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## The Greater Union Organisation Pty Ltd (“Promoter”)

### Swinging Safari Win\* a trip to Hawaii (“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:

- i. are an Australian resident and
- ii. must be 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 1<sup>st</sup> 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 prizes 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 (**AEDT**) depending on the date. All times are stated using the 24-hour clock.

#### KEY DATES

5. The Promotion commences on **Thursday 11 January, 2018** at 12:01pm (AEDT) and concludes on **Sunday 11 February, 2018** at 11:59pm (AEDT) (“**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 competition announcement of the winning entry will take place at 12.01pm (AEDT) on **Wednesday 14 February, 2018** at Event Hospitality & Entertainment Ltd's Head Office, Level 13, 478 George St, Sydney NSW 2000.

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8. The winner of the Major Prize will be notified immediately by email and phone relying on contact details provided by the Entrant.
  9. Prize must be taken as stated and no compensation will be payable if the winner is unable to use the prize as stated.
  10. **UNCLAIMED PRIZE:** The Promoter reserves the right to select a new prize winner in the event of an Entrant failing to comply with these terms and conditions or forfeiting or not claiming the prize by 12:01pm (AEDT) on **Friday 16 February, 2018**. If the prize remains unclaimed by that date, a second prize award will be held at 3.01pm (AEDT) on **Friday 16 February, 2018** at the same location as the original prize award. 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.
  11. Prize must be accepted by **Wednesday 11 April, 2018** (three (3) months after competition end date).

## HOW TO ENTER

12. To enter the Promotion an Entrant will be required to meet the following conditions:

### a. Non-members –

- i. Must purchase a ticket to see **Swinging Safari** during the Promotion Period at any Event Cinema, Greater Union, BCC or GU Film House online at [www.eventcinemas.com.au](http://www.eventcinemas.com.au) or via the Event Cinema iPhone, iPad or android application or via mobile phones at [m.eventcinemas.com.au](http://m.eventcinemas.com.au).
- ii. Enter via the Promotion link located on the ticket confirmation banner linking to the Promotion page, and submit an entry that is 25 words or less that responds to the following question: **“Describe your most embarrassing summertime memory?”**
- iii. Provide all personal information requested (full name, phone number, and postal address, booking confirmation 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 **Swinging Safari** during the Promotion Period at any Event Cinema, Greater Union, BCC or GU Film House online at [www.eventcinemas.com.au](http://www.eventcinemas.com.au) or via the Event Cinemas iPhone, iPad or android application or via mobile phones at [m.eventcinemas.com.au](http://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.

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- 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 (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: **“Describe your most embarrassing summertime memory?”** and
  - iv. Provide all personal information requested (full name, phone number, and postal address, booking confirmation number or Cinebuzz Member number and email address).
13. Any cost associated with accessing the Promotion website is the Entrant's responsibility and is dependent on the Internet service provider used.
14. 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 of all entries received.

### **ENTRY REQUIREMENTS & VERIFICATION**

15. All entries in the Promotion may be subject to verification by the Promoter, including:
- i. Entrants **MUST** retain 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 2 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 2 days of being asked to do so. At the Promoter's request, an Entrant **MUST** also, within 2 days of being asked to do so, allow the Promoter to inspect a copy of the original of any such document.
16. 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

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- v. Fails to produce items as required or produces items that, in the Promoter's 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

17. Entrants can only enter in their own name.
18. One entry per ticket only.
19. Entries are deemed to be received at the time of receipt in the Promotion database and NOT the time of transmission by the Entrant.
20. 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.

## MAJOR PRIZE

21. There is one Major Prize available to the winning entry for Australia (excluding VIC and TAS), awarded by the Promoter's judging panel:

### Major Prize details:

- Return economy flights from winners nearest capital city to Oahu, Hawaii for two (2) adults. (valued at \$2000pp)
- Return airport / hotel transfers. (valued at \$280)
- Five (5) x nights hotel accommodation (min 4 star) in Waikiki, Oahu, for two (2) adults sharing one room. (valued at \$2800)
- Snorkel Cruise with whale and dolphin watching, for two (2) adults. (valued at \$450)  
**(The "Experience")**
- Travel Insurance, for two (2) adults. (valued at \$400).

Total maximum retail value of the Major Prize is: up to **AUD \$9,880** inclusive of GST.

Prize values are accurate as at **Wednesday 10 January, 2018**. 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. Terms & Conditions apply. Prize value is based on 2018 currency conversion and rates may fluctuate and are subject to change.

## PRIZE CONDITIONS

1. This prize cannot be booked via a travel agent.
2. Package is based on two (2) adults sharing a room.
3. Dates of travel must be confirmed within 90 days of notification of winning prize.
4. Not to be taken over USA or Australian Public or National holidays.

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5. Travel must be completed within 12 months of competition date.
  6. The Prize Winner and their traveling companion must be over the age of 18 years.
  7. The Prize Winner will be required to produce credit card upon check in to hotel for incidentals. This is mandatory.
  8. Flights are economy class and may be indirect. The airline's Conditions of Carriage apply to all flights. The Winner and travelling companions must travel at the same time and are responsible for transport from their residence to their nearest Capital City Airport in Australia. These conditions apply for all flights.
  9. Airline, flight route and dates of travel are subject to the promoter's absolute and final decision.
  10. Travel insurance for duration of prize only.
  11. Any changes by the Prize Winner and their traveling companion made to the specified prize package (including travel extensions, additional guests, etc) will be subject to an administration fee of \$250 excluding GST, which must be settled in full prior to booking confirmation.
  12. Once confirmed in writing, travel dates and names of those travelling are not changeable without incurring extra fees.
  13. If the Prize Winner and their traveling companion wishes to extend the trip it's at their expense. Flights are non-transferrable.
  14. All elements are subject to availability at time of booking. 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 Prize Winner the advertised prize, subject to State legislation. Any incidental costs relating to the prize are the responsibility of the Prize Winner.
  15. The Prize Winner and their companion must travel from the nearest capital city in Australia on the same flights. Travel arrangements (other than those already listed, which forms part of the pricing) to and from the nearest capital city in Australia do not form part of the prize and are the responsibility of the prize winner and their companion. 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 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.
  16. The Promoter and its associated agencies and companies (including any Prize Provider) make 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 its associated agencies

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and companies 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.

17. The Prize Winner and their traveling companion are responsible for all other incidental costs unless otherwise stated, expenses including any costs related to international and domestic flights, passports, taxes, visas, meals, beverages (other than as listed on the brochure page as included in the trip), optional excursions whilst on tour, transfers to and from departure points, additional accommodation and/or chargeable transfers, spending money, 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 (unless specified), 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 will be the sole responsibility of the winner. 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.
18. As a condition of accepting a prize, the Prize 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.
19. The Prize Winner and their traveling companion must be in possession of a valid 5-year passport and must have a minimum of 6 months validity from the return date of entry back into Australia. All entry visas, ESTA forms, and/or travel documents are the sole responsibility of the winner including visa costs if applicable. The Promoter will not arrange entry visas.
20. It is the Prize Winner and their traveling companion's personal responsibility to ensure that they have valid documentation, including but not limited to valid passports and visas, which meet the requirements of immigration and other government authorities at every destination. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be the sole responsibility of the traveller/s. Winner must have a valid e-Passport, along with a valid Electronic System for Travel Authorization (ESTA) for travel to the United States.  
If a passport does not have this feature and the traveller is a citizen of a country that joined the Visa Waiver Program prior to 2008, they can still travel without a visa if:
  - They have a valid passport with a machine-readable zone issued before October 26, 2005
  - Their passport includes a digital photograph and was issued between October 26, 2005 and October 25, 2006.To learn more regarding the VWP please visit [dhs.gov/visa-waiver-program-requirements](https://dhs.gov/visa-waiver-program-requirements)
21. The prize choice is subject to the standard terms and conditions of individual prize and service providers.

## **PRIZE WINNER**

22. 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.

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23. If the Experience component of the Prize is cancelled no compensation will be offered. The Major Prize, or any unused portion of the Major 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 and the Major Prize.
  24. If the Prize Winner and/or their 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. Cancellation charges apply.
  25. 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.
  26. 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.
  27. The Promoter, other entities associated with this competition (including any Prize Provider) 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.
  28. 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.
  29. 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:
    - i. 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

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- 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.
  30. The Promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason.
  31. 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.
  32. 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.
  33. 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.
  34. 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.
  35. 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.

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**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**

36. 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.
37. 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 and/or prize, and Entrant acknowledges that such personal information may also be disclosed to relevant third parties for the specific purpose of administering the promotion and providing the prizes. 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.
38. 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.