conditions, or which affect the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter reserves the right in its sole discretion to cancel, modify or suspend the Promotion, or to recommence the Promotion from the start.

11. Promoter's Details

The Promoter is Seven Affiliate Sales Pty Limited (ACN 058 428 158) of Level 8, 401 Docklands Drive, Docklands, VIC 3008.

12. Advertisement of the Promotion

The Promotion will be promoted via television commercials shown on Prime7, GWN7 and 7QLD and 7mate and 7two and via online display unit advertising.

13. Facebook

The Promoter may communicate or advertise this Promotion using Facebook. However, the Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants are providing their information to the Promoter and not to Facebook. Each entrant completely releases Facebook from any and all liability.

14. Opt-in to receive promotional material from the Promoter

Participants entering the Promotion may, at their option, opt in to receive promotional material from the Promoter, its related bodies corporate and Australian Pacific Touring Pty Ltd ABN 44 0040684 619 and its related bodies corporate (**APT**).

By opting in to receive promotional material, entrants expressly consent to the Promoter and its related bodies corporate and APT collecting, using and disclosing their personal information for their promotional activities. All collection, use, storage and disclosure of personal information will be in accordance with the Australian Privacy Principles and the Prime Media Group (PMG) Privacy Policy available at www.primemedia.com.au and APT's Privacy Policy available at <http://www.aptouring.com.au/legal/privacy-policy>.

15. Collection of personal information and privacy

By entering the Promotion, entrants consent to the collection, storage and use of their personal information by the Promoter and its related bodies corporate in accordance with the Australian Privacy Principles, the Prime Media Group Privacy Policy accessible at www.primemedia.com.au, and APT's Privacy Policy accessible at <http://www.aptouring.com.au/legal/privacy-policy>.

The Promoter and the Promoter's related bodies corporate collect, store and use the personal information provided by entrants for the purposes of legitimate processes in connection with the administration of this Promotion.

In accordance with the express consent provided as part of entering the Promotion, entrants' personal information will be disclosed to APT for their use in their promotional activities.

The Promoter and its related bodies corporate may also use the personal information collected from entrants for future promotional purposes.

Personal information provided by entrants may also be disclosed:

- to the Promoter's contractors and agents in connection with the conduct of the Promotion;
- to third party suppliers where necessary or appropriate, for example for the purposes of secure offsite database storage of information; or
- otherwise by the Promoter and its related bodies corporate in accordance with the PMG Privacy Policy.

Third parties to whom personal information is disclosed may be based overseas.

Entrants have the right to access their personal information as collected and stored by the Promoter, the Promoter's related bodies corporate and APT at any time, and to request the correction of such information.

If you have any queries or wish to contact us in relation to your privacy or the collection or storage of your personal information, please contact our privacy officer at privacyofficer@primemedia.com.au.