

# 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.
4. 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

5. The competition commences on Wednesday 1 May 2019 at 9:00 (AEST) and concludes on Wednesday 12 June 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

6. In order to enter the competition entrants must complete the entry form on [www.melbournenow.com.au/win](http://www.melbournenow.com.au/win). Entrants must supply their full name and email address. Entry is free.

## PRIZE

7. There are 2 major prizes to be won. Each prize includes a double pass to Terracotta Warriors & Cai Guo-Qiang at NGV International. The prize value is \$60.00 per double pass.
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.
9. 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/s are unable to use the prize as stated. If the winner/s are 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/s and cash will not be awarded in lieu.
11. The prize is not transferable, exchangeable, refundable or redeemable for cash.
12. The winner/s agree 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

13. 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 Thursday 13 June 2019 after 9:00am (AEST)
14. The winner/s 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/s will receive the prize as stated above.
15. The winner/s will be notified by email within 3 business days of the draw.
16. The Promoter’s decision is final and the Promoter will not enter into correspondence regarding the result.
17. The winner/s must, on request by the Promoters, be able to provide evidence which, to the reasonable satisfaction of the Promoters, demonstrates that the winner/s are an eligible entrant (as per clause 2, 3 and 4) and has complied with these Terms and Conditions.
18. 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 Wednesday 26 June 2019 after 9:00am (AEDST)

## NO LIABILITY

19. 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.
20. Destination Melbourne and associated agencies and companies will take no responsibility for prizes damaged or lost in transit, or late, lost or misdirected entries.
21. 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;
  - c. 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;
  - d. 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.
22. 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.
23. 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

24. The Promoter is Destination Melbourne (ABN 39 110 657 264) of Level 12, 50 Queen Street, Melbourne VIC 3000.
25. 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.