**Walking With The Weekly Competition – The Australian Women’s Weekly**
**(“Promotion”)**

**Terms and Conditions**

1. 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 01/08/24 at 12:01 am AEST and ends at 11:59 pm AEST on 30/09/2024 (“Promotional Period”).
2. Entry is open to Australian residents aged 18 years and over. Employees of the Promoter and their immediate family and other persons associated with the Promotion are ineligible to enter.
3. The Promotion consists of eight (8) weekly draws. There will be one (1) draw conducted for the entries received each week of the Promotional Period for a total of 8 weeks (“Weekly Draws”). Entries will open at 12:01am AEST and close at 11:59pm AEST on the dates specified in Table A. Non-winning entries in each Weekly Draw will automatically be entered into any subsequent Weekly Draw(s).

**Table A**

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| --- | --- | --- | --- |
| **Draw** | **Entries Open**  | **Entries Close**  | **Draw Date** |
| **1** | 01/08/2024 | 07/08/2024 | 12/08/2024 |
| **2** | 08/08/2024 | 14/08/2024 | 19/08/2024 |
| **3** | 15/08/2024 | 21/08/2024 | 26/08/2024 |
| **4** | 22/08/2024 | 28/08/2024 | 02/09/2024 |
| **5** | 29/08/2024 | 04/09/2024 | 09/09/2024 |
| **6** | 05/09/2024 | 11/09/2024 | 16/09/2024 |
| **7** | 12/09/2024 | 18/09/2024 | 23/09/2024 |
| **8** | 19/09/2024 | 30/09/2024 | 01/10/2024 |

1. To enter, individuals must, during the Promotional Period, visit https://www.womensweekly.com.au/WIN and complete the sign-up form for the 30-day Walking Challenge by completing all the mandatory fields as instructed on the page including their email address, first name, last name and contact number.
2. Entrants must possess appropriate levels of fitness, health, skill, balance, dexterity and other personal characteristics so as to be able to safely undertake the 30-day Walking Challenge. Entrants must carefully assess the levels of fitness, health, skill, balance, dexterity and other personal characteristics required of them to take part. Entrants must immediately withdraw from the 30-day Walking Challenge if they may not satisfy any of the required levels of fitness, health, skill, balance, dexterity or other personal characteristics.
3. Limit one (1) sign-up/entry per person and email address.
4. An entry must not be: (a) late; (b) incomplete; (c) indecipherable; (d) incomprehensible; (e) illegible; or (f) unlawful. Any such entry will be ineligible and will be discarded. Any entry that the Promoter deems otherwise inappropriate will also be deemed ineligible and will be discarded.
5. 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. In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
6. The Promoter is not responsible or liable for late, lost or misdirected entries, or an entry not being received by the Promoter for any reason whatsoever.
7. Any costs associated with entering the Promotion, including data costs, are the entrant’s responsibility.

**Draw and award of prize**

1. The draws will take place at Greeneagle Distribution and Fulfilment, Unit 5/9 Fitzpatrick Street, Revesby NSW 2212 at 11:00am AEST on the dates listed in Table A.
2. On the draw dates, the Promoter will conduct a random draw to determine the winner from valid entries. The Promoter will also draw reserve winners in the event an original drawn winner is invalid or ineligible. If this process does not result in all prizes being awarded, the remaining prize will be awarded in the unclaimed prize draw as set out below.
3. The first five (5) valid entries drawn from all valid entries received by each draw date will win the following prize:
* **1x Priceline Digital Gift Card valued at $100.00 AUD.**

THE TOTAL PRIZE POOL IS VALUED AT AUD $4,000 (including GST).

1. Limit one (1) prize will be awarded per person.

The winners will be notified in writing within 7 business days of each draw using the contact details provided in their entry.

1. The winner must take the prize as offered. The prize, or any unused portion of the prize, is not exchangeable and cannot be redeemed as cash. The prize cannot be used in conjunction with any other special offer.
2. If, for any reason, the winner does not take the prize (or is unable to) at the time stipulated by the Promoter, the prize will be forfeited by the winner and Promoter is not obliged to substitute the prize.
3. 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.
4. If necessary, an unclaimed prize draw will be held on the date specified in Table C at the same time and place as the original draw in order to distribute any unclaimed prize(s), subject to any directions from a regulatory authority. A winner from this draw, if any, will be notified in writing using the contact details provided in their entry within 7 business days.

**Table C**

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| --- | --- |
| **Draw** | **Re-Draw Date** |
| **1** |  09/09/2024 |
| **2** |  16/09/2024 |
| **3** |  23/09/2024 |
| **4** |  30/09/2024 |
| **5** |  07/10/2024 |
| **6** |  14/10/2024 |
| **7** |  21/10/2024 |
| **8** |  28/10/2024 |

**Prizes**

1. The prize will be delivered to the nominated email address of the winner. The Promoter is not responsible or liable for any delay or failure in delivery of the prize by a third party or for any damage caused to the prize during delivery.
2. The prizes do not include any ancillary costs associated with redeeming the prize, which are the responsibility of the winner.
3. The prize is subject to the standard terms and conditions of individual prize and service providers.
4. The winners will be contacted via phone, email or writing to organise the prize to be sent out at the end of each promotional period, within 28 days of each draw.

**General**

1. The Promoter’s decision in relation to all aspects of the Promotion is final and no correspondence will be entered into.
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.
3. Valid and eligible entries will be accepted during the Promotional Period.
4. Subject to the unclaimed prize draw clause, If the winner chooses not to take their prize (or is unable to), or does not take or claim a prize within a reasonable time, as specified by the Promoter, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize.
5. No entry fee is charged by the Promoter to enter the Promotion. Where entry is allowed online, there is no additional cost to enter the Promotion other than any cost paid by the entrant to access the website or social media platform of entry via their Internet service provider.
6. The prize will be awarded to the person named in the 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.
7. In the event of unforeseen circumstances, war, terrorism, state of emergency or disaster (including but not limited to natural disaster) the Promoter may, subject to relevant state and territory rules and regulations, cancel, terminate, modify or suspend the Promotion.
8. 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.
9. 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.
10. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of the prize, if the Promoter determines in their absolute discretion, that a winner is not in the physical or mental condition necessary to be able to safely participate in or accept the prize. It is a condition of accepting the prize that the winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving the prize.
11. The Promoter reserves the right to disqualify entries and entrants in the event of non-compliance with these Conditions of Entry or where the Promoter has reason to believe that the entrant has engaged in unlawful or other improper conduct calculated to jeopardize the fair and proper conduct of the Promotion. In the event that there is a dispute concerning the conduct of the Promotion or claiming a prize, the Promoter will resolve the dispute in direct consultation with the complainant/entrant/winner. If the dispute cannot be resolved the Promoter’s decision will be final.
12. 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, which 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. 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.
13. 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.
14. The winner(s) 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 any such marketing and editorial material without further reference or compensation to them.
15. The Promoter is Are Media Pty Limited (ABN 18 053 273 546) of 54 Park Street, Sydney, NSW 2000 (phone: (02) 9282 8000).
16. By entering this competition, you give Are Media permission to share your shipping details with our fulfillment partner Greeneagle Distribution and Fulfilment, who will be facilitating the send-out of prizes.
17. Authorised under permit number: ACT: TP/XXXX.