

## RENAULT AUSTRALIA VIP STARS LOUNGE COMPETITION

### TERMS AND CONDITIONS OF ENTRY

#### INTRODUCTION

1. The following terms and conditions ("**Terms and Conditions**") apply for the Melbourne Stars 'Renault Australia VIP Stars Lounge' promotion' (the "**Promotion**").
2. The Entrant is any person who enters the Promotion in accordance with these terms and conditions (**Entrant**). Entrants under 18 years of age must have parental/guardian approval to enter and further, the parent/guardian of the Entrant must read and consent to these Terms and Conditions.
3. Information on how to enter the Promotion and prize details form part of these Terms and Conditions.
4. Participation in the Promotion is deemed acceptance of these Terms and Conditions.

#### METHOD OF ENTRY

5. The Promotion will run from Thursday 19 January 5.30pm (AEST) to Friday, 20 January 2017, 5pm (AEST).
6. To enter the Promotion an Entrant must:
  - a. Explain why they are the Stars biggest fan of the Melbourne Stars.
7. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. Incomplete, indecipherable, or illegible entries will be deemed invalid.
8. Employees of Melbourne Stars and agencies associated with this competition, and their respective immediate families, are ineligible to enter.
9. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including but not limited to an entrant's identity and place of residence) and disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process.
10. If there is a dispute as to the identity of an entrant, the Promoter reserves the right in its sole discretion, to determine the identity of the entrant.

#### PRIZES

11. The prize includes four (4) Stars Lounge hospitality tickets to the Stars match on 21 January (includes entry and hospitality for the match) and a Melbourne Stars merchandise and gift voucher valued at \$100. The total value of this prize is \$1300.00.
12. The Prizes are not transferable, exchangeable or redeemable for cash. Prize values are in Australian dollars exclusive of GST and are based on the recommended retail value of the prize at the time of printing. The Promoter accepts no responsibility for any variation in the value of any prize. If a prize is unavailable, for whatever reason, the Promoter, in its discretion, reserves the right to substitute the prize for a prize of equal value and/or specification. To the extent permitted by law: (a) the Promoter makes no representations or warranties as to the suitability of the Prize; and (b) no compensation will be payable if, for any reason, a winner is unable to use the Prize as stated.

## How to Win the Prize

13. This is a competition of judgement. The winner will be determined based on the response to the competition question.
14. The Promoter's decision on the Promotion winners is final and no correspondence will be entered into.
15. It is a condition of accepting the Prize that the winner must comply with all the conditions of use of the Prize and prize supplier's requirements.
16. Entrants consent to the Promoter using the Entrant's (and their officers and agents) name, likeness, image and/or voice in the event they are a 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 materials manufactured, distributed and/or supplied by the Promoter or the Prize supplier. The Promoter may require the winner to partake in media exposure, including but not limited to future promotional, marketing and publicity without any further reference, payment or other compensation.

## GENERAL

17. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law:
  - a. To disqualify any entrant; or
  - b. To modify, suspend, terminate or cancel the Promotion, as appropriate.
18. 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 within 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 or vary the Promotion and recommence it from the start on the same conditions, subject to any relevant Legislation.
19. Except for any liability that cannot be excluded under the Consumer Guarantees (as defined below) or other applicable law, the Promoter (including its officers, employees and agents) excludes all liability (including negligence), for any personal injury, or any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of the promotion, including, but not limited to, where arising out of the following: any technical difficulties or equipment malfunction (whether or not under the Promoter's control); any theft, unauthorised access or third party interference; any entry or Prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; any variation in Prize value to that stated in these Terms and Conditions; any tax liability incurred by any entrant; any Prize(s); or participation in or use of the Prize. In these terms and conditions, 'Consumer Guarantees' means the consumer guarantees which apply to the supply of products or services under the Australian Consumer Law set out in Schedule 2 to the Competition and Consumer Act 2010 (Cth), as amended from time to time, or other similar legislation of a state or territory of Australia.
20. The Promoter reserves the right, at any time, to verify the validity of entries, Entrants and other any other persons submitting entries (including a person's membership, identity, age and place of residence, and, where an Entrant is aged under 18, that the person submitting their entry is their parent or legal guardian). Proof of Membership, identification, age, residency, entry and parenthood or legal guardianship considered suitable for verification is at the discretion of the Promoter.
21. The Promoter reserves the right in its sole discretion to disqualify any individual who it has reason to believe has breached any of these Terms and Conditions, 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.

22. If the Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law, and subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Promotion, as appropriate.
23. As a condition of accepting the prize, the winner may be required to sign legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
24. The Promoter collects personal information in order to conduct the Promotion and entry into the promotion is conditional on the provision of this information by an entrant. Information about an entrant may also be used by the Promoter and may be disclosed and used by third parties, including but not limited to agents, contractors, service providers, prize suppliers and related companies for the purposes of carrying out promotional, marketing, planning, product development, publicity, research and profiling purposes, including sending electronic messages, direct mail and telephoning the entrant, unless the entrant withdraws their consent to the use of their information in this manner. Entrants should direct any request to access, update, withdraw, correct information, or request not to receive information about future promotions or further correspondence by emailing the Promoter at [info@melbournestars.com.au](mailto:info@melbournestars.com.au).
25. All personal information will be collected, used and disclosed in accordance with the Promoter's Privacy Policy which can be found at [www.melbournestars.com.au](http://www.melbournestars.com.au).

The Promoter is Melbourne Stars ABN 28 152 852 278 of 80 Jolimont Street, East Melbourne VIC 3002.