**Take 5 Summer Cash Splash**

(“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 at 02:00AM AEST on 19/12/2024 and ends at 11:59PM AEST on 27/01/2025 (“Promotional Period”).
2. You must be aged 18 years or over to enter. Entry is open to Australian and New Zealand residents who purchase a copy of Take 5 issues 52, 1 or 2, or Lucky Break issues 51, 1 or 2. Employees of the Promoter and their immediate family and other persons associated with the Promotion are ineligible to enter. "Immediate family" means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
3. **To enter online**: You can enter by going to https:///www.nowtolove.com.au/take5summercashsplash and following the prompts to the promotional entry page. At the Promotion entry page, you can submit an online entry by completing the entry form (including your full name, mailing address, email address and daytime telephone number and any other details requested) and submitting the entry as instructed during the Promotional Period.
4. Only one entry per person will be permitted
5. 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 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. 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 entrant. If the dispute cannot be resolved the Promoter’s decision will be final.
7. 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.
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. Any questions or comments regarding the Promotion must be directed to the Promoter.

*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 03/02/2025 at 11:00 AM AEST.
2. On the draw date, the Promoter will conduct a random draw to determine the winner from all valid entries received. The Promoter may also draw reserve winners in the event an original drawn winner is invalid or ineligible. If this process does not result in the prize being awarded, the remaining prize will be awarded in the unclaimed prize draw as set out below.
3. The first 4 (four) valid entries drawn from all valid entries received will win the following prize(s):

1 x cash prize valued at AUD$2,000.

The TOTAL PRIZE POOL IS VALUED AT AUD$8,000 (including GST).

1. If a draw is scheduled on the weekend or a public holiday, the draw will be conducted at the same time and location on the following business day. The Promoter will ensure each draw is open for public scrutiny and anyone may witness the draw on request. The winner of a drawn prize is determined by chance.
2. Some prizes may not be available or may be prohibited in New Zealand under New Zealand law. In that case, prizes will be offered to an equivalent New Zealand dollar value either in cash, vouchers or as a prize determined by the Promoter in its absolute discretion.
3. The winners will be notified by telephone and in writing within 7 days of the draw using the contact details provided in their entry. The winner’s first initials, last names and postcodes will be published at https://www.prizestolove.com.au/winners for 28 days from 10/02/2025.
4. The winner must take the prize as offered. The prize, or any unused portion of the prize, is not exchangeable. The prize cannot be used in conjunction with any other special offer unless otherwise stated in writing.
5. It is a condition of accepting the prize that a winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize.
6. If, for any reason, the winner does not take the prize (or part of the prize) prior to 06/04/2025, the prize (or that part of the prize) will be forfeited by the winner and cash will not be awarded in lieu.
7. If necessary, an unclaimed prize draw will be held on 07/04/2025 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 days of the unclaimed prize draw and their first initial, last name and postcode will be published at https://www.prizestolove.com.au/winners for 28 days from 28/01/2025.
8. If there are no prize winner/s or winner/s for this Promotion cannot be found, this information will be published at https://www.prizestolove.com.au/winners.

*Prizes*

1. Unless otherwise stipulated, the prize will be delivered to the nominated address of the winner, provided that address is in Australia or New Zealand. 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.
2. The prize does not include any ancillary costs associated with redeeming the prize, which are the responsibility of the winner.
3. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Terms and Conditions in the event of any inconsistency. To the extent permitted by law the Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Terms and Conditions or otherwise.
4. Cash prizes: A letter will be sent to the winner advising to visit a secure website, where their bank details are requested to fulfill their cash prize via bank transfer. Should the prize winner decline to provide their bank information the winner can opt to receive a gift card instead of a direct deposit. The winner will be presented with a variety of gift cards to the value of the cash prize to select from.

*General*

1. The Promoter’s decision in relation to all aspects of the Promotion is final and no correspondence will be entered into.
2. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.
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. For the sake of clarity, this clause shall not apply where the Promoter has contributed to or caused any personal injury, loss or damage (in which case the Promoter’s liability is limited to the minimum allowable by law).
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, which, for Australia, is available at http://www.aremedia.com.au/privacy and, for New Zealand, is available at http://www.aremedia.co.nz/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. For New Zealand entrants, under the Privacy Act 1993, you have the right to access and request the correction of any PI held by the Promoter. You should direct any request to opt out, access, update or correct PI to the Promoter and direct any complaints regarding treatment of your PI as set out in the Promoter’s privacy policy. All entries become the property of the Promoter.
6. 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.
7. The Promoter in Australia and New Zealand is Are Media Pty Limited (ABN 18 053 273 546) of 54 Park Street, Sydney, NSW 2000 (phone: (02) 8268 8000).

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