

Terms and Conditions of Entry- Nickelodeon Kids' Choice Awards 2011 Voting Competition (Australia)

1. Information on how to enter forms part of these conditions of entry to the Australian Nickelodeon Kids' Choice Awards Voting 2011 Competition.
2. Entry is open to all Australian residents aged between 5 and 15 years of age as at 15 August 2011 who are free to travel between the 6 – 8 October 2011.
3. Employees and immediate families of Nickelodeon Australia and agencies associated with this promotion are ineligible to enter.
4. The competition commences from 12:01am on 15 August 2011 and closes at 11:59pm on 25 September 2011.
5. The Australian Nickelodeon Kids' Choice Awards ("Event") will be held in Sydney on Friday 7 October 2011 at the Sydney Entertainment Centre ("Venue").
6. Entry to this competition is via either of the following two ways

(a) Nickelodeon website

To enter, entrants must:

- i. log onto the Nickelodeon website (www.nickelodeon.com.au) and either:
 1. Register their Nick Name and Password by providing the following information; First name, Last name, Address, State, Postcode, Date of birth, whether they are a girl or a boy, their email address, and some other optional information; or
 2. If the entrant has previously registered their details they are only required to enter their Nick Name and Password in order to enter the Competition, subject to Clause 7.
- ii. Once logged on, entrants will have to vote on all the Australian Nickelodeon Kids' Choice Awards 2011 questions in order to be eligible for entry. Entries are uncapped.

(b) Interactive TV on FOXTEL Digital TV

To enter, entrants must log onto the interactive television application through FOXTEL Digital TV and complete details in the interactive registration form for the Australian Nickelodeon Kids' Choice Awards Voting 2011 competition as follows: First name, last name, and phone number. They must also vote in each category to be eligible for an entry. Entries are uncapped. Standard local call rates apply.

7. It is the responsibility of each entrant to ensure that the details in their Nick Name profile are correct, including without limitation email and postal address details, and no responsibility will be taken by Nickelodeon for any incorrect or out of date information.
8. The competition is one of random draw, and will be drawn manually.
9. There will be 1 major winner ("Major Prize Winner") drawn from the combined entrants and one (1) weekly winner ("Weekly Prize Winner") for each of the 6 prize draws outlined in Clause 11 below.
10. The draw will be held at Nickelodeon offices, 5 Thomas Holt Drive, NSW 2113 on Monday 26 September 2011 at 10am (AEST).

11. Draw dates are as per the schedule below;

Draw number and date range (all 2011, and AEST)	Draw date and time (all 2011 and AEST).
WEEKLY PRIZE DRAW	
1. August 15, 12.01am – August 21 11:59pm	August 22, 10am
2. August 22, 12.01am – August 28 11:59pm	August 29, 10am
3. August 29, 12.01am – September 4 11:59pm	September 5, 10am
4. September 5, 12.01am – September 11 11:59pm	September 12, 10am
5. September 12, 12.01am – September 18 11:59pm	September 19, 10am
6. September 19, 12.01am - September 25 11.59pm	September 26, 10am
MAJOR PRIZE DRAW	
6. August 15, 12.01am – September 25, 11:59pm	September 26th, 11am

12. The judge’s decision is final. No correspondence will be entered into.

13. Winners will be notified by email or mail, and will be announced in the public notices of The Australian on Wednesday 28 September 2011. All reasonable efforts will be taken to contact all prize winners. In the event of any unclaimed prizes, prizes will be distributed in accordance with directions given by relevant state authorities. Due to the nature of the Major Prize (tickets to show), in the event of a major prize winner being non contactable, a redraw will be conducted on the 29 September 2011 at 10am in Nickelodeon’s offices (excluding SA winners). For the runner up prizes, a re draw will be held on 28 December, 2011 at 4pm at Nickelodeon’s offices to distribute any unclaimed prizes subject to any written directions given under Reg 37 of the Lottery and Gaming Regulations, 1993 (SA). For non-contactable SA winners, the travel component of the prize will need to be forfeited. Winners of the redraw will be announced in the public notices of The Australian on Wednesday 4 January 2012 and winners of the redraw will be notified directly in writing.

14. No responsibility will be taken for late or lost entries.

15. If Nickelodeon or its Agent reasonably believes that an entrant has used any method, device, system to interfere with the entry process Nickelodeon may deem any entrant ineligible.

16. The Major Prize Winner will receive the following prize (“Major Prize”)

- Return economy airfares for four (two (2) children and two (2) adults) from nearest airport to Sydney (valued up to \$2,000).
- Two nights accommodation for four (two (2) children and two (2) adults) at a three star hotel in Sydney CBD (valued up to \$550)
- Transfers between Sydney Airport and the hotel as well as between the hotel and the Event (valued up to \$100).
- Entry to the Event for two (2) children and two (2) adults (valued at \$140.00)
- 2 x Nickelodeon goody bags (valued at \$120 each)
- 1 x Flip Mino 3 8GB HD Camcorder (valued at \$177)
- VIP access for two (2) children to the awards including Orange Carpet access (this is a money-can’t-buy opportunity)
- A producer and crew following you around filming footage that will later be shown on air (money-can’t-buy).

Total Major Prize value is: \$3207

17. Each Weekly Prize Winner will receive the following prize (“Weekly Prize”):

- 1 x Apple iPod Touch 8GB (Valued at \$259)

Total Weekly Prize pool value is \$1554

18. Total prize pool value for the competition is \$4761

19. For the major prize, the items listed in point 6 of the terms and conditions above are all the prize includes, and all ancillary costs including passports, meals, additional spending money, are not included as part of the prize and are the responsibility of the winner.
20. If the Major Prize Winner resides within a 2-hour drive or 200km from the Sydney CBD, unless otherwise agreed to by Nickelodeon, airfares will not be included in the prize.
21. The Major Prize may at the absolute discretion of the Promoter be awarded to the winner's parent or guardian.
22. The Major Prize Winner,, their guests and guardians must be available to travel from 6 – 8 October 2011 to be available for the Event (exact dates of travel to be confirmed by the Promoter). Departure dates and any other element of the Major Prize may be varied at the Promoter's absolute discretion.
23. The Major Prize Winner and their guests must be available to attend the Event on 7 October 2011.
24. All elements of the Major Prize and all applicable travel elements (flight and accommodation) must be taken together as a package, and on the specified date and time as outlined by the Promoter. If the Major Prize Winner (for whatever reason) is unable to travel or does not take an element of the Prize within the time stipulated by the Promoter then the Prize will be forfeited and cash will not be awarded in lieu of the Prize.
25. Frequent Flyer points are not available for any of the flights included in the Prize.
26. Airline tickets included in the Prize cannot be used as part payment of another airfare.
27. If the Major Prize Winner and/or their guests determine that travel insurance is required, they will be responsible for arranging and paying for such travel insurance.
28. The Major Prize Winner and their guests must depart from and return to the same point of departure and travel together.
29. The Prize includes the elements outlined above and unless expressly stated in these terms and conditions all other expenses (including all incidental costs including meals, airport and hotel transfers or other related travel costs) will be the responsibility of the Major Prize Winner and their guest. A credit card imprint or cash deposit may be required from the Major Prize Winner and/or their guest at check-in to the hotel for any incidental charges.
30. The Major Prize Winner and any guests aged under 18 must be accompanied by a parent or guardian aged 18 years or over to the Event and at all times during the Event. None of the Promoter, any agencies associated with the competition or the Venue staff or attendees will be responsible for providing supervision at the Event for the Major Prize Winners or their guests.
31. Two of the guests of the Major Prize winner must be aged 18 years or over as at 7 October 2011.
32. Unless expressly stated all other costs and expenses associated with taking the Major Prize become the responsibility of the Major Prize Winner.
33. The Promoter, Venue and Event organizers hereby expressly reserve the right to eject any Major Prize Winner and/or their guests for any inappropriate behaviour, whilst participating in any element of the prize.
34. Notwithstanding Clause 24, the Venue may also impose its own conditions of entry to the Venue and may refuse entry in its own discretion. The Promoter will not be responsible for any refusal of entry made by the Venue.
35. The Major Prize Winners and their guests acknowledge that some activities during the Event at the Venue may involve exposure to artificial slime. The Promoter accepts no responsibility for any additional costs that may be associated with such exposure, including any loss, damage or injury incurred by a Major Prize Winner or their guests, except for any liability which cannot be excluded by law.

36. The Promoter may require the major prize winner and/or their guardian to sign a release form prior to departure.
37. All prize winners and other children participating in the acceptance of any prize (if applicable) will need to provide Nickelodeon with a letter from their parent or guardian giving express permission for them to participate, and a letter from their school principal giving permission for them to miss school in order to participate as per requirements of the Office of the Children's Guardian.
38. The Promoter reserves the right to use all of the winners' names, voices, and likeness for advertising and publicity purposes in any media in perpetuity without additional compensation.
39. The Promoter may record, reproduce, publish, adapt, communicate or otherwise use the Major Prize Winners' and/or their guests' performances, names, voices, and likeness for the purposes of creating or producing any television program or other audio and/or audio-visual material and for advertising and publicity purposes in any media in perpetuity without needing to provide additional compensation.
40. The Major Prize winner and their guests acknowledge that third parties may be filming at the Event, and by entering this competition, agree that such third parties may record, reproduce, publish, adapt, communicate or otherwise use the Major Prize Winners' and/or their guests' performances, name, voice, and likeness for the purposes of creating or producing any television program or other audio and/or audio-visual material and for advertising and publicity purposes in any media in perpetuity without needing to provide additional compensation.
41. The Promoter accepts no responsibility for any additional costs that may be associated with any prize, any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss), any loss, or for any personal injury or death suffered or sustained as a result of any part of the prize, except for any liability which cannot be excluded by law.
42. Prizes are not transferable or redeemable for cash. The Promoter accepts no responsibility for any variation in the value of the prizes. The Promoter reserves the right to substitute any prize for an item of equal or greater value.
43. The Promoter will not be responsible for replacing or retrieving any prize sent to an incorrect address based on incorrect details included in an entrant's entry, or details that have not been updated by an entrant in their Nick Name profile.
44. All entries become the property of Nickelodeon Australia. By entering the competition, each entrant consents to their personal information being entered onto a database. Nickelodeon may use this information in any media for future promotional, marketing and publicity purposes without any further reference, or payment, or other compensation to the entrant.
45. The Promoter is Nickelodeon Australia Management Pty Limited ACN 071 493 340, 5 Thomas Holt Drive, North Ryde, NSW, 2113. NSW Permit No. XXXX ACT Permit No. XXXX
46. These Terms and Conditions are to be construed according to the laws New South Wales, Australia and are subject to the non-exclusive jurisdiction of the courts of that state.