

---

**The Greater Union Organisation Pty Ltd and Village Cinemas Australia Pty Ltd  
("Promoters")**

**BMW GOLD CLASS PROMOTION – EVENT CINEMAS AND VILLAGE CINEMAS COMPETITION  
("Promotion")**

**CONDITIONS OF ENTRY**

1. Information on how to enter the Promotion and the prize form part of these Conditions of Entry. Participation in this Promotion is deemed acceptance of these Conditions of Entry.

The Promotion is open to individuals who:

- (a) Are residents of Australia; and
- (b) Must be over 18 years old; and
- (c) Must hold a valid Australian Drivers Licence; and
- (d) 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
- (e) 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 1<sup>st</sup> cousin.

2. The Promoters reserve 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 a condition of entry that Entrants are able to accept the prize as stated. Inability to accept the prize as stated will deem the participant an ineligible Entrant and the prize won will be forfeited.
3. All prices stated are in Australian dollars (AUD), and represent the recommended retail price ("RRP") and include GST. All references to times and dates are reflected as to times and dates in Melbourne which may be Australia 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**

4. The Promotion commences on **Thursday, 15 February 2018 at 09:00 AEDST** and closes **Wednesday, 21 March 2018 at 23:59 AEDST** ("Promotional Period").
5. No responsibility will be taken by the Promoters for any ineligible or lost entries or entries submitted received by the Promoters after the closing date. Entries that do not comply with these Conditions of Entry, are incomplete, submitted or received by the Promoters after the closing date will be declared void.
6. The competition prize draw for the winner will take place at **14:00 AEDST on Monday, 26 March 2018** at MDSA, 15 Grosvenor Street, Neutral Bay NSW 2089. The Promoters decision in relation to any aspect of the competition is final and binding on every Entrant. No correspondence will be entered into.
7. The winner of the competition will be notified within 2 business days of the draw, by email and phone relying on the contact details provided by the Entrant and their name will be published in *The Australian* newspaper on Tuesday, 3 April 2018.
8. **UNCLAIMED PRIZE DRAW:** The Promoters reserve the right to redraw a winner in the event of an Entrant failing to comply with these Conditions of Entry or forfeiting or not claiming the prize by Tuesday, 26 June 2018. If the prize remains unclaimed by that date, a second chance draw will be held at the same time & location as the original draw on Tuesday, 10 July 2018. Disposal of the unclaimed prize may be made subject to any written directions given by any government authority and pursuant to any relevant legislation. The unclaimed prize draw winner will be contacted by email and phone within 2 business days of the draw and their name will be published in *The Australian* newspaper on Tuesday, 17 July 2018.

**HOW TO ENTER**

9. To enter, Entrants must complete the following steps during the Promotional Period:
  - (a) Purchase a Gold Class ticket from the desktop website [www.eventcinemas.com.au], mobile and tablet application of Event, Greater Union or Birch Carroll & Coyle Cinemas or from the desktop website [www.villagecinemas.com.au] or mobile website of Village Cinemas during the Promotional Period.

**VILLAGE CINEMAS AUSTRALIA**

- (b) Entrants who purchase a Gold Class ticket through the Village Cinemas desktop or mobile website will automatically be awarded one entry into the Promotion (one entry per transaction).
  - i. The Entrant can also 'opt in' to receive promotions and offers directly from BMW post promotion, through the tick box on the final payment page. In doing this, the Entrant will be able to 'double their chances' of winning as they will be awarded an additional entry into the Promotion (2 entries in total).

---

#### **EVENT, GU FILM HOUSE OR BCC CINEMAS**

- (c) Entrants who purchase a Gold Class ticket through the Event, GU Film House or BCC Cinema desktop, mobile or tablet application will automatically be awarded one entry into the Promotion (one entry per transaction).
- i. The Entrant can also 'opt in' to receive promotions and offers directly from BMW post promotion. In doing this, the Entrant will be able to 'double their chances' of winning as they will be awarded an additional entry into the Promotion (2 entries in total). The Entrant will:
    - i. Receive a ticket banner which clicks through to the competition landing page;
    - ii. Need to fill out their details (name, booking number, phone, email); and
    - iii. Need to select the BMW communications opt in box.
- (d) Only one opportunity to enter will be awarded per transaction (not per ticket).
10. Any cost associated with accessing the Promotion website is the Entrant's responsibility and is dependent on the Internet service provider used.
11. The prize will be awarded by random draw.

#### **ENTRY REQUIREMENTS & VERIFICATION**

12. The Promoters may, at their absolute discretion, disqualify any Entrant and declare any or all entries made by an Entrant invalid if Entrants:
- a) 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
  - b) Tamper with the operation of the Promotion or web site or found to be using multiple aliases, household addresses or email addresses; or
  - c) Act in a disruptive manner; or
  - d) Fail to establish their entitlement to enter the Promotion to the Promoters' reasonable satisfaction; or
  - e) Fail to produce items as required or produces items that, in the Promoters' opinion, are illegible, stolen, forged, reconstructed, altered, incomplete or tampered with in any way; or
  - f) Act in violation of these Conditions of Entry.

#### **ENTRY DETAILS**

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

#### **PRIZE POOL**

16. 1 Major Prize will be drawn:

The first valid entry drawn will win a new BMW X2 sDrive20i with M Sport X Package, with metallic paint and optional extras including, sun protection glazing and launch package. Total prize is up to a maximum value of AU \$69,465.64 including GST, all on-road costs, the first 12 months registration (in the winner's State or Territory) and the first 12 months compulsory third party insurance, stamp duty and dealer delivery charges (which may vary State by State). Additional insurance, and all other ancillary costs are the responsibility of the winner. The Promoters may, in their absolute discretion, accommodate the winner's interior and exterior colour preferences, subject to availability. The winner must order and collect the prize from their nearest authorised BMW dealership. All costs associated with travel to and from the car dealership are at the winner's own costs. Standard delivery lead times apply.

If the winner is, through any legal incapacity or otherwise, unable to register the vehicle in his or her name then they may assign the vehicle prize to another person with legal capacity for the purpose of registration. The Promoters take no responsibility for any such arrangements between the winner and an assignee.

The Promoters accept no responsibility for any mechanical, body or paint repairs or maintenance of any kind relating to the prize after the date and time of prize collection by the winner.

The prize value is accurate as at Wednesday, 3 January 2018. The Promoters accept no responsibility for any change in prize value between now and the draw date. 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 draw.

#### **PRIZE CONDITIONS**

17. Prize must be taken as stated and no compensation will be payable if the winner is unable to use the prize as stated.
18. Prize is not exchangeable or redeemable for cash or any other goods or services nor can it be taken in parts. The Promoters accept no responsibility for any variation in the value, performance, or availability of the prize. The Promoters reserve the right to amend or substitute the advertised prize for a prize of equivalent or greater retail value if, for any reason beyond the Promoters' control, the Promoters are not able to

---

give the prize-winner the advertised prize, subject to relevant state or territory regulations. Any incidental costs relating to the prize are the responsibility of the winner.

19. As a condition of accepting the prize, the winner must sign any legal documentation as and in the form required by the Promoters and/or the Prize Provider in their absolute discretion, including but not limited to a legal release and indemnity form.
20. The prize choice is subject to the standard Conditions of Entry of individual prize and service providers.

#### **PRIZE WINNER**

21. If the winner selected is deemed not to comply with the Conditions of Entry of this Promotion, their entry will be declared invalid and a new winner will be drawn in the unclaimed prize draw.
22. 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 Promoters reserve the right to cancel, terminate, modify or suspend the Promotion.
23. The Promoters accept no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought by the winner.
24. The Promoters, 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.
25. 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 Promoters' control that corrupts or affects administration, security, fairness or proper conduct of the competition, the Promoters reserve the right in their sole discretion to disqualify any individual who tampers with the entry process. The Promoters will not be responsible for:
  - a) Malfunction, delay or traffic congestion on any telephone network or line, computer on-line system, servers or providers, computer equipment, software, or website;
  - b) Failure of any entry to be received by the Promoters as a result of those matters; nor
  - c) 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.
26. The Promoters accept no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason.
27. The Promoters reserve the right in their sole discretion to disqualify any individual who the Promoters have 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 Promoters' legal rights to recover damages or other compensation from such an offender are reserved.
28. The Promoters and their 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.
29. The Promoters make no representations or warranties as to the quality, suitability or merchantability of any goods or services offered as prizes. To the extent permitted by law, the Promoters, their employees and agents are not liable for any loss suffered to person or property by reason of any act or omission, deliberate or negligent, by the Promoters or their employees or agents, in connection with the arrangement for the supply, or the supply, of goods and services by any person to the prize winner and, where applicable, to any persons accompanying the prize winner. This clause does not affect any rights a consumer may have which are unable to be excluded under Australian law. To the fullest extent permitted by law, any liability of the Promoters or their employees or agents for breach of any such rights is limited to the payment of the costs of having the prize supplied again.

**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 Promoters reserve the right to seek damages to the fullest extent permitted by law.

#### **PERSONAL INFORMATION**

30. Entry details remain the property of the Promoters. Acceptance of the prize is deemed to be acceptance by the winner of these Conditions of Entry 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 Promoters.
31. All claims and any copyright subsisting in the claims become and remain the property of the Promoters. The Promoters collect personal information about Entrants to include Entrants in the Promotion.

- 
32. If the personal information requested is not provided, the Entrant may not participate in the Promotion. Entrants can also request to gain access to, update or correct any personal information by contacting the Promoters at the addresses below, or in the case of Village Cinemas Australia, contacting Village Cinemas' Privacy Officer at [privacy@roadshow.com.au](mailto:privacy@roadshow.com.au). All personal information will be stored at the offices of the Promoters.
  33. The Promoters are The Greater Union Organisation Pty Ltd (ABN 99 000 024 439), 478 George Street, Sydney NSW 2000 and Village Cinemas Australia PTY LTD (ABN 36 006 735 002) Jam Factory Complex, 500 Chapel St, South Yarra VIC 3141.
  34. Authorised under **NSW Permit No. LTPS/18/21140, ACT Permit No. TP18/00061 & SA Licence No. T18/54.**