Destination Melbourne "Win with Melbourne Now" Promotion Terms & Conditions

STANDARD TERMS

1. Information on how to enter forms part of the terms of entry.

WHO CAN ENTER

- 2. Subject to clauses 2.2 entry is open to all residents of Victoria.
- 3. Employees and their immediate families of Destination Melbourne and their associated agencies and companies are not eligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether by natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.
- Entrants under the age of 18 years must obtain the prior permission of a parent or guardian over the age of 18 years before entering the competition.

WHEN TO ENTER

 The competition commences on Friday 1 February 2019 at 10:00 (AEST) and concludes on Thursday 28 February 2019 at 23:59 (AEDST) ("the Competition Period"). Entries must be received by the Promoter by the competition close date and time.

HOW TO ENTER

 In order to enter the competition entrants must complete the entry from on <u>www.melbournenow.com.au/win</u>. Entrants must supply their full name and email address. Entry is free.

PRIZE

- 7. There is 1 major Formula 1® Rolex Australian Grand Prix 2019 prize on offer which includes: 2 x 4-day General Admission tickets, 1 x Guided Paddock Tour for the winner and their guest, plus 1 x Guided Pit Lane Walk for the winner and their guest. The prize value is \$1,350.
- 8. Validity of the prize cannot be extended and the prize cannot be used in conjunction with any other offer. The prize is subject to terms and conditions. Validity dates as per each pass.
- Accommodation, spending money, meals, insurance, items of a personal nature and all other ancillary costs are not included unless otherwise stated as part of each prize package.
- 10. The prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated. If a winner is unable to satisfy these terms and conditions or a prize is not utilised or able to be taken within the specified timeframe, the prize will be forfeited by the winner and cash will not be awarded in lieu.
- 11. The prize is not transferable, exchangeable, refundable or redeemable for cash. In the event that any prize item is unavailable, the Promoters reserve the right to substitute a prize or item of equal or greater value. Any taxes (other than GST, if any) which may be payable as a consequence of a winner receiving the prize are the sole responsibility of the winner.
- 12. In participating in the prize, the winner agree to participate and cooperate as required in all editorial activities relating to the promotion, including but not limited to being interviewed and photographed. The winners grant the Promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide and the winners will not be entitled to any fee for such use.
- 13. The winner agrees that they will not sell or otherwise provide their story and/or photographs to any media or other organisation. The customer undertakes to be personally liable to observe these terms and conditions.

HOW TO WIN

- 14. Each entrant who has entered the competition over the Competition Period and registered all details in accordance with clause 2, 3 and 4 will be entered into the prize draw. All draws will take place at Destination Melbourne, Level 12, 50 Queen Street, Melbourne VIC 3000 on Friday 1 March 2019 after 9:00am (AEST)
- 15. The winner will be chosen from a random draw of entries received in accordance with these terms and conditions. The draw will be performed by a random computer process and the winner will receive the prize as stated above.
- 16. The winner will be notified by phone or email within 3 business days of the draw.

- 17. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the result.
- 18. The winner must, on request by the Promoters, be able to provide evidence which, to the reasonable satisfaction of the Promoters, demonstrates that the winner is an eligible entrant (as per clause 2, 3 and 4) and has complied with these Terms and Conditions.
- It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
- Subject to any written directions given under regulation 37 of the Lottery and Gaming Regulation 1993 (SA), an unclaimed prize draw will take place at Destination Melbourne, Level 12, 50 Queen Street, Melbourne VIC 3000 on Friday 8 March 2019 after 9:00am (AEDST)

NO LIABILITY

- 21. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoters' ability to proceed with the competition on the dates and in the manner described in these terms and conditions, 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 the competition and recommence it from the start on the same conditions, subject to State Legislation.
- Destination Melbourne and associated agencies and companies will take no responsibility for prizes damaged or lost in transit, or late, lost or misdirected entries.
- 23. Destination Melbourne and associated agencies and companies will not be liable for any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur:
 - a. during the draw;
 - b. as a consequence of late, lost or misdirected entries;
 - due to the broadcast of any program relating to the competition or the publication of any material, including any statements made by any compere, staff member, journalist, other entrants or any other person;
 - arising from or related to any problem or technical malfunction of any telephone network or lines or mobile communications network related to or resulting from participation in this promotion;
 - e. during the use of the prizes;
 - f. due to circumstances outside the Promoters' reasonable control.
- 24. Destination Melbourne and their affiliates 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 reserves the right to take any action that may be available.
- 25. If, for any reason, this competition is not capable of being conducted as planned, including, but not limited, due to tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoters which corrupt or affect the administration security, fairness, integrity or proper conduct of this competition, 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 competition, subject to State Legislation.

PROMOTER'S DETAILS

- 26. The Promoter is Destination Melbourne (ABN 39 110 657 264) of Level 12, 50 Queen Street, Melbourne VIC 3000.
- 27. Destination Melbourne collect your information to include you in this competition and will disclose the information to others who help us run the competition. The winning entries will be as per section 6 above. We may also use the information to assist us in improving our goods and services and to contact you in the future in regard to our other goods and services. We may share your information with other persons or entities who assist us in performing the above.