**Magshop Christmas 2024 Competition**

(“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 21st October 2024 at 12:01am (AEST/AEDST) and ends at 11.59 PM (AEST/AEDST) on 31st January 2025 (“Promotional Period”).
2. You must be aged 18 years or over to enter. Entry is open to Australian and New Zealand residents only. Employees of the Promoter and their immediate family and other persons associated with the Promotion are ineligible to enter.
3. To enter, individuals must during the Promotional Period either: subscribe or renew their subscription to one (1) or more magazine titles available on Magshop or purchase one (1) or more products on Magshop. Customers who auto renew their subscription during the promotional period will also be automatically included.
4. All Payments for a subscription, renewal, product purchase can be made online at [www.magshop.com.au](http://www.magshop.com.au) / [www.magshop.co.nz](http://www.magshop.co.nz) , or via the Magshop Customer Service Number (136 116/ 0800 624 7467) or via mail for participating magazines. There is no cost associated with contacting Magshop Customer Service via phone, email or online.
5. One entry permitted per order confirmation and in accordance with the entry requirements.
6. 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 be ineligible and will be discarded.
7. 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.
8. 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.
9. Any costs associated with entering the Promotion, including data costs, are the entrant’s responsibility.
10. For the purpose of this promotion the subscription gift donor/s (i.e. person buying the subscription), will be entered into the draw. Third (3rd) party subscriptions (i.e. whereby a person’s subscription is paid for by a corporate body) and free subscriptions will be deemed invalid.

*Draw and award of prize*

1. The draw will take place at Greeneagle Distribution and Fulfilment, Unit 5/9 Fitzpatrick Street, Revesby NSW 2212 on 7th February 2025 at 11.00am AEST/AEDST.
2. On the draw date, the Promoter will conduct a random draw to determine the winner(s) from valid entries. The Promoter will also draw reserve winners in the event an original drawn winner(s) is invalid or ineligible. If this process does not result in all prizes being awarded, the remaining prize(s) will be awarded in the unclaimed prize draw as set out below.
3. In the case the first (1) valid entry drawn from all valid entries is located in Australia or New Zealand, the winner will receive the following prize:

$50,000 AUD

THE TOTAL PRIZE POOL IS VALUED AT UP TO AUD$50,000.00 (including GST).

1. The winner will be notified by telephone and via email within seven (7) business days of the draw using the contact details provided in their entry. The winner’s last name, first initial and postcode will be published online at [www.magshop.com.au](http://www.magshop.com.au) for 30 days from the notification date on 14th February 2025.
2. The winners must take the prize as offered. The prize cannot be used in conjunction with any other special offer.
3. If necessary, an unclaimed prize draw will be held on 2-May-25 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 seven (7) business days of the unclaimed prize draw and their last name, first initial and postcode will be published on [www.magshop.com.au](http://www.magshop.com.au) for 30 days from 9-May-25.

*Prizes*

1. The prize will be awarded to the subscription purchaser and not the gift recipient.
2. The prize will be delivered to the purchaser's residential address as provided during the checkout process at the time of purchase, provided that address is in Australia or New Zealand.
3. 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.
4. The prize does not include any ancillary costs associated with redeeming the prize, which are the responsibility of the winner.
5. In accepting the prize, the winner acknowledges that they may incur ongoing costs associated with the prize that are the responsibility of the winner.
6. **Cash:** Cash prizes will be awarded in the form of a cheque or bank transfer based on the available services in the country that the winner resides.

*General*

1. The products and subscriptions sold on Magshop are direct products published and distributed by Are Media Pty Ltd.
2. The Promoter’s decision in relation to all aspects of the Promotion is final and no correspondence will be entered into.
3. 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.
4. 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.
5. 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.
6. 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.
7. The Promoter is Are Media Pty Limited (ABN 18 053 273 546) of 54 Park Street, Sydney, NSW 2000 (phone: (02) 9282 8000).
8. Authorised under permit numbers: NSW: TP/00018, ACT: TP 24/01789, SA: T24/1373.