

ONLINE SKILL

THE WEATHER CHANNEL'S "WEATHER WATCHER" COMPETITION TERMS AND CONDITIONS

ENTRY INTO THE COMPETITION

1. Entry into The Weather Channel's "Weather Watcher" competition (the "**Competition**") is open to all residents of Australia who are aged over 18 years. The Promoter is XYZnetworks Pty Limited (ABN: 71 066 812 119) of Level 1, 5 Thomas Holt Drive, North Ryde, NSW 2113 (the "**Promoter**"). Information on how to enter forms part of the terms of entry. Entry into the Competition is deemed acceptance of these terms and conditions.
2. The officers, management and employees (or immediate family of an officer, manager or employee) of the Promoter, the agencies associated with this Competition, FOXTEL, AUSTAR, Optus TV and their related bodies corporate are not eligible to enter.
3. Entries open at 9:00am (AEDT) on Monday 21st March 2011 and close at 11:59pm (AEST) Friday 15th April 2011. Public voting opens 12:00pm midday (AEST) Tuesday 19th April 2011 and closes at 12:00pm midday (AEST) on Friday 29th April 2011 (the '**Competition Period**'). Winners will be announced on Monday 16th May 2011 at 12:00pm midday (AEST).
4. To enter the Competition and be eligible to win, entrants must:
 - (a) Be over the age of 18 years of age;
 - (b) Go to www.weatherchannel.com.au/weatherwatcher/competition;
 - (c) Complete the online entry form; and
 - (d) Upload an original photograph of Australian weather they have taken. The photograph should be a high res jpeg image of no less than 2MB in size;

Visitors to The Weather Channel's Facebook page which will display the photographs submitted as valid entries will then be able to vote for their favourite photograph. The 30 photographs with the highest number of 'likes' at the end of the Competition Period will be selected as finalists. 12 Major Prize winners and 18 Minor Prize winners will be selected from the 30 finalists by the Promoter in accordance with these terms and conditions.

5. Any entries submitted for the "Weather Watcher Photo Competition" 2010 for inclusion in The Weather Channel 2011 calendar will be deemed ineligible.
6. All entries must include the entrant's name, address, postcode, daytime phone number (including area code), mobile phone number (if applicable), email address, date of birth and location of where the photograph was taken to be eligible for entry. Incomplete entries or those with defamatory or offensive content will be ineligible. It is the entrants' responsibility to inform the Promoter if their residential address, email address or phone number changes during the Competition Period.
7. By entering this Competition, each entrant consents to having their photograph, name and State of residence displayed on the gallery on The Weather Channel's Facebook page.
8. All photographs submitted as entries to the Competition must be an original work and must not infringe the copyright or any other rights of any third party. Entrants will retain ownership of copyright in their photographs. By entering this Competition, each entrant:
 - 7.1 grants to the Promoter a non-exclusive, royalty-free worldwide perpetual licence to use, reproduce, publish, distribute, broadcast and communicate to the public their photographs in all forms of media now known or hereafter devised, including but not limited to a calendar

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published by or on behalf of the Promoter. The Promoter shall not be obliged to credit the entrant in respect of the Promoter's use of the entrant's photograph pursuant to this clause; and

7.2 warrants that:

- (a) Their entry (including any photograph) is their own original work and not copied wholly or partly from any other works;
- (b) They own all rights in the photograph submitted and have obtained all necessary clearances and releases; and
- (c) They will indemnify the Promoter against any loss suffered by the Promoter in the event any of the warranties set out in this clause are false.

In the sole discretion of the Promoter, if the Promoter reasonably believes that an entrant has infringed the copyright or any other rights of any third party, that entrant will be disqualified without notice.

9. Only 1 entry per person will be permitted. In the event that an entrant uploads more than 1 entry for the Competition, the Promoter will at its sole discretion accept the first uploaded entry received by the Promoter. The use of any automated software or any other mechanical or electronic means that permits the participant automatically to enter repeatedly is prohibited ("**Repeat Entry Device**"). If the Promoter reasonably believes that an entrant is using any Repeat Entry Device, the Promoter may disqualify that entrant without notice.
10. The cost of accessing Facebook will be dependent on the entrant's individual Internet Service Provider and the Promoter is not responsible for any costs associated with such Internet access or entering the Competition.

PRIZE

11. There are 12 Major Prizes to be won. Each Major Prize consists of:

- 1 x Nikon D3100 DSLR camera, including a 18-55mm VR lense, valued at \$949.00;
- A gift voucher for the Nikon School – Introduction to Digital SLR Photography course, valid for 12 months from the date of issue, valued at \$249.00;
- a 12 month subscription to Better Digital Camera magazine, valued at \$59.80;
- a 12 month subscription to Better Photography magazine, valued at \$59.80; and
- a 12 month subscription to Better Photoshop Techniques magazine, valued at \$59.80

(the "**Major Prize**").

There are 18 Minor Prizes to be won. Each Minor Prize consists of:

- The Weather Channel branded merchandise pack (contents to be selected at the discretion of the Promoter), valued at up to \$50.00.

The Major Prizes and Minor Prizes are collectively referred to as the "**Prize/s**".

The Prizes include delivery to each Prize winner's residential address.

12. The total maximum Prize pool value is \$17,428.80 (12 x Major Prizes valued at \$1,377.40 each and 18 x Minor Prizes valued at \$50.00 each). The Prize values are the recommended retail values as provided by the suppliers and are correct at the time of printing. The Promoter is neither

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responsible nor liable for any change in the value of the Prize occurring between publishing date and date the Prize is claimed. All Prize values are in Australian dollars.

13. The Prizes are not transferable or redeemable for cash. The Prizes or any element of the Prizes cannot be exchanged for any other prize/s. The contents of the Prizes will be at the Promoter's sole discretion. The Prizes are subject to availability and the terms and conditions of the entities supplying the Prize.
14. Each Major Prize winner will be solely responsible for renewing their subscription to Better Digital Camera magazine, Better Photography magazine and Better Photoshop Techniques magazine after the 12 month subscription periods included as part of the Major Prize expires.
15. The gift voucher for the Nikon School included as part of the Major Prizes must be used by Major Prize winners before the date of expiry.

JUDGING AND AWARD OF PRIZE

16. 30 finalists will be chosen based on the number of viewer votes they receive during the Competition Period (the number of 'likes' received by the photo on The Weather Channel's Facebook page). Major Prizes will be awarded to 12 winning entries as judged by the Promoter as the most creative from the 30 finalists, and Minor Prizes will be awarded to 18 runner up entries, at 5 Thomas Holt Drive, North Ryde, NSW 2113 on Monday 9th May 2011 at 11.00am (AEST). Chance plays no part in the selection of the Major Prize and Minor Prize winners. The Prize winners will be notified via phone or email on Monday 9th May 2011 and their names published on The Weather Channel's Facebook page and website from Monday 16th May 2011. The Prizes must be claimed within 30 days of the publication of the Prize winners' names.
17. If a Prize winner cannot be contacted or does not claim the Prize by the stipulated date, then the Prize will be forfeited and a substitute prize will not be offered in lieu of the Prize.
18. Only 1 Prize per household will be awarded.

AGE

19. Entry is not open to anyone under 18 years of age. Entries received from persons under the age of 18 will be deemed ineligible.

GENERAL

20. All entrants agree to provide the Promoter or the Promoter's authorised agent with proof of identity, residency, age and/or proof of entry validity if selected as the Prize winner/s or if reasonably requested by the Promoter or the Promoter's authorised agent. Proof of age, identification, residency and entry considered suitable for verification is at the sole discretion of the Promoter. In the event that a Prize winner cannot provide suitable proof, that Prize winner will forfeit the Prize in whole and no substitute will be offered.
21. No responsibility will be taken by the Promoter, The Weather Channel, FOXTEL, AUSTAR or Optus TV for any changes in dates, times or cancellations or other arrangements that may prevent the Prize winners from winning the Prizes.
22. The Promoter reserves the right, in its absolute discretion, at any time before the awarding of the Prizes to cancel or vary the Competition or to vary or cancel the award of the Prizes including, without limitation, circumstances where in the Promoter's opinion (which it shall form in its absolute

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discretion):

- (a) a Prize winner does not satisfy the Competition entry requirements; or
- (b) the Promoter cannot conduct the Competition or award the Prizes for any reason beyond its control.

23. In the event that the Promoter cancels or varies the Competition or varies or withdraws the Prizes it shall not:
 - (a) be liable to any person for any loss or damage (including loss or damage caused by any negligence) arising out of, or in connection with, such cancellation, variation or withdrawal; and
 - (b) be required to conduct the Competition at any other time.
24. No responsibility will be accepted by the Promoter for late, lost or misdirected entries and all entries are deemed to be received at the time of receipt of the entry into the Promoter's database and NOT time of transmission by the entrant. The Promoter will accept no responsibility for any delays to entry caused by technical disruptions or malfunctions. The Promoter accepts no responsibility for outdated or incorrect contact details or contact details by which the entrant cannot be contacted during business hours on the relevant dates.
25. The Promotion is not sponsored, endorsed, administered by, or associated with, Facebook.
26. The Promoter accepts no responsibility for any Prizes that are damaged, delayed or lost in transit.
27. The Promoter reserves the right to cancel the award of Prize/s to, and/or to disqualify any individual who, as determined in the sole discretion of the Promoter, has breached these terms and conditions or who has otherwise engaged in unlawful or improper conduct that is designed to jeopardise the fair conduct of the Competition.
28. Entrants are advised that their personal information may be disclosed to State and Territory lottery departments and their names as the winner may be published as required under the relevant lottery legislation.
29. A decision of the Promoter in relation to the conduct of the Competition is binding and conclusive and no correspondence will be entered into.
30. Entrants enter the Competition at their sole risk. With the exception of liability which cannot be excluded by law, the Promoter and Facebook shall not be liable for any loss or damage which is suffered (including but not limited to indirect or consequential loss) or for personal injury suffered or sustained as a result of taking or using the Prize or entering the Competition.
31. All entries (excluding photographs submitted by entrants) become the property of the Promoter and may be communicated to the public by the Promoter or used for promotional purposes, subject to the Promoter's privacy policy which is available at www.weatherchannel.com.au. By entering the Competition, the Prize winners agree to the use of their name, likeness and image without compensation.

If you require any further entry details please write to XYZnetworks Pty Limited (ABN: 71 066 812 119) at GPO Box 2692 Sydney NSW 2001.