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The Greater Union Organisation Pty Ltd  
("Promoter")

WIN A TRIP TO VIETNAM - MAT MCLACHLAN BATTLEFIELD TOURS  
EVENT 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 (excluding TAS and VIC); and
- (b) Over 18 years of age; 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 1<sup>st</sup> 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 **Wednesday 10 July, 2019 at 12:01 AEST** and concludes for:
  - (a) ticket purchases on **Wednesday, 28 August 2019 at 23:59pm AEST; ("Promotional Period")**
  - (b) entry submissions on **Sunday, 1 September 2019 at 23:59 AEST.**
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 Promoter's decision for the winner will take place at **14:01 AEST on Wednesday, 4 September 2019** at Event Hospitality & Entertainment Limited's Head Office, at Level 13, 478 George St, Sydney. The Promoter's decision in relation to any aspect of the Promotion is final and binding on every Entrant.
7. The winner of the Promotion will be notified within 2 business days of the Promoter's decision under paragraph 6, by email and phone relying on the 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 **Wednesday, 25 September 2019**. If the prize remains unclaimed by that date, the Promoter will announce a replacement winner at the same time & location as the original decision on **Thursday, 26 September 2019**. 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 2 business days of the Promoter's decision of the replacement winner.

**HOW TO ENTER**

9. To enter the Promotion an Entrant will be required to:
  - i. Be a Cinebuzz member and be subscribed to receive emails from Cinebuzz;
  - ii. Cinebuzz Members must purchase a ticket to **"DANGER CLOSE: THE BATTLE OF LONG TAN"** during the Promotion Period at any Event Cinemas, Greater Union, BCC or GU Film House at the box office or from the Event Cinemas desktop website [www.eventcinemas.com.au](http://www.eventcinemas.com.au) or mobile site 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 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: **“Tell us why you would love to travel to Vietnam?”**
    - iv. Provide all personal information requested (full name, phone number, and postal address, booking confirmation number, 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. One ticket per session counted.
  12. One entry per qualified Cinebuzz membership number.
  13. 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 interesting and creative of all entries received.

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

14. 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**

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 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**

18. One (1) Major prize will be awarded for Australia (excluding VIC and TAS):
  - Return economy class fares for two (2) adults departing from winner’s nearest Australian capital city on 8 or 9 August 2020 (dependant on flight schedules). Arriving in Hanoi on 9 August 2020. Departing Ho Chi Minh City (Saigon) on 20 August 2020.
  - Mat McLachlan Battlefield Tour’s 12-day Vietnam Past & Present Tour for two (2) adults, taking place from **9 to 20 August 2020**, encompassing the commemoration of the Battle of Long Tan.
  - **Tour includes:**
    - Services of an expert Historian
    - 11 nights’ accommodation
    - Deluxe coach transportation
    - Flights from Hanoi to Hue, and Danang to Ho Chi Minh City
    - 11 breakfasts, 8 lunches and 6 dinners

Total prize is up to a maximum value of **\$8,798 AUD** 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 and the prize supplier accept 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.

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## PRIZE CONDITIONS

19. The prize or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash. Prize must be taken 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. Any unused portion of the prize will be forfeited.
20. The Prizes are subject to the standard terms and conditions of individual prize and service providers.
21. 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.
22. 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 Travel & Living Pty Ltd trading as Mat McLachlan Battlefield Tours ("**Tour Prize Supplier**").
23. Package is based on two (2) adults 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 capital city of departure as well as any additional costs not included in the prize inclusions.
24. The Prize Winner and their travelling companion must both be over the age of 18 years and must be able to depart from Australia on 8 or 9 August 2020 (dependant on flight schedules), for arrival in Hanoi on 9 August 2020 and must travel on the Tour Prize Supplier's 12-day Vietnam Past & Present Tour. If the Prize Winner and their companion are not able travel on these specified dates, the prize will be forfeited and will not be transferable or exchangeable and cannot be taken as cash. Travel dates are subject to change and the winner will be notified of new dates if this occurs.
25. 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 from Australia.
26. Winner to provide minimum of 60 days' notice of intent to travel (from intended departure date). Passenger names, current passport copies and intended travel dates will be required.
27. 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.
28. 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 providers (Transmission Films & Tour Prize Supplier) in their absolute discretion, including but not limited to a legal release and indemnity form.
29. The prize choice is subject to the standard Conditions of Entry of individual prize and service providers.
30. The Prize Winner and their traveling companion must be in possession of a valid 5-year passport and must have a minimum of 90 days validity for the duration of the prize holiday. All entry visas and/or travel documents are the sole responsibility of the winner including visa costs if applicable. The Promoter, Transmission Films and the Tour Prize Supplier do not arrange entry visas.
31. The Prize Winner and their traveling companion must provide the Promoter with a copy of their passports to ensure names are spelled correctly and validity of their passports. The Prize Winner and companion must supply the above information to the Promoter at least 60 days' notice prior to the specified departure date.
32. Personal Information about the Prize Winner and their traveling companion will be shared with the Promoter, Transmission Films and the Tour Prize Supplier and their agents to the extent necessary for prizes to be delivered to the Prize Winner and their traveling companion.
33. 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.
34. The Prize Winner and their traveling companion must travel from Australia 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.
35. The Promoter and its associated agencies and companies and the prize suppliers (including Transmission Films and the Tour Prize Supplier) 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.

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36. The Prize Winner and their traveling companion are responsible for all other expenses including spending money, meals (excluding those listed as included in the tour), 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.
  37. If the Prize Winner and their traveling companion wishes to extend the trip it's at their expense. Flights are non-transferrable.
  38. For full Tour Prize Provider terms and conditions visit : <https://battlefields.com.au/terms/>

#### **PRIZE WINNER**

39. If a 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 judged in the Unclaimed Prize Award.
40. To the full extent permitted by law, the Promoter, its associated companies and agencies, and prize suppliers 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 prize, 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.
41. 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.
42. The Promoter, other entities associated with this Promotion and their related bodies corporate, and each of their officers, employees and agents, and prize suppliers 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 a prizes, except to the extent that any such liability cannot be excluded by law.
43. 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, or affects administration, security, fairness or proper conduct of the Promotion, the Promoter reserves the right in its 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:
  - 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
  - iii. 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.
44. Neither the Promoter nor the prize suppliers accept responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason.
45. 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.
46. 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.
47. 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.
48. Neither the Promoter nor the prize suppliers assume 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

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- 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**

- 49. 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 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 Promotion. Further, the winner may be required to participate in a media interview/s and/ or other promotional engagement as determined by the Promoter.
- 50. 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 the prize providers 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. 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.
- 51. The Promoter is The Greater Union Organisation Pty Ltd (ABN 99 000 024 439), 478 George Street, Sydney NSW 2000, telephone 02 9373 6600.