

HACHETTE COMPETITION ("WIN a copy of The Helpdesk")

TERMS AND CONDITIONS

These are the Terms and Conditions ("**Terms**") of entry for the Competition, conducted by Hachette Australia Pty Ltd ("**Hachette**"), whose registered office is at Level 17, 207 Kent Street, Sydney, NSW. Please read these Terms carefully because by entering the Competition you are deemed to accept them.

For all enquiries relating to this competition please contact Hachette at: marketing@hachette.com.au

1. Competition Period

- 1.1 This Competition opens on 16 January 2023 at 10.00am and closes on 27 January 2023 at 5pm (the "**Competition Period**").

2. The Prize

- 2.1 Three winners will each receive one copy of the 'The Helpdesk' by S.A. Dunphy ("**Prize**");
- 2.2 If an event that constitutes or forms part of a Prize ("**Event**") is cancelled or if the dates for an Event are changed for any reason beyond the control of Hachette and/or any sponsor of a competition or prize, Hachette may substitute another entertainment event or any other reasonably equivalent prize for the Prize, without any penalty or liability whatsoever and as it may determine in its absolute discretion.
- 2.3 Prizes are not transferable or exchangeable (including for cash). Part or parts of the Prize will not be substituted for other benefits or items at the request of winners.
- 2.4 If any element of the Prize becomes unavailable for any reason beyond the control of Hachette, a similar prize of equal value will be awarded in lieu.
- 2.5 Winners (and any person accompanying a winner in relation to a Prize) are responsible for any:
- (a) taxes for which they may be liable as a result of winning a Prize; and
 - (b) expenses not specifically mentioned as being included in the Prize (for example, unless otherwise stated to form part of the Prize, accommodation, travel expenses, food or beverages purchased and all other costs, including travel insurance, are not included in the Prize and are the responsibility of the winner/s and of any person/s accompanying the winner/s).
- 2.6 If the Prize includes travel or entry to an Event, any winner aged under 18 must be accompanied on that travel or to that event by a person authorised by the winner's legal guardian to accompany the winner at their own cost and aged either 18 or over.
- 2.7 The stated value of the Prize is based on estimated or recommended retail prices (including GST) at the date of publication. Hachette accepts no responsibility for any change in the value of the Prize between that date and the date on which the Prize is delivered to a winner or, in the case of an Event, any change in any advertised ticket price for the Event.

3. Entry into the Competition

- 3.1 Entry is free (subject to any obligation stated in clause 4.1 to purchase a Hachette product) but entrants are responsible for any costs and/or charges they may incur in entering.
- 3.2 Subject to clauses 3.3 and 3.4, the Competition is only open to individuals who are Australian residents. Persons under the age of 18 may, however, only enter with the prior permission of a parent or guardian who is over the age of 18.
- 3.3 Notwithstanding clause 3.2, the Competition is not open to:
- (a) persons under the age of 16

- (b) any person living outside of Australia
 - (c) employees of Hachette and any subsidiary, parent company, agent or affiliate of Hachette, including a company or organisation that has provided a Prize for a competition, (collectively, “**Affiliates**”); or
 - (d) members of the immediate families of employees of Hachette and Affiliates.
- 3.4 Notwithstanding anything in clauses 3.2 or 3.3, the Competition is not open to anyone under the age of 18 if the Prize is or includes:
- (a) any alcoholic beverage or product;
 - (b) any service or product that by law is unavailable to persons aged under 18; or
 - (c) an Event where the Event is not open to a person under the age of 18.

4. How to Enter

- 4.1 Entrants must enter their details at the competition tab located at www.hachette.com.au/win/
- 4.2 Entrants may enter more than once but each entrant is only eligible to win one Prize.
- 4.3 The following entries will be invalid:
- (a) entries received outside the Competition Period;
 - (b) entries that duplicate or nearly duplicate another entry that the entrant has submitted; incomplete entries;
 - (c) entries that Hachette, in its sole discretion, determines fraudulent (including entries that misrepresent the eligibility of the entrant); and
 - (d) (where a competition is conducted on a social media platform) multiple entries from a single individual using multiple accounts on the one social media platform.
- 4.4 Hachette may, in its sole discretion, disqualify any entry that in its view is (or is potentially) objectionable, including (without limitation) any entry that:
- (a) is not reasonably comprehensible;
 - (b) is obscene, defamatory, insulting, discriminatory and/or inflammatory;
 - (c) infringes on the intellectual property rights of any third party;
 - (d) constitutes an invasion of privacy; and/or
 - (e) is generally damaging to the goodwill and/or reputation of Hachette and/or any sponsor of the Competition or Prize and/or of any Affiliate.

5. Winner/s

- 5.1 The winner will be selected on the basis of entry that is the most original or creative from all correct, valid and eligible entries received.
- 5.2 All decisions of Hachette and/or the competition judges (including in relation to the selection of a winner or winners) are final and binding on entrants in all respects, and no correspondence will be entered into.
- 5.3 Winners will be contacted via email within 3 days of judging the Competition.
- 5.4 Publication of the names of winners by Hachette is not determinative and the Prize will only be awarded subject to confirmation by Hachette that a winner has complied with these Terms.

- 5.5 A Prize may be forfeited (with no substitute offered) and an alternative winner or winners selected in accordance with the winner selection procedure set out above if a winner:
- (a) does not successfully respond to notification of having won a Prize before 9 December 2022
 - (b) does not accept an element of the Prize as arranged with Hachette;
 - (c) cannot be located;
 - (d) does not or cannot provide Hachette with proof of identity and/or residence if requested by Hachette to do so; or
 - (e) does not comply with any other Term of the competition.
- 5.6 Hachette reserves the right to withhold a Prize from any entrant who Hachette, in its absolute discretion, determines:
- (a) has not met any of the criteria set out in these Terms;
 - (b) is not in a mental or physical condition to safely use the Prize or attend an Event; and/or
 - (c) has engaged in any behaviour that jeopardises the fair and proper conduct of the Competition.
- 5.7 Hachette reserves the right, in its absolute discretion but subject to relevant State and/or Territory law, to cancel the Competition and not award any Prize if Hachette is unable to proceed with the Competition (including any judging and/or draw) as a result of circumstances beyond its control including, without limitation, vandalism, hacking, computer virus or bugs, server breakdown, acts of terrorism, acts of God, pandemic, civil unrest, strikes and power failures.

6. Warranties, limitations, releases and consents

- 6.1 By entering, you grant us and our Affiliates an irrevocable, non-exclusive, royalty-free, worldwide and transferable licence to publish your entry and name and the right to sub-license use of your entry and name to our promotion partners (as applicable) for other uses, including broadcast.
- 6.2 Entrants promise that entries will not infringe any third-party intellectual property rights (including copyright and trade marks) and will not breach any obligation of confidentiality.
- 6.3 Winners may be photographed and/or filmed at any Event and during any event associated with the delivery or handing over of a Prize, and entrants grant to Hachette and Affiliates the right to take and to publish such photographs and/or footage and to use an entrant's name for promotional purposes without additional payment from Hachette or any third party or additional consent having to be obtained by Hachette or any third party.
- 6.4 To the maximum extent permissible by law:
- (a) Hachette takes no responsibility and makes no warranties or representations, express or implied, in relation to any Prize, including but not limited to warranties of reliability, merchantability or fitness for a particular purpose;
 - (b) entrants waive any right to claim from Hachette for any disappointment, costs, expenses, loss or damage suffered that arises out of or in connection with the possession or use of a Prize; and
 - (c) all liability for any defects whatsoever in or relating to the Prize remains with the relevant supplier or manufacturer or, in the case of an Event, the person or organisation holding or running that Event.
- 6.5 Hachette, any Affiliate and any operator of any social media platform through which the Competition is conducted are not and will not be responsible for any lost, late, illegible, incomplete, postage due, misdirected or mutilated mail, any electronic miscommunications or failures, technical hardware or software failures of any kind, lost or unavailable connections, or failed incomplete, garbled or delayed computer or

mobile phone transmissions (or any other event outside the reasonable control of Hachette, any Affiliate or any social media platform through which the Competition is conducted) which may limit or prevent an entrant's ability to participate in the Competition and/or collect, receive or be notified of any Prize and/or which results in any damage to, delay of or loss of a Prize during or after delivery.

- 6.6 Hachette, any Affiliate and any operator of any social media platform through which the Competition is conducted will not be responsible for:
- (a) any Prize lost, damaged or stolen in transit once it has left the possession of Hachette and/or an Affiliate; or
 - (b) any failure or inability on the part of a winner to attend an Event.
- 6.7 Winners are responsible for insuring against their own losses for loss, damage or theft during transit and/or for their inability to attend an Event.
- 6.8 Entrants release Hachette, Affiliates and any social media platform through which the Competition is conducted (including all directors, officers, employees, attorneys, agents and representatives) from, and hold harmless for, any damage, injury, death, loss, claim, action, demand or other liability that may arise from:
- (a) the Entrant's acceptance and/or use of a Prize (including any misuse or malfunction); and/or
 - (b) the Entrant's participation in this Competition and/or attendance at an Event.
- 6.9 Winning entrants and/or persons accompanying a winning entrant to an Event may be required by Hachette and/or an Affiliate and/or the operator of any social media platform through which the Competition is conducted to sign a written release covering the types of matter set out in clause 6.8. The form of such a release may be determined, in their absolute discretion, by Hachette and/or an Affiliate.

7. Personal information

- 7.1 As part of the process of running the Competition and awarding and delivering a Prize, Hachette may collect personal information of entrants, including name, email address, residential address, contact phone number/s, date of birth and gender ("Personal Information").
- 7.2 Except as otherwise provided under clause 6, any Personal Information of entrants will be used by Hachette:
- (a) for the purpose of conducting and promoting the Competition (including verifying eligibility, delivering a Prize and complying with any applicable Commonwealth, State or Territory law); but otherwise
 - (b) only in accordance with its Privacy Policy: <https://www.hachette.com.au/privacy/>
- 7.3 Any request to access, update and/or correct Personal Information should be directed to Hachette by email to marketing@hachette.com.au

8. General

- 8.1 Entrants agree:
- (a) to comply with all reasonable conditions of use of a Prize and any reasonable requirements of any person or organisation that supplies a Prize;
 - (b) to conform to all applicable Australian laws and regulations; and
 - (c) to conform to any relevant website terms and conditions (including any terms and conditions relating to the use of social media where a competition is run via a social media platform).
- 8.2 A failure by Hachette to enforce, or a waiver by Hachette of, any one or all of these Terms will not give rise to any claim or right of action by any person or entrant.

- 8.3 These Terms constitute the entire agreement between the entrants and Hachette and supersede and extinguish any previous agreements, arrangements and understandings between them, whether written or oral, relating to the competition or any other subject matter set out in these Terms.
- 8.4 These Terms are governed by the laws of New South Wales and are subject to the exclusive jurisdiction of the courts in New South Wales.