



DMA Exclusives Monthly Competition Terms & Conditions ("Conditions of Entry")

Promotion

DMA Exclusives Monthly Competition

Promoter

Dailymail.com Australia Pty Ltd, ACN 166 912 465, 12th Floor, 207 Kent Street, Sydney, Australia.

Promotional Period

The Promotion commences on 1 February 2023 and ends on 31 December 2023 ("Promotional Period"), with 11 separate entry periods, each commencing on the entry period start date and ending on the entry period end date set out in Table A (each an "Entry Period").

Table A - Entry Periods and Draw Dates

Entry Period/Month	Entry Period Start Date/Time	Entry Period End Date/Time	Draw Date/Time
2	01/02/23 at 9:00 am AEDT	28/02/23 at 11:59 pm AEDT	01/03/23 at 9:00am AEDT
3	01/03/23 at 9:00 am AEDT	31/03/23 at 11:59 pm AEST	01/04/23 at 9:00am AEDT
4	01/04/23 at 9:00 am AEDT	30/04/23 at 11:59 pm AEST	02/05/23 at 9:00am AEST
5	01/05/23 at 9:00 am AEST	31/05/23 at 11:59 pm AEST	01/06/23 at 9:00am AEST
6	01/06/23 at 9:00 am AEST	30/06/23 at 11:59 pm AEST	01/07/23 at 9:00am AEST
7	01/07/23 at 9:00 am AEST	31/07/23 at 11:59 pm AEST	01/08/23 at 9:00am AEST
8	01/08/23 at 9:00 am AEST	31/08/23 at 11:59 pm AEST	01/09/23 at 9:00am AEST
9	01/09/23 at 9:00 am AEST	30/09/23 at 11:59 pm AEST	03/10/23 at 9:00am AEST
10	01/10/23 at 9:00 am AEST	31/10/23 at 11:59 pm AEDT	01/11/23 at 9:00am AEDT
11	01/11/23 at 9:00 am AEDT	30/11/23 at 11:59 pm AEDT	01/12/23 at 9:00am AEDT
12	01/12/23 at 9:00 am AEDT	31/12/23 at 11:59 pm AEDT	03/01/24 at 9:00am AEDT

Eligible entrants

Entry is only open to persons who are 16 years old or older, have registered as members of Exclusives by Daily Mail Australia and who are residents of Australia.

How to Enter

To enter the Promotion, the entrant must complete the following steps during any Entry Period during the Promotional Period:

- (a) complete a "Valid Activity" from Exclusives by Daily Mail Australia

Valid Activities include surveys, discussions and other activities where it has been described to the member that they will receive an entry into the draw for this Promotion if they complete the relevant activity.

Entries permitted

Multiple entries permitted per person. An entrant who fully completes a Valid Activity in the Exclusives by Daily Mail Australia group during the Promotional Period will automatically receive one (1) entry into the draw for completion of that activity.

Whether an entrant has fully completed a Valid Activity will be assessed by the Promoter in its full and absolute discretion. The entrant is eligible to win a maximum of one (1) prize.

Total Prize Pool

Total prize pool is AUD\$2,750, as described in Table B.

Table B - Prize pool

Prize Description	Number of this prize	Value (per prize)	Winning Method
Each prize is a AUD\$50 Giftpay gift card	11 (5 per monthly prize draw)	AUD\$50.00	Monthly prize draw: computerised random selection - at 09:00am AEDT/AEST on each draw date set out in Table A above

Prize Conditions

No part of a prize is exchangeable, redeemable for cash or any other prize or transferable.

Any ancillary costs associated with redeeming the gift card are not included. Any unused balance of the gift card will not be awarded as cash. Redemption of the gift card is subject to any terms and conditions of the issuer including those specified on the gift card.

Winner Notification

The winners will be contacted by email within two (2) business days of the draw and will be announced within the DMA Exclusives Facebook group.

Unclaimed Prizes

Prize(s) must be claimed by the "Claim By" dates outlined below for each respective Entry Period. Unclaimed prizes will be redrawn on the "Unclaimed Prize Draw" dates below at 09:00 am (NSW time) at Dailymail.com Australia Pty Ltd, 12th Floor, 207 Kent Street, Sydney, Australia. The winner/s of the redraw will be notified by email within two (2) business days of the redraw.

Table C - Unclaimed prize draws

Entry Period/Month	Draw Date	Claim By	Unclaimed Prize Draw
2	01/03/23 at 9:00am AEDT	31/03/23	01/04/23
3	01/04/23 at 9:00am AEDT	30/04/23	02/05/23
4	02/05/23 at 9:00am AEST	31/05/23	01/06/23
5	01/06/23 at 9:00am AEST	30/06/23	01/07/23
6	01/07/23 at 9:00am AEST	31/07/23	01/08/23
7	01/08/23 at 9:00am AEST	31/08/23	01/09/23
8	01/09/23 at 9:00am AEST	30/09/23	03/10/23
9	03/10/23 at 9:00am AEST	31/10/23	01/11/23
10	01/11/23 at 9:00am AEDT	30/11/23	01/12/23
11	01/12/23 at 9:00am AEDT	31/12/23	03/01/24
12	03/01/24 at 9:00am AEDT	31/01/24	01/02/24

1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
2. Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt. The Promoter takes no responsibility for late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason.
3. Valid and eligible entries will only be accepted during an Entry Period.
4. Employees (and the immediate family members) of agencies/companies associated with this Promotion, the Promoter, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto 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.
5. The first five (5) valid entries drawn in each Monthly Prize Draw will be the winners of the prize specified in the Table C above.
6. If a draw is scheduled on the weekend or a public holiday, the draw will be conducted at the same time and location on the following business day. The Promoter will ensure each draw is open for public scrutiny and anyone may witness the draw on request. The winner of a drawn prize is determined by chance.
7. All reasonable attempts will be made to contact each winner.
8. If any winner chooses not to (or is unable to) take their prize or a portion of their prize, or for any reason whatsoever a winner does not take their prize or a portion of their prize at or by the time stipulated by the Promoter, they forfeit the prize or that portion of the prize and the Promoter is not obliged to offer a substitute or compensation.
9. The value of the prizes is accurate and based upon the recommended retail value of the prizes (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prizes after that date.
10. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and/or specification, subject to any written directions of a

regulatory authority.

11. The Promoter accepts no other liability or responsibility for any loss incurred by any winner or any other party if any prize (or any portion of any prize) is unavailable for any reason.
12. No entry fee is charged by the Promoter to enter the Promotion.
13. Each prize will be awarded to the person named in the respective winning entry and any entry that is made on behalf of an entrant or by a third party will be invalid. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
14. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located [here](#). The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. Personal information collected from entrants will not be disclosed to any entity located outside of Australia.
15. It is a condition of accepting the prize that a winner (or their parent or legal guardian if under the age of 18) may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize. If a winner is under the age of 18, a nominated parent or legal guardian of the winner will be required to sign the legal release on the winner's behalf.
16. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
17. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
18. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.
19. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable or compensation proof, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing (in the opinion of the Promoter) objectionable content including offensive or defamatory images or language, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win.
20. All material submitted on entry (e.g. photo(s), image(s), drawing(s), comment(s), sound/video recording(s) and answer(s) to a promotional question) must NOT: (a) be in breach of any laws, regulations and rights, e.g. any laws regarding intellectual property (copyright, trademarks, etc), defamation and privacy; (b) be defamatory, obscene, derogatory, pornographic, sexually inappropriate, contain nudity, aggressive, violent, abusive, harassing, threatening, objectionable or discriminate/vilify any section of the community with respect to race, ethnicity, nationality, religion, origin, sexual preference, mental illness, disability or gender or unsuitable for publication; or (c) contain viruses. Entrants warrant that they own or have the right to license the copyright in any entry submitted by them into this Promotion, for the purposes of this Promotion, that no rights have been granted to any third party in respect of any such entry which would prevent the entry being used as contemplated by this Promotion, and that the use by the Promoter of any such entry will not breach any laws or infringe the rights of any person (including without limitation with respect to privacy, intellectual property and defamation). Entrants must obtain prior consent from any person or from the owner(s) of any property that appears in their entry. By entering, all entrants license and grant the Promoter, its affiliates and sub-licensees an exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (including any portion of their entry) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.

Entrants further agree, upon request by the Promoter, to assign all of their rights, title and interest (including copyright) in and to their entry to the Promoter and to sign any legal documentation to confirm such assignment. Entrants agree that their entry is their original work and does not infringe the rights of third parties, or that they have obtained full prior consent from any person who has jointly created or has any rights in the aforementioned material. Entrants consent to any use of their entry that may otherwise infringe their moral rights. Entrants are responsible for all entries they submit on entry. The Promoter will not be liable for any entries, to the extent permitted by law. The Promoter reserves the right to remove, request removal or decline to publish any entry or portion of an entry for any reason whatsoever, including if in breach of these Conditions of Entry. The Promoter will have no liability to entrants if it exercises this right and entrants must comply with any request made by the Promoter pursuant to this paragraph. The entrant warrants and represents that any material sent or provided by the entrant to the Promoter will not infringe any copyright, trademarks or other intellectual property rights of any third party (including moral rights) and that the entrant has all rights to use the materials and has obtained all necessary consents to comply with any relevant privacy and/or confidentiality requirements. Entrants agree to indemnify the Promoter for any breach of the Conditions of Entry including this clause.

21. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each entrant and no correspondence will be entered into.
22. The Promoter, its associated agencies and companies and those agencies and companies associated with the Promotion, and each of their respective officers, employees, contractors and agents, will not be liable for any loss (including, without limitation, direct, indirect, special or consequential loss or loss of profits or opportunity), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Promotion, including but not limited to any technical difficulties or malfunction, any theft or unauthorised access or third party interference, any electronic or human error in the administration of the Promotion, any entrant's participation in the Promotion and any winner's (and if applicable, their companion's) acceptance or use of any prize (or recommendation) or any prize (or any portion of any prize) being substituted in accordance with these Conditions of Entry or being otherwise unavailable for any reason, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
23. The Promoter is not the manufacturer of products offered as part of the Promotion (including any food products offered by way of sample), and makes no representation as to the suitability of such products for any person. The exclusion of liability in clause 23 will apply to any loss suffered or incurred by an entrant (and, if applicable, their companion) in relation to such products, including in respect of any allergic reaction experienced in response to a food product.
24. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use and authorise others to use any such marketing and editorial material (including the entrant's name, image, likeness and voice in or in connection with such material) in any manner and media worldwide for an unlimited period of time without further notification, reference or compensation to them.
25. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
26. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.