

Terms and Conditions (Skill Based Competition)

WENDY WU TOUR

General

1. Information on how to enter and prizes form part of the Terms and Conditions. Entry into this competition deems acceptance of these Terms and Conditions.
2. To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.
3. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. You are providing your information to the Promoter and not to Facebook.

Who can enter

4. Entry is open to all residents of Australia except employees and immediate families of the Promoter, associated companies and agencies and participating outlets. Immediate family means any of the following: spouse, ex spouse, defacto spouse, child or step child (whether natural or by adoption), parent, step parent, grandparent, step grandparent, uncle, aunt, niece, nephew, brother, sister, step brother, step sister or 1st cousin. The Promoter is Pacific Magazines Pty Ltd, 8 Central Ave, Eveleigh NSW 2015 (ABN 16 097 410 896).
5. All entrants may enter as many times as they like but only one prize will be awarded per person.
6. Entrants into this competition must be 18 years of age or older as at the date of entry.

How to enter

7. Enter as many times as you wish, by telling us in 25-words-or-less, your answer to the question posed in the November issue of Better Homes and Gardens magazine.
8. Entries must include all requested contact details and a 25-words-or-less answer to be eligible to win. Each entry must be unique and received by the Promoter prior to the competition close date and time.

When to enter

9. The competition commences on **14/09/17** at **10:00** AEST and closes on **11/10/17** at **17:00** AEDT. The winner will be the best valid entry as judged by the judging panel, having regard to skill, creativity and originality, at the Promoter's premises on **13/10/17** at **11:00** AEDT. The Promoter may select additional entries to be used as replacements in the event that the first entrant chosen as a winner cannot satisfy these Terms and Conditions or take a prize.
10. The winner/s will be notified by email and published on **17/10/2017** at www.bhg.com.au
11. Prizes will be sent within 8 weeks.

Prize on offer

Total prize value is (up to) \$8,820.00, as at 15/06/17. One (1) winner will receive a holiday for two people to China on the 9 day, fully inclusive "In Pursuit of Pandas tour" comprising of:

- Join our 9 day tour (existing departure date)
 - Return international economy class airfares
 - All meals (7 breakfasts, 6 lunches, 7 dinners)
 - All accommodation
 - All transportation, daily tours and entrance fees
 - Sightseeing with English-speaking local guides and a Natrona Escort
 - Visa fees based on Australian passport holders
12. Major prize consists of two places on a twin share basis travelling on a Wendy Wu group tour to the value of \$4,410 per person. Total value of prize is \$8,820 This prize must be taken by two adults on a twin share basis. Tour is as per standard inclusions. Prize value accurate as at 15 June 2017. The winner is not entitled to receive any monies from any party if there is a difference between the maximum prize value and the actual prize value at the time of the award. All price elements are subject to availability and changes. Travel insurance is not included and is the responsibility of the winner.
 13. Prize is subject to the winner agreeing to Wendy Wu Tours booking terms and conditions. Prize is subject to the terms and conditions of various airlines, hotels, touring and transportation suppliers in the chosen destination. Booking to be made with Wendy Wu Tours Pty Ltd by contacting the Marketing Department on 1300 727 998.
 14. Travel period restrictions may apply and all services are subject to availability.
 15. All bookings and documentation regarding the prize must be made via Wendy Wu Tours. The Winner must contact Wendy Wu Tours directly by phone and/or email to book their prize tour and Wendy Wu Tours must agree to the chosen departure dates.
 16. The Winner is responsible for any amendment fees issued by airlines or suppliers once the booking is confirmed and ticketed; visas, valid passports, additional spending money, meals, drinks, travel to and from departure points, items of a personal nature, in room and incidental charges relating to the accommodation, transfers and all other ancillary costs including but not limited to insurance and any applicable insurance excesses, not listed in the travel prize package above are the responsibility of

- the Winner and their travel companion as incurred. Promoter is in no way responsible for any additional costs incurred including but not limited to flight changes, meals, transfers, insurance, medical costs, and any additional travel expenses incurred and associated with the Winner extending their trip. Personal expenditure excluded.
17. Tipping is compulsory to be paid on arrival in China by the winner. The final amount will be advised to the winner at the time of booking.
 18. The Winner must hold a valid credit card and present it at the accommodation to cover any incidental charges they incur during their stay and to the car rental organization on collection if a car is hired.
 19. Any additional costs as a result of exceeding the prize value based on a higher value tour is to be paid by the prize winner as per Wendy Wu Tours standard booking conditions and payment terms.
 20. Prize is not exchangeable, not transferrable and not redeemable for cash. If prize is not taken within allocated period, it will be forfeited. If only one individual travels, second pax fare will be forfeited. If any part of the prize is unavailable, the promoter reserves the right to substitute the prize (or a part of the prize) with a prize to the equal value and/or specification, subject to any law or written directions from a regulatory authority. Prize may not be combined with any other offer or discount.
 21. All travel must be completed by 31 December 2018. The prize will be forfeited if not redeemed by this time. Extensions of prize validity is not possible.
 22. Penalties may apply for re-booking, amending, extending or cancelling the prize.
 23. All travel must be taken together in a single trip, on a twin share basis and cannot be redeemed separately.
 24. Acceptance and use of the prize by the Winner is subject to obtaining travel insurance for the duration of their travel including any travel companions for an amount and from an insurer acceptable to the Promoter; and Agreeing not to behave in a manner which brings or may in the Promoter's opinion bring the Promoter or its related entities into disrepute, during the course of their travel in China.
 25. Please note that travel insurance is strongly recommended for the duration of travel. Travel insurance and associated costs is the responsibility of the winner.
 26. The prize cannot be used in conjunction with Frequent Flyer programs.
 27. Changes and cancellations to a booking may be subject to fees.
 28. Passport validity is the responsibility of the prize winner. If the prize winner is not an Australian citizen, visas are the responsibility of the winner/s.
 29. In the event that any prize becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a prize of equal or greater value.
 30. The prize provider (Wendy Wu Tours) shall not be liable for any loss, damage or injury suffered or sustained (even if caused by negligence) as a result of accepting and/or using a prize, except for any liability which cannot be excluded by law.
 31. The Promoter reserves the right to disqualify any individual who is involved in any way in interfering or tampering with the conduct of this promotion.
 32. [The winner [and any other person(s) sharing the prize with the winner] may be required to sign a booking form or release by Wendy Wu tours pertaining to the prize.
 33. The Promoter is not responsible or liable for any loss, damage or injury suffered by any winner as a result of the conduct of third party suppliers.
 34. The prize provider is Wendy Wu Tours (ABN 87 082 688 202).
 35. If the Promoter is unable to contact the winner to claim fulfilment of the promotional prize or if the winner is unable to attend any element of the prize, that winner will forfeit the prize in its entirety and it shall be awarded to the next runner up in the promotion. The Promoter will not be liable for a winner who cannot be contacted and therefore forfeits their prize and no correspondence will be entered into.
 36. All travel must be completed by 31/12/18. In the event a winner does not take the prize by the time stipulated, then the entire prize will be forfeited by the winner and cash will not be awarded in lieu of the prize.
 37. In the event that for any reason whatsoever a winner does not take an element of the 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 element of the prize.
 38. Unless expressly stated in these Terms and Conditions all other expenses are the responsibility of the winners (and their companions) including but not limited to current passports, visas, meals, spending money, transport to and from departure and arrival points, transfers, drinks, incidentals, mini-bar, laundry, room service, telephone calls, activities, airport taxes (including departure taxes), fuel surcharges, energy surcharges, gratuities, services charges, travel insurance, pre and post accommodation, optional activities or excursions and all other ancillary costs. A credit card imprint or cash deposit may be required from the winner at check-in to the hotel, for all incidental charges.
 39. By entering the competition, and by collecting a prize, the winner acknowledges and accepts that driving, travel 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 winner is travelling. It is the responsibility of the prize-winner to enquire about local issues and conditions at destinations prior to travel. The Promoter does not guarantee that the winner will enjoy the travel prize or be suited to the type of travel prize that is offered.

40. Travel arrangements to and from the winner's home do not form part of the prize unless expressly stated in these terms & conditions and are the responsibility of the winner and their travelling companions. The winner must travel on the same flights and itinerary as their travelling companions. The travel prize cannot be used as part payment for another airfare package. Frequent flyer miles cannot be accrued on this prize. Flights and accommodation are subject to availability at the time of booking and cannot be exchanged for other destinations. Travel restrictions & blackout dates apply. Embargo restrictions apply during certain periods. Bookings are subject to conditions & availability (including but not limited to capacity limitations and other restrictions).
41. Compliance with any health or other government requirements is the responsibility of the prize winner and their travel companions. All prize 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.smartraveller.gov.au. Prizes for travel for a particular event or attraction must be taken to coincide with the event or the times and dates during which the attraction is available.

Further Terms and Conditions

42. The Promoter reserves the right to amend these Terms and Conditions if this competition cannot be run as originally planned. The Promoter may also cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affect the administration security, fairness, integrity or proper conduct of this competition. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition.
43. The Promoter and their associated agencies and companies will not be liable or responsible for any problems or technical malfunction of any telephone network or lines, computer on line systems, servers, or providers, computer equipment, software, technical problems of the phone or of any phone network, or any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur; whilst undertaking any travel won on or connected with their entry; in the participation in any prize; as a consequence of late, lost or misdirected mail, email SMS or phone call; due to the broadcast of any program relating to the competition or the publication of any material, including any statements made by any compere, staff member, journalist, other entrants or any other person; any injury or damage to entrant's or any other person's computer software or phone; or any combination thereof, related to or resulting from participation or sending or receiving of any communication or of any materials in this competition.
44. All entrants must submit ONLY their own original answers, [designs and works](#). Any such answers, [designs or works](#) cannot be previously published in any forum worldwide. All entries become the property of the Promoter and cannot be returned. Entries that are found to have been derived from the designs of a third party will be considered invalid and, if awarded a prize, that prize must be returned to the Promoter. The winner may be required to sign a statutory declaration regarding the originality of the entry. Without limiting the generality, the Promoter reserves the right to take legal action against anyone found to have breached this term. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has 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 Promoter's legal rights to recover damages or other compensation are reserved.
45. Any entrant found to have (a) be used any form of software or third party application to enter multiple times (including scripting software), (b) used a third party (including online competition entry site) to enter on their behalf or (c) entered incorrect contact details, including incorrect email contact details, will have all entries invalidated and any claim to the Prize will be invalidated. If such an entrant is awarded the Prize and then found to have breached this clause, the entrant must immediately return the Prize to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
46. If the prize (or an element of the prize) is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize (or an element of the prize) for a prize of equal or greater value, subject to State Regulation. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
47. The Promoter highly recommends a current residential street address be provided when requested for ease of correspondence and potential prize delivery. The Promoter makes all reasonable efforts to deliver prizes to the addresses provided by competition entrants. The Promoter cannot guarantee that any prizes returned to the Promoter due to non-delivery at the provided address will be re-sent to the prize winner.
48. The Promoter reserves the right to request winners to sign a winner's deed of release or any other relevant forms or agreements that the Promoter deems necessary, to provide proof of identity, proof of age, proof of residency at the nominated prize delivery address and/or proof of entry validity (including phone bill) in order to claim a prize. Proof of identification, residency, age and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner

cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

49. The Promoter reserves the right to rejudge in the event of an entrant, claiming to be a winner, being unable to satisfy these Terms and Conditions.
50. The judges' decision in relation to any aspect of the competition is final and binding on each person who enters. Chance plays no part in determining any winner. No correspondence will be entered into. No responsibility is accepted for late, lost or misdirected entries. Prizes are subject to availability, not transferable or exchangeable and, with the exception of cash prizes, cannot be taken as cash. Prizes will be sent to the winner's nominated address as stated in their original entry. The Promoter and their associated agencies, and companies associated with this promotion will take no responsibility for prizes damaged or lost in transit.

Copyright, Statutory guarantees, Waiver and liability

51. All entries and any copyright subsisting in the entries become and remain the property of the Promoter who may publish or cause to be published any of the entries received. Pacific Magazines Pty Ltd (ABN 16 097 410 896) and its related entities ("Pacific"), is collecting your personal information for the purpose of conducting and promoting this Competition, including for the purpose of identifying and notifying winners and understanding our audiences. Pacific will otherwise handle your personal information in accordance with Seven West Media's Privacy Policy which is available on our website at <http://www.sevenwestmedia.com.au/privacy-policies> (and which contains information regarding how you can access your personal information, correct it and/or make a complaint about our handling of your personal information). By providing your personal information, you agree to the terms of the Privacy Policy. Without limiting the foregoing, Pacific may disclose the entrant's personal information to its related entities, business partners and external service providers for research and profiling purposes as well as other purposes reasonably related to the entrant's relationship with Pacific. In addition, by entering this competition, you consent to Pacific using your personal information for the purpose of Pacific and its related entities sending you information regarding programs, products and services available through them and/or through their business partners, and to Pacific from time to time sharing your personal information with carefully selected business partners for the purpose of them sending you such information directly. We will always provide you with the ability to opt out of those communications.
52. 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 (and their companions) agree to granting the promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide, including online social networking sites, and the winners (and their companions) will not be entitled to any fee for such use.
53. Prize winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of that prize.
54. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("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.
55. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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: (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 or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or Entrant; or (f) use of a prize.