# The Greater Union Organisation Pty Ltd ("Promoter")

# WIN 1 OF 2 QT HOTEL STAY FOR 2 ("Promotion") Conditions of Entry AU ONLY

- 1. Information on how to enter the Promotion and the prize form part of these Conditions of Entry.
- 2. Entry into this Promotion is deemed to be acceptance of these Conditions of Entry.

The Promotion is open to individuals who:

- are residents of Australia (excluding VIC & TAS);
- ii. are over 18 years of age; and
- iii. are not employees (or immediate family of such employees) of the Promoter, or any of its related corporations or any of the agencies associated with the Promotion (including suppliers of the prize); and
- iv. Have not been discovered to have breached Conditions of Entry of previous contests run by the Promoter,

("Entrants").

An immediate family member means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child, parent, step-parent, grandparent, step- grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.

- 3. By entering this Promotion, Eligible Participants agree to be bound by these terms and conditions. The Promoter reserves the right to verify the validity of entries and to disqualify any Entrant who tampers with the entry process or who submits an entry that is not in accordance with these Conditions of Entry. It is condition of entry that Eligible Participants are able to accept the prize as stated. Inability to accept a prize as stated, on the dates indicated, will deem the participant an ineligible entrant and any prize won will be forfeited.
- 4. All prices stated are in Australian dollars, represent the recommended retail price ("RRP") and include GST. All references to times and dates are to times and dates in Sydney, which may be Australian Eastern Standard Time (AEST) or Australian Eastern Daylight Saving Time (AEDST) depending on the date. All times are stated using the 24-hour clock.

# **KEY DATES**

- 5. The Promotion commences on **Friday**, **19 May 2017 at 12.01pm** (AEST) and concludes on **Monday**, **19 June 2017 23:59pm** (AEST) ("**Promotion Period**").
- 6. No responsibility will be taken by the Promoter for any ineligible or lost entries or entries submitted or received by the Promoter after the closing date. Entries that do not comply with these terms and conditions are incomplete, or submitted or received by the Promoter after the closing date will be declared void.
- 7. The Promoter's decision on the winning entry will be announced on **Wednesday**, **21 June 2017 2:30pm** (AEST) at Event Hospitality & Entertainment Limited's Head Office, at Level 13, 478 George St, Sydney.

Page 1 of 9 | BAYWATCH: WIN 1 OF 2 QT HOTEL STAY FOR 2

- 8. The winner of the Major Prize will be notified immediately by email and phone relying on contact details provided by the Entrant.
- 9. UNCLAIMED PRIZE AWARD: The Promoter reserves the right to cancel the originally awarded winner and appoint a replacement winner of the Prize in the event that the originally awarded winner fails to comply with these terms and conditions or forfeiting or not claiming the prize by 9.01am (AEST) on Friday, 30 June 2017. If the prize remains unclaimed by that date, the Promoter will announce a replacement Prize Winner at 12.01pm (AEST) on Monday, 3 July 2017 at the same location as the original announcement. Disposal of any unclaimed prize may be made subject to any written directions given by any government authority and pursuant to any relevant legislation. An unclaimed Prize Winner will be contacted by phone or email immediately.

## **HOW TO ENTER**

10. To enter the Promotion an Entrant will be required to:

#### a. Non-members -

- i. Must purchase a ticket to see **Baywatch** during the Promotion Period at Event Cinemas online at <a href="https://www.eventcinemas.com.au">www.eventcinemas.com.au</a> or via the Event Cinema iPhone, iPad or android application or via mobile phones at m.eventcinemas.com.au.
- ii. Enter via the Promotion link located on the ticket confirmation banner or qualifying members will be sent an email linking to the Promotion page, and submit an entry that is 25 words or less that responds to the following question: 'Why do you need a coastal escape?'
- iii. Provide all personal information requested (full name, phone number, and postal address, booking confirmation number or Cinebuzz Member number and email address).

#### b. Cinebuzz Members -

- i. Be a Cinebuzz member and be subscribed to receive emails from Cinebuzz;
- ii. Cinebuzz Members must purchase a ticket to see **Baywatch** during the Promotion Period at Event Cinemas online at <a href="www.eventcinemas.com.au">www.eventcinemas.com.au</a> or via the Event Cinemas iPhone, iPad or android application or via mobile phones at m.eventcinemas.com.au or at the box office during the Promotion Period.
  - a) Eligible Cinebuzz Members who present their card while purchasing a ticket via cinema "Box Office" will receive an e-mail containing a link to the Promotion entry form within 24-48 hours after the purchase.
  - b) Eligible Cinebuzz Members who are signed in while purchasing their tickets online will receive an entry link via a Promotion banner on their booking confirmation e-mail.
- iii. Enter via the Promotion link located on the ticket confirmation banner or qualifying members will also be sent an email linking to the Promotion page, and submit an

entry that is 25 words or less that responds to the following question: 'Why do you need a coastal escape?' and

- iv. Provide all personal information requested (full name, phone number, and postal address, booking confirmation number or Cinebuzz Member number and email address).
- 11. Any cost associated with accessing the Promotion website is the Entrant's responsibility and is dependent on the Internet service provider used.
- 12. The prize will be awarded to the entry which, in the opinion of the Promoter's judging panel (at its sole discretion), is the most creative and interesting of all entries received.

## **ENTRY REQUIREMENTS & VERIFICATION**

- 13. All entries in the Promotion may be subject to verification by the Promoter, including:
  - i. Entrants **MUST** retain their movie ticket or their online booking confirmation and their credit card statement (evidencing their Qualifying Purchase) for all entries submitted as proof of purchase ("**Proof of Purchase**"). Entrants may be required to, within 7 days of being asked to do so, send their Proof of Purchase to the Promoter in order to validate their entry. A reply paid address will be provided to Entrants. Entrants must also retain a photocopy of the Proof of Purchase submitted for verification purposes. The Promoter recommends that Entrants send their Proof of Purchase via registered post, however this is not a Condition of Entry; and
  - ii. All Entrants **MUST** also deliver to the Promoter (by a means reasonably determined by the Promoter) copies of any other documents the Promoter may request establishing eligibility to enter or win the Promotion, including but not limited to evidence of age, residence or identity ("additional documentation"). The Promoter may make one or more requests for such documents. Once the identity of documents available is established, an Entrant must deliver requested copies within 7 days of being asked to do so. At the Promoter's request, an Entrant MUST also, within 7 days of being asked to do so, allows the Promoter to inspect a copy of the original of any such document.
- 14. The Promoter may, at its absolute discretion, disqualify any Entrant and declare any or all entries made by an Entrant invalid if Entrant/s:
  - i. Tamper with the entry process, including use of any automated entry software or any other mechanical or electronic means that permit the Entrant to automatically enter repeatedly; or
  - ii. Tampers with the operation of the Promotion or web site or found to be using multiple aliases, household addresses or email addresses; or
  - iii. Acts in a disruptive manner; or
  - iv. Fails to establish their entitlement to enter the Promotion to the Promoter's reasonable satisfaction; or
  - v. Fails to produce items as required or produces items that, in the Promoter opinion, are illegible, stolen, forged, reconstructed, altered, incomplete or tampered with in any way; or
  - vi. Acts in violation of these Conditions of Entry.

### **ENTRY DETAILS**

- 15. Entrants can only enter in their own name.
- 16. Entries are deemed to be received at the time of receipt in the Promotion database and NOT the time of transmission by the Entrant.
- 17. Incomplete, illegible or incorrect entries, entries which are not in the required format or which contain offensive of defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win the prize.

#### **MAJOR PRIZE**

18. There are Two Major Prizes available to the winning entry for Australia (excluding VIC and TAS), awarded by the Promoter's judging panel:

#### **PRIZES INCLUDE:**

# PRIZE 1

- Return flights to Gold Coast Airport for two (2) adults, from the nearest capital city airport in Australia (excluding VIC & TAS) (Maximum value at \$1000pp);
- 2 x night QT King Deluxe room accommodation at the QT Gold Coast Hotel, for two (2) adults (valued at \$600) ("Experience");

# PRIZE 2

- Return flights to Sydney Airport for two (2) adults, from the nearest capital city airport in Australia (excluding VIC & TAS) (Maximum value at \$1000pp);
- 2 x night QT King Deluxe room accommodation at the QT Bondi Hotel, for two
   (2) adults (valued at \$600) ("Experience");

## Total maximum retail value of the Major Prize is: AUD \$3,200.00 inclusive of GST.

Prize values are accurate as at **Friday**, **19 May 2017**. The Promoter accepts no responsibility for any change in prize value. The Winner is not entitled to receive any money from any party if there is a difference between the maximum prize value and the actual prize value at the time of the award. All prize elements are subject to availability and changes. Travel insurance is not included and winner must ensure appropriate insurance is obtained before travel. Children are 12 years and under.

# **PRIZE CONDITIONS**

- 19. Prize must be taken as stated and no compensation will be payable if the Winner is unable to use the prize as stated.
- 20. Winner can travel up to six (6) months from date of prize award. Travel must be booked within one (1) month of winner notification.
- 21. Prize is Subject to availability and Blackout Periods Apply. Excludes any Australian Public Holidays and between December 1, 2017 January 30, 2018.

- 22. The competition entry is open to anyone but at least the Winner or traveling companion must be over the age of 18 years. The minimum age for the competition entrant is 8 years old.
- 23. The Prize Winner and their traveling companion must have valid passports and/or proof of identification and applicable visas/permissions when travelling.
- 24. All prizes are non-refundable and non-transferrable. No cash alternative is available for any prize.
- 25. The prize is not exchangeable or redeemable for cash or any other goods or services nor can it be re-sold or taken in parts. The Promoter accepts no responsibility for any variation in the value, performance, or availability of the prize. The Promoter reserves the right to amend or substitute the advertised prize for a prize of equivalent or greater retail value if, for any reason beyond the Promoter's control, the Promoter is not able to give the prizewinner the advertised prize, subject to State legislation. Any incidental costs relating to the prize are the responsibility of the Winner.
- 26. The Prize Winner and their traveling companion must travel on the same flights. Travel arrangements to and from the Prize Winner's nearest capital city airport (if applicable) do not form part of the prize and are the responsibility of the Prize Winner and their traveling companion. If the Winner resides in the prize destination they will forfeit the airfare portion of the prize and no compensation will be given in lieu. Any alterations to flights that have been confirmed by the Prize Winner and/or accommodation details will be at the expense of the Prize Winner and their traveling companion. Airport taxes and government levies must be paid by the Winner at the time of booking if applicable. Itinerary to be determined by the Promoter in its absolute discretion. In the event that flights are not available, the Promoter reserves the right, where practical, to offer alternative travel arrangements.
- 27. Except for the one (1) traveling companion permitted as part of your prize, the Winner is not allowed to bring any additional family members or guests on the prize trip. Companion may not be selected through any further contest, promotion or commercial event. The Winner and their traveling companion must travel on the same itinerary from a Sponsor-selected airport near their home. Once selected, the Winner's traveling companion may not be changed without the express consent of the Prize Provider, which the Prize Provider may grant or withhold in its sole discretion.
- 28. The prize cannot be used in conjunction with Frequent Flyer programs.
- 29. The Promoter and the Prize Provider makes no representation as to the safety, conditions or other issues that may exist at any destination. It is the responsibility of the Winner and their companion to ensure that they have full and correct documentation for travel. The Promoter and the Prize Provider will not be held responsible for any loss or delay that may occur as a result of any identification documents not being produced for travel.
- 30. The Prize Winner and their traveling companion are responsible for all other expenses including spending money, meals, drinks, transfers (unless specified), laundry charges, activities (unless specified), energy surcharges, hotel car parking, other hotel incidentals, visas, ground transportation, taxes not included in the price of the ticket, travel, gratuities, service charges, passports, visas, travel insurance, pre and post accommodation, optional activities or excursions, merchandise or any other costs of a related, ancillary or

incidental nature and all other ancillary costs. Unless expressly stated in these terms and conditions all other travel and prize related expenses become the responsibility of the Winner. A credit card imprint or cash deposit may be required from the Prize Winner at check-in to the hotel for all incidental charges.

- 31. The Winner must hold a valid credit card or cash deposit and present it at the accommodation to cover any incidental charges they incur during their stay.
- 32. Hotel Accommodation is based on two (2) people sharing one room.
- 33. As a condition of accepting a prize, the Winner and their traveling companion must sign any legal documentation as and in the form required by the Promoter and/or Prize Providers in their absolute discretion, including but not limited to a legal release and indemnity form.
- 34. The prize choice is subject to the standard terms and conditions of individual prize and service providers.
- 35. Changes and cancellations to a booking may be subject to fees.
- 36. If the Winner wishes to extend the trip it's at their expense. Flights are non-transferrable.

#### **PRIZE WINNER**

- 37. If the Winner selected is deemed not to comply with the terms and conditions of this Promotion, their entry will be declared invalid and a new Winner will be selected by the Promoter's judging panel.
- 38. If the Experience is cancelled no compensation will be offered. The prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the Promotion.
- 39. If the prize winner and/or their travelling companion are not able to take part in the Experience portion of the prize it will be forfeited and will not transferable or exchangeable and cannot be taken as cash.
- 40. If the Experience is cancelled no compensation will be offered. The prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the Promotion.
- 41. To the full extent permitted by law, the Promoter, its associated companies and agencies exclude all liability for any loss (including any damage, claim, injury, cost or expense) which is suffered or incurred by any Entrant and/or prize winner in connection with the Promotion or prizes, including:
  - i. Any indirect, economic or consequential loss or loss of profits;
  - ii. Any loss arising from the negligence of the Promoter, its associated companies and agencies;
  - iii. Any liability for personal injury or death.

- 42. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought by the winner.
- 43. The Promoter, other entities associated with this competition and their related bodies corporate, and each of their officers, employees and agents shall not be liable for and shall be held harmless in respect of any loss, damage, or injury whatsoever which is suffered (including but not limited to direct or consequential loss) or sustained, as a result of or arising from the winner's acceptance and use of the prize, except to the extent that any such liability cannot be excluded by law.
- 44. Entry details remain the property of the Promoter. Acceptance of the prize is deemed to be acceptance by the winner of these terms and conditions and approval to use the winner's name and photograph for publicity purposes, unless specifically requested by the winner not to do so at the time of entering the competition. Further, the winner may be required to participate in a media interview/s and/ or other promotional engagement as determined by the Promoter.
- 45. If the competition does not run for its duration due to, but not limited to, computer viruses, tampering, unauthorized intervention, fraud, technical failures or any other cause beyond the Promoter's control that corrupts or affects administration, security, fairness or proper conduct of the competition, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process. The Promoter will not be responsible for:
  - Malfunction, delay or traffic congestion on any telephone network or line, computer on-line system, servers or providers, computer equipment, software, or website;
  - ii. Failure of any entry to be received by the Promoter as a result of those matters; nor
  - iii. Any injury or damage to Entrants or any other person related to or resulting from participation in the competition or downloading any materials relating to the competition.
- 46. The Promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason.
- 47. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the Promotion on the dates and in the manner described in these Conditions of Entry, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel or reschedule the Promotion, subject to state legislation.
- 48. The Promoter is not responsible for any incorrect or inaccurate information, either caused by the user or for any of the equipment or programming associated with or utilised in this Promotion, or for any technical error, or any combination thereof that may occur in the course of the administration of this Promotion including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone,

mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of claims.

- 49. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these Conditions of Entry, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- 50. The Promoter and its associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission; communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserve the right to take any action that may be available.
- 51. If for any reason this Promotion is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the reasonable control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this Promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the Promotion, subject to any written direction given under State Regulation.
- 52. The Promoter assumes no responsibility for:
  - i. any error, omission, interruption, or delay in the operation or transmission of any communication sent to (or by) the Promoter or any Entrant whether caused by problems with communication networks or lines, computer systems, software or internet service providers, congestion on any carrier network or otherwise; or
  - ii. any technical difficulties with the entry mechanism and does not warrant that the entry mechanism will be available at all times; or
  - iii. any theft, destruction or unauthorized access to, or alteration of such communications; or
  - iv. any problem with, or technical malfunction of, any computer system or other equipment used for the conduct of the Promotion; or
  - v. Any incorrect or incomplete information which may be communicated in the course of the administering this Promotion.

**CAUTION:** Any attempt to deliberately undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law.

#### PERSONAL INFORMATION

- 53. The Promoter and their associated agencies and companies assume no responsibility for any error, omission, interruptions, deletion, defect, delay in operation or transmission; communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserve the right to take any action that may be available.
- 54. All claims and any copyright subsisting in the claims become and remain the property of the Promoter. The Promoter collects personal information about Entrants to include Entrants in the Promotion and where appropriate award any offer. If the personal

information requested is not provided, the Entrant may not participate in the Promotion. By participating in the Promotion, each Entrant also acknowledges that a further primary purpose for collection of Entrants' personal information by the Promoter is to enable the Promoter to use the information to assist the Promoter in improving goods and services and to contact Entrants in the future with information on special offers or provide Entrants with marketing materials via any medium including mail, telephone and commercial electronic messages (SMS (Short Message Service), MMS (Multimedia Message Service), IM (Instant Messaging) and email) or any other form of electronic, emerging, digital or conventional communications channel whether existing now or in the future. The Promoter may share information with its Australian related companies who may contact Entrants with relevant special offers in this way. Personal information may also be accessed by the Promoter's marketing and website service providers for the purpose of processing and conducting the Promotion and assisting with marketing communications. By entering the Promotion, each Entrant agrees that the Promoter may use Entrants' personal information in this manner. Entrants can also request to gain access to, update or correct any personal information by contacting the Promoter at the address or phone number below. Entrants wishing to opt out of the Promoter's marketing communications can also use the address or phone number below. All personal information will be stored at the office or in the electronic database of the Promoter.

55. The Promoter is The Greater Union Organisation Pty Ltd (ABN 99 000 024 439), Level 13, 478 George St, Sydney NSW 2000, 02 9373 6600.