# Terms & Conditions: Lovatts Magazines & Crumble Subscribe to Win Competition

# Game of chance promotion

### 1. STANDARD TERMS

1.1 Information on how to redeem this offer forms a part of the offer. Subscription and payment are deemed as acceptance of these Terms and Conditions.

## 2. WHO CAN ENTER

- 2.1 Entry is only open to residents of Australia and New Zealand, over the age of 18, who purchase a subscription to Breathe Magazine Australia or Mindful Puzzles during the Competition Period. To be entered, subscriptions must be purchased directly with Lovatts Media by phone or via Lovatts Media's subscription websites, or through a third-party subscription website. These include: LovattsMagazines.com.au, LovattsMagazines.co.nz, LovattsPuzzles.com, Isubscribe.com.au or MagShop.com.au.
- 2.2 Directors, management, employees, and their immediate families of Lovatts Media Pty Ltd (Lovatts Media) and their associated agencies and companies are not eligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child, or stepchild (whether by natural or by adoption), parent, stepparent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother, stepsister or first cousin.

### 3. HOW TO ENTER

3.1 The promotion period begins on Monday, the 13<sup>th</sup> of January 2025 at 12:00pm (AEDT) and concludes on Monday, the 14<sup>th</sup> of July 2025 at 11:59am (AEST) ("Competition Period"). The Competition Period will open and close with each magazine's subscription deadlines as per the below schedule. Entrants are required to subscribe to the title within its open and close times to be in the draw.

MAGAZINE TITLE	ISSUE NUMBER	COMPETITION OPENS	COMPETITION CLOSES
Breathe	49, 50 & 51	12.00pm AEDT 13/01/2025	11.59am AEST 14/07/2025
Mindful Puzzles	39 & 40	12.00pm AEDT 13/01/2025	11.59am AEST 14/07/2025

3.2 Prize will be drawn on Tuesday, the 15<sup>th</sup> of July 2025 at 2:00pm (AEST) at the Lovatts Media offices located at 100-102 The Esplanade, Terrigal NSW 2260. The Winner will be notified via email and/or phone by Friday, the 18<sup>th</sup> of July 2025. The prize must be redeemed within seven days from the draw date and will expire on Monday the 21<sup>st</sup> of July 2025 at 11:59pm (AEST). Once the winner is confirmed, an announcement will be published online at <a href="https://www.LovattsMagazines.com.au">www.LovattsMagazines.com.au</a>

#### 4. HOW TO WIN

4.1 To be entered into the draw individuals must, during the Competition Periods, purchase a print subscription or gift subscription to one of the following magazine titles: Breathe Magazine Australia or Mindful Puzzles. A valid entry is subject to verification of the credit card or, if payment is made by cheque, the cheque must be cleared for payment by the close date of the promotion. To be eligible to receive the offer, participants must provide their full name, address, postcode, telephone number, and email address.

## 5. PRIZES

- 5.1 1 x Major Prize winner will receive: Crumble e-Voucher to the value of \$1,500 AUD.
- 5.2 Prize is not transferable and has no cash value. Prize is valued in Australian dollars AUD.
- 5.3 All Crumble policies and general terms & conditions apply.
- 5.4 The Promoter (Lovatts Media) reserves the right, at any time, to withhold the product if the subscriber fails to meet with these Terms and Conditions. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 5.5 Should the winner fail to accept the prize for any reason within the designated redemption period as stipulated in Clause 3.2, the prize will be forfeited. No cash alternative will be offered. A redraw will take place on Tuesday, the 22<sup>nd</sup> of July 2025 at 10:00am (AEST). The new winner will be notified by email and/or phone by Friday, the 25<sup>th</sup> of July 2025. Once the new winner is confirmed, an announcement will be published online at www.LovattsMagazines.com.au.
- 5.6 Nothing in these Terms and Conditions limits, excludes, or modifies the statutory consumer guarantees provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia and New Zealand ("Non-Excludable Guarantees"). Except for liabilities that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees, and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special, or consequential, arising in any way from the Promotion.
- 5.7 If this Promotion is interfered with or cannot be conducted as reasonably anticipated due to reasons beyond the Promoter's reasonable control, the Promoter reserves the right, in its sole discretion and to the fullest extent permitted by law: (a) to disqualify any subscriber; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Promotion, as appropriate.

### 6. NO LIABILITY

- 6.1 The Promoters shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury sustained in connection with any prize/s, except for any liability that cannot be excluded by law. The Promoters are also not responsible for any incorrect or inaccurate information, either caused by the entrant, equipment or programming associated with, or utilised in this offer, or for any technical errors. This includes any combination of omissions, interruptions, deletions, defects, delays in operation or transmission, communications line or telephone, mobile or satellite failures, theft, destruction, unauthorised access to, or alteration of entries. The Promoters reserve the right to take any action that may be available.
- 6.2 If for any reason this offer cannot run as planned including but not limited to computer virus infection, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the Promoter's reasonable control that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this promotion the Promoters reserve the right, at their sole discretion, to disqualify any individual who tampers with the entry process. They may also cancel, terminate, modify or suspend the competition, in accordance with any written directions given under State Legislation.
- 6.3 Except for any liability that cannot be excluded by law, the Promoters (including IT officers, employees, and agents) excludes all liability (including negligence) for any personal injury or loss or damage (including loss of opportunity) whether direct, indirect, special, or consequential, arising in any way out of the promotion. This includes, but is not limited to, liability arising from the following:
  - a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
  - b) any theft, unauthorised access, or third-party interference;
  - c) any entry or prize claim that is late, lost, altered, damaged, or misdirected (whether or not after receipt by the Promoters) due to any reason beyond the reasonable control of the Promoters.
  - d) any variation in prize value to that stated in these conditions of entry;
  - e) any tax liability incurred by a winner or entrant;
  - f) the broadcast of any program relating to the competition or the publication of any material, including statements made by any compere, staff member, journalist, other entrants, or any other person; and/or
  - g) participation in the offer.
- 6.4 Once prizes have left the Promoters' premises, the Promoters and their associated agencies take no responsibility for prizes damaged, delayed, or lost in transit.
- 6.5 The Promoters reserve the right, in their sole discretion, to disqualify any individual they believe has breached any of these conditions or engaged in any unlawful or improper misconduct that jeopardises the fair and proper conduct of the promotion. The Promoters reserve the right to pursue legal action to recover damages or seek other compensation from such offenders

# 7. PRIVACY CONSENT

- 7.1 To provide this promotion, the Promoters need to collect your personal information. If you do not provide the information requested, the Promoters may be unable to extend the offer to you.
- 7.2 Subscription details remain the property of the Promoters, and their related entities and are collecting the entrant's personal information for the purpose of conducting and promoting this offer.

The entrant may request access to his or her personal information by writing to Lovatts Media Marketing and Communications Manager at Lovatts Media, 100-102 The Esplanade, Terrigal NSW 2260.

7.3 As per the provisions of the New Zealand Privacy Act, all personal details of New Zealand entrants will be stored at the office of the Promoter. A request to access, update and correct any information should be directed to that office.

## 8. PROMOTER'S DETAILS

- 8.1 The Promoters are Lovatts Media Pty Ltd (ABN 99 003 314 681) 100-102 The Esplanade, Terrigal NSW 2260.
- 8.2 Authorised under permit number TP 24/01051