

Super Voter 2022 - Terms & Conditions

Super Voter is offered as a free game to all entrants, and is not to be used in connection with any form of gambling or the promotion of gambling. Nationwide News Pty Limited ACN 008 438 828 (“**Nationwide News**”) reserves the right to limit the number of entrants in Super Voter at any time for any reason.

By registering and participating, users agree to be bound by these terms and conditions.

1. ENTRY REQUIREMENTS

- 1.1. Entry to the competition is open to AU residents aged 18 years or over only.
- 1.2. Employees of, or contractors to Nationwide News or any of its related companies, game sponsors or any of the associated agencies involved with this competition, including the members of the immediate family of such employees and contractors, are ineligible to enter.
- 1.3. All employees, contractors, members, associates or similar of the Australian Electoral Commission and registered political parties, including the members of the immediate family of such employees, contractors, members, associates or similar, are ineligible to enter.

2. TERM OF COMPETITION

- 2.1. Super Voter will be conducted in the lead up to the Australian Federal Election in 2022. The competition period commences at 9:00AM (AEST) on 23/04/2022 and ends at 11:59PM (AEST) on 20/05/2022 (“**Closing Date**”).

3. HOW TO ENTER

REGISTRATION

- 3.1. To enter, entrants must:

- (i) be a registered user or a subscriber/member of the news+ network, including:
 - A. news.com.au;
 - B. dailytelegraph.com.au;
 - C. heraldsun.com.au;
 - D. couriermail.com.au;
 - E. adalaidenow.com.au (the Advertiser);
 - F. theaustralian.com.au;
 - G. themercury.com.au;
 - H. geelongadvertiser.com.au;
 - I. cairnspost.com.au;
 - J. goldcoastbulletin.com.au;
 - K. townsvillebulletin.com.au;
 - L. thechronicle.com.au;
 - M. ntnews.com.au; or
 - N. skynews.com.au,
 - O. weeklytimesnow.com.au

and must maintain their status as a registered user or a subscriber/member throughout the duration of the competition period and until the winners are determined in accordance with section 4 (“**news+ network User**”); and

- (ii) complete all 151 predictions on the Super Voter online interactive, available at either:
 - A. news.com.au/national/federal-election/results?supervoter;
 - B. dailytelegraph.com.au/news/national/federal-election/results?supervoter;
 - C. heraldsun.com.au/news/national/federal-election/results?supervoter;
 - D. couriermail.com.au/news/national/federal-election/results?supervoter;
 - E. adalaidenow.com.au/news/national/federal-election/results?supervoter (the Advertiser);
 - F. theaustralian.com.au/federal-election-2022/results?supervoter;
 - G. themercury.com.au/news/national/federal-election/results?supervoter;
 - H. geelongadvertiser.com.au/news/national/federal-election/results?supervoter;
 - I. cairnspost.com.au/news/national/federal-election/results?supervoter;
 - J. goldcoastbulletin.com.au/news/national/federal-election/results?supervoter;
 - K. townsvillebulletin.com.au/news/national/federal-election/results?supervoter;
 - L. thechronicle.com.au/news/national/federal-election/results?supervoter;

M. weeklytimesnow.com.au/news/national/federal-election/results?supervoter;
N. ntnews.com.au/news/national/federal-election/results?supervoter; or
O. skynews.com.au/australia-news/federal-election/election-results?supervoter

- 3.2. Any individual who has complimentary access to any of the sites above but who is not a registered user, subscriber/member of the relevant site directly (e.g. where access is granted as a result of a person's subscription to another site or service) is not eligible to enter unless they become a registered user or a subscriber/member of the relevant site directly. As a registered user, subscriber/member you will also be bound by the relevant terms and conditions of use (which can be found at the website where you completed your registration).
- 3.3. There are no charges for registration and participation in the game is free.

PARTICIPATION

- 3.4. Once registered as a news+ network User, entrants will receive their personalised Super Voter page, where they are required to:
- (i) participate in the prediction of the final elected members of each of the 151 seats available in the House of Representatives for the Australian Federal Election 2022.
- 3.5. Predictions must be submitted for all of the 151 seats.
- 3.6. Pre-populated electoral candidate data may be subject to change throughout the term of the competition as the details of candidates are finalised. Entrants should regularly review and update their predictions as the competition progresses, and as candidate information is finalised, to ensure that they have made their predictions based on the most accurate data.
- 3.7. Entrants may, at any time during the competition period, change their predictions for one or more of the 151 seats, up until the Closing Date. The last received predictions up to the Closing Date will be taken as final. Where any change is made to a prediction, the time that the change is submitted will become the time of the entry in the Super Voter competition.
- 3.8. Entrants can only have one (1) unique registration, therefore are only able to enter the competition with one (1) entry. Under no circumstances can entrants create two or more entries in Super Voter.
- 3.9. Any registration that fails to provide all required information (or if Nationwide News believes any such information to be false) may be disqualified. Nationwide News assumes no responsibility for incomplete, late or misdirected entries, or entries received through impermissible or illegitimate channels or for failed, partial or garbled computer transmissions, or for technical failures of any kind. Nationwide News reserves the right to disqualify any entrant submitting an entry which is not made in accordance with the terms of these terms and conditions or who does not abide by the Web Site terms and conditions.
- 3.10. Super Voter accounts are not transferable. Entrants must not purport to or offer to transfer or sell any account.

SCORING OF POINTS

- 3.11. Throughout the competition period, entrants must submit predictions on whom they think will be elected in each of the 151 seats available in the House of Representatives in the Australian Federal Election 2022.
- 3.12. For each correct prediction, entrants will be awarded one (1) point, up to a maximum of 151 points.

BONUS FLASH ONE (1) MONTH FREE TRIAL OFFER

- 3.13. Entrants that submit all 151 seat predictions by the Closing Date, will receive an email with a redemption code for a one (1) month free trial offer to Flash (<https://flashnews.com.au/>) and by entering this competition, entrants consent to receiving this email offer.
- 3.14. After one (1) month free trial period ends, Flash subscription will be auto-renewed at \$8/mth, unless cancelled prior to the end of the free trial period.
- 3.15. Offer available to new Flash customers only. Redemption code must be redeemed before 11:59PM (AEST) on 31/05/2022. Offer not available via third party billing or in conjunction with other Flash offers. One (1) redemption per person. Flash is available for use in Australia only.
- 3.16. Offer is subject to additional conditions as specified by Flash and is not transferable, exchangeable or redeemable for cash.
- 3.17. If the offer is withdrawn for any reason beyond Nationwide News' control, the offer is forfeited and no cash or alternative offer will be substituted.

4. DETERMINATION OF WINNER

- 4.1. The participant who submits the highest number of correct predictions for the competition will be declared the winner.

- 4.2. The winner will be determined at 10:00AM (AEST) on the Wednesday following the final polling results for the House of Representatives for all 151 electorates (including all poll recounts or disputes) being published by the Australian Electoral Commission.
- 4.3. Winner determination is contingent on the completion of all polling counts being finalised, including any recounts or disputes, and may be subject to change depending on the Australian Federal Election results.
- 4.4. The determination of the winner will take place at 2 Holt St, Surry Hills, Sydney 2010, and will be conducted by a representative of Nationwide News.
- 4.5. Nationwide News' decision is final and no correspondence will be entered into. Any dispute regarding the conduct of the promotion or the claiming of a prize and its outcome will be determined between Nationwide News and the disputing entrant.

5. TIE-BREAKING

- 5.1. In the event of a tie between two or more eligible entrants who have an equal number of correct predictions, the prize will be awarded to the entrant whose valid and unchanged correct entry was received by us first in time (where each change to an entry counts as a later entry replacing the earlier entry), as determined by Nationwide News. If a clear winner still cannot be determined using this method, all tie-breaking entrants will compete in an electoral quiz provided by Nationwide News to determine the final winner.

6. PRIZES

- 6.1. The winner will receive:
 - (i) a trophy, valued at \$2,000 (inc GST); and
 - (ii) an automatic BYD Atto 3 electric car, 2022 model, valued at \$47,990 (inc GST) and home charger installed valued at \$2,000 (inc GST), inclusive of:
 - A. 12 months compulsory third party insurance, registration, and stamp duty;
 - B. AC & DC Charging capabilities;
 - C. Panoramic Sunroof;
 - D. Roof rails;
 - E. Electrically heated and adjustable exterior mirrors;
 - F. Electric Power assist steering system;
 - G. 5 inch digital instrument panel;
 - H. 60/40 split fold rear seats;
 - I. Bluetooth;
 - J. 12.8 inch rotating touch screen display;
 - K. Wireless phone charger;
 - L. Keyless entry;
 - M. Alloy Wheels; and
 - N. Front Wheel Drive,with a total value up to \$49,990 (inc GST).
- 6.2. The total maximum value of the prizes is \$51,990 (inc GST).

PRIZE DELIVERY AND RESTRICTIONS

- 6.3. Entrants acknowledge that the vehicle element of the prize is not yet available in Australia for delivery, however, the vehicle is anticipated to become available in Australia from July 2022. The prizes are subject to any additional terms and conditions specified by the prize supplier/s. Entrants must provide a postal address for delivery of the prizes. Prize delivery may be delayed due to shipping, supply or other unforeseen issues. The prize supplier/s will update the winner as soon as practicable in the event of any delays or other related prize delivery issues.
- 6.4. Nationwide News accepts no responsibility for any variation in prize value.
- 6.5. Winners may nominate which colour car they wish to receive, subject to availability. Nationwide News will not be liable in any way if a winner does not receive the car colour of their choice, for whatever reason.
- 6.6. The vehicle element of the prize does not include any insurance or accessories not specified. All on-going costs relating to the prize are the responsibility of the winner, including (but not limited to) power usage, servicing, registration renewal or repairs.
- 6.7. EVDirect.com.au will attempt to contact the winner within 3 business days of the prize winner being sent notification of their win, and liaise directly with the winner to complete relevant paperwork, and arrange

pick-up/delivery of the vehicle. EVDirect.com.au will arrange at their own expense, delivery of the prize to the winner.

- 6.8. The winner must provide all information and sign all documentation necessary to enable Nationwide News to register the vehicle in the name of the winner prior to prize delivery.
- 6.9. To be eligible to claim the vehicle, the winner must be capable of obtaining registration of the vehicle in his or her name in accordance with the applicable legislation in the state or territory in which the vehicle is collected. If the winner is, through any legal incapacity or otherwise, unable to register the vehicle in his or her name then he or she may, notwithstanding any other paragraph of these conditions, assign the vehicle to another person with legal capacity for the purpose of registration of the vehicle. The prize is otherwise not exchangeable and cannot be redeemed for cash.
- 6.10. If a prize is unavailable for any reason, Nationwide News may substitute for that prize another item of equal or higher value as determined by Nationwide News, subject to the approval of the relevant gaming authorities if required.
- 6.11. Entrants may be required to provide proof of identity, proof of age and proof of residency to Nationwide News prior to prize delivery. Identification considered suitable for verification is at Nationwide News' discretion.

7. WINNER NOTIFICATION AND PUBLICATION

- 7.1. The winner will be notified by email, using the details provided in their registration, within one week following the final polling results (including all poll recounts or disputes) being published by the Australian Electoral Commission.
- 7.2. The name and state of the winner will be published for a period of 28 days on the news+ network websites within one week following the final polling results (including all poll recounts or disputes) being published by the Australian Electoral Commission.
- 7.3. Nationwide News is not responsible for and shall not be liable for late, lost, misdirected or unsuccessful efforts to notify the winner.

8. UNCLAIMED PRIZES

- 8.1. If the prize is still unclaimed or forfeited after three months from the date that the Australian Electoral Commission announces the results of the Australian Federal Election 2022, then Nationwide News will re-award the prize to the participant who submitted the next highest number of correct predictions for the competition period at News Corp Australia, 2 Holt Street, Surry Hills NSW 2010.
- 8.2. The unclaimed prize winner will be notified by email, using the details provided in their registration. Winner will be published the news+ network websites one week after the unclaimed prize is re-awarded for a period of 28 days.

9. MARKETING AND PROMOTIONAL ACTIVITY

- 9.1. The winner must as a condition of being awarded a prize, at Nationwide News', or any of its related companies' request, participate in any marketing and promotional activity (such as publicity and photography) in relation to winning any prize, free of charge, and consent to Nationwide News and any of its related companies using their name and image in any promotional material.

10. TAX STATEMENT

- 10.1. Nationwide News accepts no responsibility for any tax implications that may arise from accepting the prizes. Independent financial advice should be sought. Where the operation of this competition results in, for GST purposes, supplies being made for non-monetary consideration, entrants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market value.

11. EXCLUSION OF LIABILITY

- 11.1. To the extent permitted by law, Nationwide News and its related companies are not liable for any loss suffered or sustained to person or property and including, but not limited to, consequential (including economic) loss, by reason of any act or omission, deliberate or negligent, by Nationwide News or any of its related companies or their respective servants or agents, in connection with the arrangement for supply, or the supply or failure to supply, of any goods or services by any person to entrants or the prize winner (including, without limitation, the unavailability of any websites). The winner must sign and return any liability release provided by Nationwide News as a condition of any prize being awarded.

Failure to return the signed releases will result in the entitlement to the prize being forfeited and the determination of another winner.

- 11.2. Nothing in these terms and conditions affects, nor is intended to affect, any rights a consumer might have which are not able to be excluded under applicable Australian consumer protection laws. To the fullest extent permitted by law, any liability of Nationwide News or its servants or agents for breach of any such rights is limited to the supplying of the relevant goods or services again.

12. GENERAL CONDITIONS

- 12.1. Nationwide News, its employees, officers, agents, and its related companies, are not responsible for and shall not be liable for:

- (i) any condition caused by events beyond the control of Nationwide News or its related companies that may cause the game to be disrupted or corrupted;
- (ii) any injuries, losses, or damages of any kind caused by a prize or resulting from acceptance, possession, use, or misuse of a prize, or from participation in the game or downloading material from the website hosting the competition; or
- (iii) any printing or typographical errors in any materials associated with the competition.

- 12.2. Nationwide News reserves the right, in its sole discretion, subject to obtaining the permission of the relevant gaming authorities, to cancel or suspend the competition, should virus, bugs, unauthorised human intervention, or other causes beyond the control of Nationwide News, in its sole opinion, corrupt the administration, security, fairness, integrity, or proper operation of the game or to disqualify any entrant who engages in offensive, illegal or objectionable conduct. Nationwide News reserves the right in its sole discretion to disqualify any individual who tampers with the entry process. Nationwide News reserves the right in its sole discretion to amend these terms and conditions, or the operation of the game, at any time as a result of any unforeseen events or circumstances, or any causes beyond the control of Nationwide News.

- 12.3. Entrants can only access and use Super Voter for the purpose of participating in the competition, and not for any other purpose. Without limiting the above, entrants must not: (i) use any data mining or similar data gathering tools; (ii) make copies, electronic or otherwise of any of the content available through the competition ("Super Voter Content"); (iii) provide or otherwise communicate any of the Super Voter Content by electronic or other means to any other person; (iv) distribute or display any Super Voter Content, including on any electronic network or any other platform; (v) alter or change any part of the Super Voter Content; or (vi) create any derivative works based on the Super Voter Content. Nationwide News reserves the right in its sole discretion to disqualify any individual who breaches any of these requirements.

- 12.4. The Super Voter game is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants are providing their information to Nationwide News and not to Facebook. Entrants completely release Facebook from any and all liability.

- 12.5. Nationwide News and its related companies collect information about you, including for example your name and contact details which you provide when registering or using our services as well as information from data houses, social media services, our affiliates and other entities you deal or interact with for example by using their services. We collect and use that information to provide you with our goods and services, to promote and improve our goods and services, to provide you with targeted advertising based on your online activities, for the purposes described in our Privacy Policy and for any other purposes that we describe at the time of collection. We will not use the content of any competition entries (being the political predictions) for any purpose other than administering this competition and creating aggregated information for editorial content or related purposes. We may disclose your information to our related companies, including those located outside Australia as described in our Privacy Policy. Any of us may contact you for those purposes (including by email and SMS) at any time. We may also disclose your information to our service and content providers, including those located outside Australia. The Privacy Policy sets out the locations outside Australia to which your information may be transmitted, or accessed from. The policy also explains that if you do not provide us with information we have requested from you, we may not be able to provide you with the goods and services you require. Further information about how we handle personal information, how you can complain about a breach of the Australian Privacy Principles, how we will deal with a complaint of that nature, how you can access or seek correction of your personal information and our contact details can be found in our Privacy Policy <http://www.newscorpaustaliaprivacy.com/>.

- 12.6. By accessing and using the competition, you consent to your personal information being used for the purposes set out above.
- 12.7. By marking the "opt-in" boxes on the registration form you consent to the disclosure by Nationwide News to the company indicated and that company's storage and use of your personal information for the purposes as set out next to the opt-in boxes.
- 12.8. The promoter is Nationwide News Pty Limited of 2 Holt Street, Surry Hills NSW 2010. ABN: 98 008 438 828. Phone: (02) 9288 3000.
- 12.9. Authorised under NSW Authority Number: TP/01005 and ACT Permit Number: TP 22/00767.