

“THE BLOCK MONOPOLY” PROMOTION TERMS AND CONDITIONS

1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian citizens and permanent residents aged 18 years or older.
3. Employees (and their immediate families) of the Promoter and companies associated with this promotion, including the Sponsor, Cavalier Television Pty Ltd and Hasbro, Inc., 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 7:00pm AEST on 12 September 2018 and closes 3:59pm AEDT on 29 December 2018 (“Promotional Period”). All times and dates in these Terms and Conditions are times and dates in Sydney, which may be AEST or AEDT depending on the date.
5. To be eligible to enter, entrants must purchase the “Monopoly - The Block edition” board game from any participating retailer subject to stock availability. Inside each board game is an entry ticket with a unique entry code printed on it (“Code”). A ‘participating retailer’ is any authorised retailer that stocks the “Monopoly – The Block edition” board game as listed at www.9Now.com.au/theblock. Entrants are advised that they may be required to provide their receipt of purchase or gift receipt from a participating retailer to confirm their eligibility to win as per clause 7. The “Monopoly – The Block edition” board game must not be resold or offered for resale at a premium (including via online auction sites). If a board game is sold in breach of this condition, the Promoter may, in its absolute discretion, withdraw the corresponding entry ticket from this promotion and the person who has purchased the board game or otherwise bears that ticket will be ineligible to win the Prize.
6. To enter, eligible entrants must, during the Promotional Period, visit www.9Now.com.au/theblock, locate the promotional entry form, complete all requested details including full name, contact number, a valid and current email address, residential address, and the Code, and submit the fully completed entry form.
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 reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. The Promoter may decide in its sole discretion which documents are considered suitable for establishing eligibility to enter or win. Errors and omissions may 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. The Promoter’s legal rights to recover damages or other compensation from such an offender are reserved.
8. Entrants may enter the promotion multiple times during the Promotion Period, provided that each entry code submitted is unique.
9. Entrants must retain their original or a copy of their purchase receipt or gift receipt as proof of purchase. Failure to produce the proof of purchase for their entry when requested may, in the absolute discretion of the Promoter, result in invalidation of an entrant’s entry and forfeiture of any right to a prize. Purchase receipt or gift receipt must clearly specify the store or online vendor of purchase and that the purchase was made prior to the conclusion of the Promotional Period.
10. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
11. There will be a series of draws (“Preliminary Draws”) conducted throughout the Promotional Period to determine the shortlist of entrants (“Finalists”) to be entered into the final draw (“Final Draw”). The Preliminary Draws will be held as listed in the table at the bottom of these terms and conditions. The Preliminary Draws will take place at the Promoter’s office at 24 Artarmon Road, Willoughby NSW 2068. Non-winning entries in each Preliminary Draw will be entered into any subsequent Preliminary Draws. The Promoter may draw additional reserve entries in each Preliminary Draw and record them in order, in case of an invalid entry or ineligible entrant.
12. The first valid entry drawn in each Preliminary Draw (as stipulated by the “Number of Finalists” above) will each be declared a Finalist. There will be a total of ten (10) Finalists for the Final Draw.
13. Finalists will be contacted within two (2) working days via email and telephone and their names will be published on www.facebook.com/TheBlock and may be announced on the Nine Network (“Program”) on the relevant Finalist/s announcement date as set out at the end of these terms and conditions. Finalists may be asked by the Promoter to travel to The Block, at 34 Fitzroy Street, St Kilda VIC 3182, for the promotion of this competition. Finalists who reside out of VIC will be provided with travel for this purpose at the Promoter’s cost.
14. The first valid entry drawn in the Final Draw will win an apartment shown in the 2018 season of “The Block” (“Property”) located at 34 Fitzroy Street, St Kilda VIC 3182 valued at up to AUD\$2,687,000 (inclusive of all taxes and duties). For clarity, the value is comprised of the value of the Property calculated by the Promoter’s nominated licensed valuer (including fit out and furnishings), as well as all applicable taxes, duties, estimated maximum transfer and adjustment costs in connection with the transfer of the Property to the winner as contemplated by these terms and conditions. In the event the drawn winner fails to claim the prize by 31 March 2019, then an unclaimed prize draw will take place from all remaining Finalists at Promoter’s office at 24 Artarmon Road, Willoughby NSW 2068 at 12:00pm AEDT on Monday 1 April 2019, subject to any directions from a regulatory authority. Winner (if any) will be notified by telephone and in writing via email within two (2) business days of the draw and their name will be published on www.facebook.com/TheBlock on Friday 5 April 2019.
15. The Promoter will bear the cost of Titles Office registration fees, Owners Corporation fees, any adjustments required for municipal, water rates and land tax for the relevant rating period during which the date of the Final Draw falls within, and all other government and transfer costs associated with claiming the Property by the winner. Settlement of the transfer of land under the Property will occur on a date to be notified by the Promoter (“Settlement Date”) in accordance with the applicable laws in Victoria. Each entrant acknowledges that the Property will be pre-built and fitted out as shown in the 2018 season of “The Block” and supplied to the winner by the Promoter.
16. As a condition precedent to accepting the Property, the winner must provide the Promoter with any documents required to verify the winner’s identity and the winner must sign any legal documentation as and in the form required by the Promoter, the Sponsor or their nominated agent in their absolute discretion, including but not limited to a Deed of Acknowledgment, Release and Indemnity, and all other necessary documentation to give effect to the transfer of the land for the Property.
17. To the extent permitted by law, the Promoter and Sponsor make no warranty or representation: (a) that the title to the Property is identical with the address and the fenced boundaries of the Property; (b) that the Property complies with all laws and the requirements of any authority; (c) that any improvements are erected within the boundaries of title to the Property; (d) that improvements owned by other persons do not encroach on to the title to the Property or as to the condition or environmental state of the Property; or (e) about the condition or state of repair of the Property including as to structural soundness, defect (latent or patent) or the suitability for use of the Property.

18. To the extent permitted by law the Promoter and Sponsor make no warranty or representation with respect to the quality or nature of the construction or any improvements on the Property, the finishes, any furnishings, dimensions and value of the Property.
19. Other than as set out in clause 15, the Promoter makes no representations or warranties as to the liability for rates, levies (including Owners Corporation fees and charges), and other statutory outgoings on and from the Settlement Date, which remain the responsibility of the winner.
20. To the extent permitted by law, the winner waives all of its rights to make any claim in relation to any building work carried out on the Property against the Promoter, Sponsor, any builder or contractor (and each of their officers, contractors and agents) or otherwise any other person engaged by the Promoter or Sponsor or providing services in connection with the Property.
21. It is a condition of accepting the prize that the winner agrees to be interviewed, photographed and filmed at any time by the Promoter or their agents for a story or feature on this promotion or “The Block” generally to be developed and featured on any television channels of the Promoter and/or its affiliates, the digital streaming and on demand service of the Promoter and/or its affiliates currently known as 9Now, the website of the Promoter and/or its affiliates currently hosted at nine.com.au (including its sub-domains), the social media pages of the Promoter and/or its affiliates, the website and social media pages of the Sponsor, Hasbro, Inc. and other third parties, and any other websites, applications and digital platforms of the Promoter, its affiliates, the Sponsor, Hasbro, Inc. and other third parties, without any remuneration or reference to the entrant. The winner may be asked by the Promoter to travel to The Block, at 34 Fitzroy Street, St Kilda VIC 3182, for the promotion of this competition. If the winner resides out of VIC, the winner will be provided with travel for this purpose at the Promoter’s cost. The inclusion of any such feature (including but not limited to creative control of the feature) will remain with the Promoter at all times.
22. Total prize pool value is up to AUD\$2,687,000. All prize values are correct as at 10 May 2018 and are reflective of the recommended retail price or market price (as applicable). Prize is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
23. The Promoter’s decision is final and no correspondence will be entered into.
24. Any cost associated with accessing the promotional website is the entrant’s responsibility and is dependent on the Internet service provider used.
25. Entrants consent to the Promoter and Sponsor using their 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 promotion (including any outcome) or “The Block” generally, and promoting any products manufactured, distributed and/or supplied by the Promoter or Sponsor.
26. 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 or Sponsor, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter and Sponsor reserve the right, in their 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, subject to any directions from a regulatory authority.
27. 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, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia (“Non-Excludable Guarantees”). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and Sponsor (including their respective officers, employees and agents) exclude 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.
28. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and Sponsor (including their respective officers, employees and agents) are not responsible for and exclude 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 (f) the prize.
29. Entrants’ personal information will be collected by the Promoter. Personal information will be stored on the Promoter’s database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which can be viewed at https://login.nine.com.au/privacy?client_id=9nowweb (Promoter). At the time of entry, entrants can also opt-in to receive updates from the Sponsor. By opting in, entrants agree that their information will be collected and handled by the Sponsor and will be subject to the Sponsor’s privacy policy which can be viewed at www.blockmonopoly.com.
30. The Promoter is Nine Network Australia Pty Limited, ABN 88 008 685 407 of 24 Artarmon Rd, Willoughby, NSW 2068. You can contact the Promoter in relation to the promotion by mail to this address or by telephone to (02) 9906 9999.
31. The Sponsor of the promotion is Imagination Asia Pacific Pty Ltd (ABN 87 608 872 313) of PO Box 2596, Kent Town DC, Kent Town. SA 5071.
32. NSW Permit No. LTPS/18/25494 ACT Permit TP18/00993 SA Licence T18/919

Draw	Number of Finalists	Close Date	Draw Date	Finalist Notification	Finalist/s Announcement Date
1	1	Tuesday 23rd October 2018 at 11:59pm	Wednesday 24th October 2018 at 8:30am	Thursday 25th October 2018 at 9:00am	Friday 26th October 2018 at 9:00am
2	1	Tuesday 30th October 2018 at 11:59pm	Wednesday 31st October 2018 at 8:30am	Thursday 1st November 2018 at 9:00am	Friday 2nd November 2018 at 9:00am
3	1	Tuesday 6th November 2018 at 11:59pm	Wednesday 7th November 2018 at 8:30am	Thursday 8th November 2018 at 9:00am	Friday 9th November 2018 at 9:00am
4	1	Tuesday 13th November 2018 at 11:59pm	Wednesday 14th November 2018 at 8:30am	Thursday 15th November 2018 at 9:00am	Friday 16th November 2018 at 9:00am
5	1	Tuesday 20th November 2018 at 11:59pm	Wednesday 21st November 2018 at 8:30am	Thursday 22nd November 2018 at 9:00am	Friday 23rd November 2018 at 9:00am
6	1	Tuesday 27th November 2018 at 11:59pm	Wednesday 28th November 2018 at 8:30am	Thursday 29th November 2018 at 9:00am	Friday 30th November 2018 at 9:00am
7	1	Tuesday 4th December 2018 at 11:59pm	Wednesday 5th December 2018 at 8:30am	Thursday 6th December 2018 at 9:00am	Friday 7th December 2018 at 9:00am
8	1	Tuesday 11th December 2018 at 11:59pm	Wednesday 12th December 2018 at 8:30am	Thursday 13th December 2018 at 9:00am	Friday 14th December 2018 at 9:00am
9	1	Tuesday 18th December 2018 at 11:59pm	Wednesday 19th December 2018 at 8:30am	Thursday 20th December 2018 at 9:00am	Friday 21st December 2018 at 9:00am
10	1	Saturday 29th December 2018 at 3:59pm	Saturday 29th December 2018 at 4:00pm	Saturday 29th December 2018 at 4:30pm	Saturday 29th December 2018 at 5:00pm
WINNER			Saturday 29th December 2018 at 5:00pm	Monday 31st December 2018 at 8:00pm	Monday 31st December 2018 at 8:00pm