The Greater Union Organisation Pty Ltd ("Promoter")

CATS PROMOTION WIN* A TRIP TO THE WORLD PREMERE OF CATS IN NEW YORK ("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 (excluding TAS and VIC); and
 - (b) Must be over 18 years old; and
 - (c) 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
 - (d) Have not been discovered to have breached these Conditions of Entry or 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.

- 2. 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 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 Sydney 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 for ticket purchases from **Thursday**, **14** November **2019** at **12:01** AEDT and concludes for:
 - (a) ticket purchases on Sunday, 1 December 2019 at 23:59pm AEDT; ("Promotional Period")
 - (b) entry submissions on Wednesday, 4 December 2019 at 23:59 AEDT,
- 5. No responsibility will be taken by the Promoter for any ineligible or lost entries or entries submitted received by the Promoter after the closing date. Entries that do not comply with these Conditions of Entry are incomplete, submitted or received by the Promoter after the closing date will be declared void.
- 6. The Promotion prize draw for the winner will take place at **14:00 AEDT on Thursday, 5 December 2019** at Event Hospitality & Entertainment Ltd's Head Office, Level **13**, 478 George St, Sydney NSW 2000.
- 7. The winner of the Major Prize will be notified immediately by email and phone relying on contact details provided by the Entrant.
- 8. UNCLAIMED PRIZE AWARD: The Promoter reserves the right to appoint a replacement winner in the event of an Entrant failing to comply with these Conditions of Entry or forfeiting or not claiming the prize by 12pm AEDT on Friday, 6 December 2019. If the prize remains unclaimed by that date, the Promoter will announce a replacement winner at the same time & location as the original draw on Friday, 6 December 2019 at 14:00 AEDT. 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 replacement prize winner will be contacted by email and phone within 1 business day of the Promoter's decision of the replacement winner.

HOW TO ENTER

- 9. To enter, Entrants must complete the following steps during the Promotional Period:
 - i. Be a Cinebuzz member and be subscribed to receive emails from Cinebuzz;
 - ii. Cinebuzz Members must purchase a ticket to see CATS (2019 theatrical release) during the Promotion Period at Event Cinemas online at <u>www.eventcinemas.com.au</u> or via the Event Cinemas iPhone, iPad or android application or via mobile phone 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.
- c) One entry per transaction only.
- 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 want to attend the World Premiere of Cats in New York?'** and
- iv. Provide all personal information requested (full name, phone number, and postal address, booking confirmation number or Cinebuzz Member number and email address).
- 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 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

- 12. The Promoter 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 Promoter's reasonable satisfaction; or
 - e) Fail 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
 - 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 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.

PRIZE POOL

16. One (1) Major Prize will be awarded for Australia (excluding VIC and TAS):

Major Prize Details:

Prize inclusions:

- Return economy airfare tickets to JFK Airport, New York City for two (2) adults, from the winner's nearest capital city airport in Australia. (Maximum value of \$5,600 RRP).
- Five (5) nights' accommodation in New York, for two (2) adults sharing one room and including breakfast (Valued at \$3,660 RRP);
- Return airport-hotel transfers in New York. (Valued at \$500 RRP)
- Two (2) tickets to the WORLD premiere of CATS on Monday 16th December in New York. ("Experience") (Maximum value of \$1,000).

Total prize is up to a maximum value of AU \$10,760 including GST.

Prize values are based on recommended retail prizes and are correct at the date of printing individual promotion terms and conditions (inclusive of GST). The Promoter accepts no responsibility for any change in prize value between now and the winner announcement 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 winner announcement.

Prize values are accurate as at **Thursday 14 November, 2019**. 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 2019 currency conversion and rates may fluctuate and are subject to change.

PRIZE CONDITIONS

- 17. If the winner is not available during the validity dates the Prize will be forfeited without any compensation to the winner.
- 18. If the winner is not able to travel to coincide with the premiere date (Monday 16 December, 2019) then the prize will be forfeited in it's entirely and no alternative will be offered. The prize will then be redrawn.
- 19. Airline, flight route and dates of travel are subject to the promoter's absolute and final decision.
- 20. Unless otherwise stated, winner and guest/s are to make their own way to and from the Premiere.
- 21. Acceptance of the prize is deemed to be acceptance by the Prize Winner of these terms and conditions and approval to use the Prize 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.
- 22. Package is based on two (2) adults (Over 18 years) departing from and returning to the same Australian capital city, travelling as a pair. The winner will be responsible for any costs associated with reaching the city of departure as well as any additional costs not included in the prize inclusions. Flights are economy class and may be indirect. The airline's Conditions of Carriage apply to all flights.
- 23. Prize is subject to availability at time of booking. The booking of travel arrangements will be based on availability of airfares and accommodation at time of booking. Where accommodation outlined in the prize is unavailable, alternative accommodation will be selected and arranged by Universal.
- 24. Prize must be booked as described no variations are permitted and prize must be taken in its entirety.
- 25. Prize is not transferrable or exchangeable for products, services, cash or foreign exchange products. Any unused portion of the prize will be forfeited.
- 26. Travel insurance is not included in the prize and remains the responsibility of the winner. The Promoter recommends that the prize winner and their travelling companion purchase adequate travel insurance from a reputable travel insurance provider prior to their departure.
- 27. The winner will be responsible for any costs associated with reaching the city of departure as well as any additional costs not included in the prize inclusions.
- 28. Prize must be taken and booked as stated and no compensation will be payable if the winner is unable to use the prize as stated. No variations are permitted and prize must be taken in its entirety.
- 29. Prize is not exchangeable or redeemable for cash or any other goods or services nor can it be 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 relevant state or territory regulations. Any incidental costs relating to the prize are the responsibility of the winner.
- 30. As a condition of accepting the prize, the winner must sign any legal documentation as and in the form required by the Promoter and/or the Prize Provider in their absolute discretion, including but not limited to a legal release and indemnity form.
- 31. Personal Information about the Prize Winner and their traveling companion will be shared with the Promoter, **Universal** and their agents to the extent necessary for prizes to be delivered to the Prize Winner and their traveling companion. Personal Information about the Prize Winner and their traveling companion will also be used and disclosed in accordance with the Promoter's Privacy Policy available at www.eventcinemas.com.au/terms/Privacy.
- 32. Once confirmed in writing, travel dates and names of those traveling are not changeable without incurring extra fees at the expense of the Prize Winner and their traveling companion.
- 33. 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. 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 Prize 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.
- 34. The Promoter and its associated agencies and companies make no representation as to the safety, conditions or other issues that may exist at any destination. It is the responsibility of the Prize Winner and their traveling companion to ensure that they have full and correct documentation for travel. The Promoter and its associated agencies 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.
- 35. 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.

- 36. Winner will be required to produce a credit card upon check in to hotel for all incidental charges. This is mandatory.
- 37. Airline Tickets are non-transferable (i.e. no name changes allowed). Once tickets are issued, they are non-transferable. Any alterations to confirmed flights and/or accommodation and/or scheduling arrangements will be at the expense of the winner and their travelling companions and cannot be split across different time periods.
- 38. Individual supplier terms and conditions apply.
- 39. 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 <u>dhs.gov/visa-waiver-program-requirements</u>

40. 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. The Promoter will not arrange entry visas. Winner and his/her guest are responsible for registering with the US Visa Waiver

programme: <u>www.esta.cbp.dhs.gov</u> if applicable.

PRIZE WINNER

- 34. 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.
- 35. 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.
- 36. 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.
- 37. The Promoter, other entities associated with this Promotion 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.
- 38. If the Promotion does not run for its duration or is not able to be run as planned due to, but not limited to, computer viruses, tampering, unauthorized intervention, fraud, technical failures or any other cause beyond the Promoter's control that interferes with, corrupts or affects administration, security, fairness or proper conduct of the Promotion, the Promoter reserves the right in their sole discretion to cancel, reschedule or modify the Promotion and disqualify any individual who tampers with the entry process. The Promoter 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 Promoter 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 Promotion or downloading any materials relating to the Promotion.
- 39. The Promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason.
- 40. The Promoter reserves the right in their 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.
- 41. The Promoter 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.

42. The Promoter makes 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 Promoter, 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 Promoter 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 Promoter 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 Promoter reserves the right to seek damages to the fullest extent permitted by law.

PERSONAL INFORMATION

- 43. Entry details remain the property of the Promoter. Acceptance of the prize is deemed to be acceptance by the winner of these Conditions of Entry and consent to the Promoter, Prize suppliers, and Universal using the entrant's name, likeness, image and/or voice in the event they are the winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting the Promotion (including any outcome), and promoting any products or services manufactured, distributed and/or supplied by the Promoter, prize suppliers or Universal associated with the Promotion. Further, the winner may be required to participate in a media interview/s and/ or other promotional engagement as determined by the Promoter.
- 44. 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 including to Universal and its agents 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 store
- 45. The Promoter is The Greater Union Organisation Pty Ltd (ABN 99 000 024 439), 478 George Street, Sydney NSW 2000, telephone 02 9373 6600.