

“HOW I MET YOUR MOTHER S9” PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions. All times in these Terms and Conditions are in Australian Eastern Standard Time or Australian Eastern Daylight Savings Time as applicable.
2. **Entry is only open to residents of Northern Territory, Queensland, Tasmania, Victoria and Western Australia.** All entrants under the age of 18 must obtain the prior permission of their legal parent or guardian over the age of 18 to enter. The parent or guardian may be called to verify consent and may be required to sign a release at the discretion of the Promoter. The release will also require the winner’s parent or guardian to accept responsibility for the acts and forbearances of the winner. The release must include the full name, address and telephone number of the winner’s legal guardian. Failure to provide such proof, particulars or releases will immediately invalidate the winner’s entitlement to the prize, subject to State and Territory legislation. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter.
3. Employees (and their immediate families) of the Promoters, participating retailers, and agencies associated with this 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.
4. Promotion commences Monday 8th December 2014 and closes Sunday 4th January 2015 at 11:59 AEST at (“Promotional Period”).
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. Errors and omissions will be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
6. Incomplete, indecipherable or illegible entries will be deemed invalid.
7. To enter, individuals must then visit www.foxmovies.com.au or www.foxtv.com.au follows the prompts to the promotion entry page, input the requested details (including their full name, a valid email address) and submit the fully completed entry form.
8. Multiple entries are NOT permitted.
9. All entries received during the Promotional Period will be entered into the draw. The draw will take place at Level 3, Frank Hurley Grandstand, Fox Studios Australia Moore Park NSW 2021 on Monday 5th January 2015 AEDST. The Promoters may

draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.

10. The winners will be notified by telephone and in writing by email within two (2) business days of the draw, and their names will be published at <https://www.facebook.com/FoxTVAustralia> on 6th January 2015.
11. The Promoters' decision is final and no correspondence will be entered into.
12. The first valid entry drawn will win The Complete Series Boxset of How I Met Your Mother valued at \$220.00.
13. The next Five (5) valid entries drawn will each win a How I Met Your Mother S9 DVD valued at 35.00 each.
14. Total prize pool is valued at \$395.00.
15. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a prize (or an element of a prize) by the time stipulated by the Promoters, then the prize (or that element of the prize) will be forfeited.
16. If any prize (or part of any prize) is unavailable, the Promoters, in their discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification.
17. Prizes are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
18. If there is a dispute as to the identity of an entrant, the Promoters reserve the right, in their sole discretion, to determine the identity of the entrant.
19. A draw for any unclaimed prizes may take place on 7/02/2015 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified by telephone and in writing by email within two (2) business days of the draw, and their names will be published at <https://www.facebook.com/FoxTVAustralia> on 7/01/2015.
20. Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
21. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.

22. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
23. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as 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 State and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability 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 out of the promotion.
24. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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 out of: (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 their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (g) use of the prize.
25. The Promoter collects personal information in order to conduct the promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, and prize suppliers. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to access, update or correct information to the Promoter. All entries become the property of the Promoter.
26. The Promoter is 20th Century Fox Home Entertainment (ABN 77 002 412 679) of Level 3 Fox Studios Australia Moore Park, NSW 2021.