

The Greater Union Organisation Pty Ltd  
("Promoter")

TOP GUN MAVERICK  
EVENT CINEMAS AU – GOLD CLASS TICKET INCENTIVE CINEBUZZ 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 (AEDT) depending on the date. All times are stated using the 24-hour clock.

**KEY DATES**

4. The Promotion commences for ticket purchases from **Thursday, 5 May 2022 at 12:01 AEDT** and concludes for:
- (a) Ticket purchases on **Wednesday, 22 June 2022 at 11:59 AEDT** ("Promotion Period")
  - (b) Final entry submissions will be accepted until **Wednesday, 29 June 2022 at 11:59 AEST**.
5. 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.
6. The Promoter's decision on the **20** winning entries will be announced on **Wednesday, 6 July 2022 at 3:01pm AEST** 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 winners of the promotion will be notified within 2 business days of the Promoter's decision under paragraph 6 by phone or email relying on contact details provided by the Entrant.
8. **UNCLAIMED PRIZE AWARD:** The Promoter reserves the right to appoint a replacement winner/s in the event of an Entrant failing to comply with these Conditions of Entry or forfeiting or not claiming the prize by **Wednesday, 13 July 2022**. If a prize remains unclaimed by that date, the Promoter will announce a replacement Prize Winner/s at the same time & location as the original decision on **Thursday, 14 July 2022**. Disposal of any unclaimed prize/s 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 register (sign in online or scan their card at the Box Office) for every unique "**Top Gun Maverick**" session purchased between the promotional period;
  - III. Purchase two (2) Gold Class tickets at a minimum (with one ticket per session & per member counted) to see any unique session of "**Top Gun Maverick**" from any Event Cinema with a Gold Class at the box office or from the Event Cinemas desktop website [www.eventcinemas.com.au] or mobile site during the Promotion Period.
  - IV. Qualifying Cinebuzz Members will be sent an e-mail containing a link to the Promotion entry form within 24-48 hours after their second purchase where they will be asked to submit a 25 words or less entry that responds to the following question: "**What would your Top Gun pilot alias be and why?**"
  - V. Provide all personal information requested (full name, phone number, and postal address, booking confirmation numbers 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. One entry per qualified Cinebuzz membership number
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 of all entries received.

**ENTRY REQUIREMENTS & VERIFICATION**

13. 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. Tamper with the operation of the Promotion or web site or found to be using multiple aliases, household addresses or email addresses; or

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- 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

14. Entrants can only enter in their own name.
15. Entries are deemed to be received at the time of receipt in the Promotion database and NOT the time of transmission by the Entrant.
16. 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 a prize.

#### MAJOR PRIZE

17. 20 Major Prizes will be awarded for Australia (excluding ACT, VIC and TAS):

##### Prize Details

Each winner will receive:

- 1 x Top Gun Maverick Bomber Jacket valued at \$85.00

**Total Prize Pool RRP is \$1,700 AUD including GST.**

18. Prize values are accurate as at Thursday 28 April 2022. Neither the Promoter nor the Major Prize Supplier accept responsibility for any change in prize value. The winners are 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

19. The prize or any unused portion of the prizes, are not transferable or exchangeable and cannot be taken as cash. Prize must be taken as stated by the expiry date 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. If the Promotion is cancelled no compensation will be offered.
21. If film release date changes, the Promoter reserves the right in its sole discretion to cancel, reschedule or modify the Promotion.
22. The Major Prize Supplier and their relevant agencies are responsible for the prize fulfilment. The Promoter does not accept responsibility for prize fulfilment.
23. The Prizes are subject to the standard terms and conditions of individual prize and service providers.
24. Prize is subject to availability and we reserve the right to substitute any prize component with another of equivalent value *without* giving notice.
25. 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.
26. 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 (Universal Pictures International Australasia Pty Ltd) in their absolute discretion, including but not limited to a legal release and indemnity form.
27. The Promoter and the Major Prize Supplier accepts no responsibility for any damages to the prize that have occurred in transit to the Prize Winner
28. Personal Information about the Prize Winner will be shared with the Promoter, Universal Pictures International Australasia Pty Ltd and their agents to the extent necessary for prizes to be delivered to the Prize Winners.
29. Individual supplier terms and conditions apply.

#### PRIZE WINNERS

30. 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.
  31. The prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash, gift cards, traveller's cheques, cash passports or any other form of currency.
  32. 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.
  33. To the full extent permitted by law, the Promoter, its associated companies and agencies, and the Major Prize Supplier 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.
  34. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought by a winner.
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35. The Promoter, other entities associated with this Promotion and their related bodies corporate, and each of their officers, employees and agents, and the Major Prize Supplier 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 a winner's acceptance and use of a prizes, except to the extent that any such liability cannot be excluded by law.
36. Entry details remain the property of the Promoter. Acceptance of a prize is deemed to be acceptance by a winner of these terms and conditions and approval to use a winner's name and photograph for publicity purposes, unless specifically requested by a 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. A photograph of a winner experiencing the prize is required to be provided to The Greater Union Organisation Pty Ltd for use on via their marketing assets and social media pages, at a later date.
37. 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:
- Malfunction, delay or traffic congestion on any telephone network or line, computer on-line system, servers or providers, computer equipment, software, or website;
  - Failure of any entry to be received by the Promoter as a result of those matters; nor
  - 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.
38. Neither the Promoter nor the Major Prize supplier accept responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason.
39. 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.
40. 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.
41. 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.
42. Neither the Promoter nor the Major Prize Supplier assume responsibility for:
- 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
  - any technical difficulties with the entry mechanism and does not warrant that the entry mechanism will be available at all times; or
  - any theft, destruction or unauthorized access to, or alteration of such communications; or
  - any problem with, or technical malfunction of, any computer system or other equipment used for the conduct of the Promotion;
  - Any incorrect or incomplete information, which may be communicated in the course of the administering this Promotion; or
  - COVID-19 or any government body order or restriction in relation to COVID-19 (for example, state border closures) which prevents or delays delivery of the prize to the Prize Winner.

**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 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.
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 **PARAMOUNT PICTURES** and its related bodies corporate 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 stored at the office or in the electronic database of the Promoter.
45. The Promoter is The Greater Union Organisation Pty Ltd (ABN 99 000 024 439), 478 George St, Sydney NSW 2000, telephone number (02) 9373 6600.
46. The Major Prize Supplier is Paramount Pictures Pty Ltd. Level 1 – 65 Pirrama Road Pyrmont NSW 2009.