**New Idea**

**Ageing Well Competition**

(“Promotion”)

**Terms and Conditions**

Information on how to enter and prizes forms part of these terms and conditions. By participating in the Promotion, you agree to be bound by these terms and conditions.

*Entry*

1. The Promotion commences on 2nd October, 2023 and ends 11.59pm AEDT on 30th October, 2023 (“Promotional Period”).
2. Entry is open to Australian residents aged 18 years or older only. Employees of the Promoter and their immediate family and other persons associated with the Promotion are ineligible to enter.
3. **To enter online**: You can enter by going to [www.nowtolove.com.au/](http://www.nowtolove.com.au/)ageingwell and following the prompts to the competition entry page. At the competition entry page, you submit an online entry by completing the entry form (including your full details and tell us in 25 words or less 'How are you living your best life without age being a barrier?’) and uploading a photograph while submitting the entry as instructed during the Promotional Period.
4. One entry per person for the entire promotional period.
5. An entry must not be: (a) late; (b) incomplete; (c) indecipherable; (d) incomprehensible; (e) illegible; (f) unlawful; (g) obscene; (h) defamatory; (i) discriminatory; (j) threatening; (k) pornographic; (l) harassing; (m) hateful; (n) racially or ethnically offensive; (o) capable of encouraging conduct that would be considered a criminal offence; (p) capable of violating any law; or (q) capable of giving rise to civil liability. Any such entry will be ineligible and will be discarded. Any entry that the judges deem otherwise inappropriate will be ineligible and will be discarded.
6. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these terms and conditions or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
7. The Promoter is not responsible or liable for late, lost or misdirected mail enclosing an entry, or an entry not being received by the Promoter for any reason whatsoever.
8. Any costs associated with entering the Promotion, including data costs, are the entrant’s responsibility.
9. The Promotion is a game of skill; chance plays no part in determining the winners. Each entry will be individually judged based on its merit. The judges’ decision will be final and binding on every person who enters. No correspondence will be entered into.
10. Failure to comply with these terms and conditions or any other applicable terms may result in disqualification and/or forfeiture of prizes at the Promoter’s sole discretion.
11. You warrant to the Promoter that your entry is an original work that does not infringe the rights of any person. You warrant that you own or have all necessary licences, rights, consents, and permissions to use and authorize the Promoter to use all trademark, trade secret, copyright, or other proprietary rights in and to your entry to enable inclusion and use of your entry in the manner contemplated by these terms and conditions. If any part of the information provided by you in relation to your entry was provided by a third party, you warrant that you have obtained the relevant copyright permission to submit the entry for the purposes of the Promotion.
12. You warrant that you have obtained the written consent, release or permission of each and every identifiable individual person in your entry (including, if the individual is a child, the child’s parent or legal guardian) to use their name and likeness to enable inclusion and use of your entry in the manner contemplated by these terms and conditions.
13. The Promotion is a game of skill; chance plays no part in determining the winner. Each entry will be individually judged based on its literary, artistic and creative merit. The judges’ decision will be final and binding on every person who enters. No correspondence will be entered into.
14. You indemnify the Promoter against all claims and costs by third parties arising from a breach of the warranties contained in these terms and conditions.
15. You grant to the Promoter an irrevocable, worldwide, and perpetual licence to use your entry in any manner and for any purpose at its absolute discretion, including using your entry in connection with book publication and promotional, marketing or publicity purposes without any further reference or payment or other compensation to you. The Promoter may amend, edit, select, crop, retouch, add to or delete from any part of your entry.
16. The Promoter will not be liable for any breach of copyright in connection with your entry. You will be solely responsible your entry and the consequences of submitting it.
17. The Promoter may use and may permit others to use your entry at its absolute discretion, including in connection with a story or feature on the Promotion to be published in any of its print or digital publications, without further remuneration or reference to you.

*Judging and award of prizes*

1. The judging will be conducted by Julianne Parkinson who is appointed by the Promoter. The best valid entries as determined by the judges may be featured in New Idea.
2. Judging will take place from 6th November 2023 at the Promoter’s address.
3. If, for any reason, the winner does not take the prize at the time stipulated by the Promoter, the prize will be forfeited by the winner and cash will not be awarded in lieu of the prize.
4. If a prize, or part of a prize, is unavailable, the Promoter may substitute an alternative prize to substantially the same recommended retail value and/or specification, subject to any written direction from the various regulatory authorities.

*Prizes*

The best valid entries, as determined by the judges will receive cash prizes as mentioned below –

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Quantity** | **Value** | **Total** |
| Winner | 1 | $500 | $500 |
| Runner up | 2 | $250 | $500 |
|  |  |  | **$1000** |

*TOTAL PRIZE POOL IS VALUED AT UP TO AUD $1000.00.*

1. Only one prize will be awarded per person, per entry.
2. The winners will be notified by email within seven (7) business days of the judging being completed. The winners’ names will be published at [www.prizestolove.com.au/winners](http://www.prizestolove.com.au/winners) for 28 days from 13th November, 2023. If, for any reason, the winner does not take the prize at the time stipulated by the Promoter, the prize will be forfeited by the winner.
3. The prize will be delivered to the nominated address of the winner, provided that address is in Australia. The Promoter is not responsible or liable for any delay or failure in delivery of the prize by a third party or for any damaged caused to the prize during delivery.

*General*

1. The Promoter’s decision in relation to all aspects of the Promotion is final and no correspondence will be entered into.
2. In the event of unforeseen circumstances, war, terrorism, state of emergency, pandemic, or disaster (including but not limited to natural disaster) the Promoter may cancel, terminate, modify or suspend the Promotion.
3. Nothing in these terms and conditions limits, excludes, or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act or similar applicable laws (“Non-Excludable Guarantees”). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its officers, employees and agents) excludes all liability (including negligence) for any: (a) personal injury arising in any way out of the Promotion; or (b) any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of: (i) the Promotion; (ii) any technical difficulties or equipment malfunction (whether or not under the Promoter’s control); (iii) any theft, unauthorised access or third party interference; (iv) 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; (v) any variation in prize value to that stated in these terms and conditions; (vi) any tax liability incurred by a winner or entrant; or (vii) use of the prize.
4. Subject to the Non-Excludable Guarantees, the Promoter makes no representations or warranty as to the quality, suitability, or merchantability of any of the goods or services offered as a prize.
5. The Promoter collects personal information (“PI”) to conduct the Promotion and may disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to regulatory authorities. Entry in the Promotion is conditional on providing this PI. The Promoter will also use and handle PI as set out in its privacy policy, for Australia, is available at <http://www.aremedia.com.au/privacy>. In addition to any use that may be outlined in the Promoter’s privacy policy, the Promoter may also, for an indefinite period, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning you. Entrants' information will also be shared with third parties specified on the Promotion entry form who may contact entrants directly for marketing purposes of their products/services, including but not limited to contact via email, mail and phone. Entrants may choose to opt-out of receipt of marketing communications from such third parties by unselecting the relevant tick boxes at the time of entry. You should direct any request to opt out, access, update or correct PI to the Promoter and direct any complaints regarding treatment of you PI as set out in the Promoter’s privacy policy. All entries become the property of the Promoter.
6. The Promoter is Are Media Pty Limited (ABN 18 053 273 546) of 54 Park Street, Sydney, NSW 2000 (phone: (02) 8268 8000)