

## TERMS AND CONDITIONS

### MELBOURNE STARS SHAZAM COMPETITION

#### INTRODUCTION

1. The following terms and conditions ("**Terms and Conditions**") apply for the Melbourne Stars 'Shazam competition' (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.

#### HOW TO ENTER

5. The Promotion commences at 9am AEDST on **4 October 2018** and closes at 11:59pm AEDST on **10 February 2019 (Registration Period)**.
6. Entry into the promotion is automatic upon a person undertaking as follows:
  - (a) The Entrant must use the Shazam app to scan the Melbourne Stars television commercial while it plays, either on live TV or over digital platforms
  - (b) The Entrant will then be directed to the website [www.melbournestars.com.au/shazamtowin](http://www.melbournestars.com.au/shazamtowin) and must enter the following information
    - i. Their personal details
    - ii. In 25 words or less, why should your family win a trip to Nickelodeon Land at Sea World on the Gold Coast

#### (the **Registration Process**)

7. The Entrant must ensure that the Registration Process is completed during the Registration Period.
8. The Promoter reserves the right to extend the Registration Period at its own discretion and subject to any relevant legislation.
9. Entries will be deemed accepted once the Registration Process is completed. No responsibility will be taken for lost, late or misdirected entries. The Promoter holds no responsibility for incorrect or insufficient details provided by the Entrant. Should an Entrant's details change, it is the responsibility of the Entrant to provide these details to the Promoter.
10. 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.
11. Employees of Melbourne Stars and agencies associated with this competition, and their respective immediate families, are ineligible to enter.

12. 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.
13. 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.

#### **PRIZE**

14. The major prize winner will receive:
  - a. Trip to Nickelodeon Land on the Gold Coast, consisting of:
    - i. Return economy airfares from the nearest city where the Nickelodeon Land Prize was awarded to the Gold Coast for 2 adults and 2 children under 15 years of age;
    - ii. Four nights' accommodation in a Resort room suitable for 2 adults and 2 children under 15 years of age at SeaWorld Resort & Water Park;
    - iii. 1 x Family Super Pass (general admission) for unlimited admission of 2 adults and 2 children (age 3-14) to the Winner's choice of three Gold Cost Theme Parks; and
    - iv. Return private car transfers from Gold Coast Airport to the SeaWorld Resort.

The total value of the major prize is \$4,498 (including GST).

#### 15. Additional Prize Terms

- (a) All components of the Prize are subject to availability at the time of booking.
- (b) Prize cannot be claimed for Saturday nights, public holidays, gazetted school holiday periods in Queensland and Gold Coast 600 period as defined by Sea World Resort.
- (c) Any alterations to confirmed details will be at the expense of the Prize winner.
- (d) Resort Double Rooms have two double beds. Meals, transport and other incidentals are not included except where specifically stated
- (e) Prize is not transferable or redeemable for cash and all components of the prize must be taken together and booked as one package.
- (f) If the winner is under 18 years the prize may at the absolute discretion of the Promoter be awarded to the winner's parent or guardian.
- (g) Winners are responsible for their own travel insurance.

#### **Prize Restrictions/Exclusions**

#### 16. Age of Winner

If the Prize winner, or recipient or participant in a challenge or activity conducted in connection with this Promotion is younger than 18 years of age, a parent or legal guardian of that person must be present for the duration of that event or prize fulfilment, as one of the participants. The Promoter reserves the right to appoint a chaperone to accompany such participants. The participants agree to the chaperone being present with them for the duration of the prize and agree to comply with any reasonable directions or guidelines notified to them by the Promoter or their chaperone.

#### 17. Expenses

Unless expressly stated in these terms and conditions, all other expenses are the responsibility of the winners (and their companions) including but not limited to current passports, flight upgrades, visas, meals, spending money, transport to and from departure and arrival points, transfers, drinks, incidentals, mini-bar, laundry, room service, telephone calls, activities, airport taxes (including departure taxes), fuel surcharges, energy surcharges, gratuities, services charges, travel insurance, pre and post accommodation, optional activities or excursions and all other ancillary costs. A credit card imprint or cash

deposit may be required from the winner or their parent/guardian at check-in to the hotel, for all incidental charges.

Frequent flyer points may not be awarded at the discretion of the Promoter and do not form part of the prize.

18. Acknowledgement of Risk

By entering the Promotion, and by collecting a Prize, the winner and/or their parent/guardian acknowledge and accept that driving, travel and any other activities comprising the prize, are inherently dangerous and may result in death, injury, incapacity, damage to property or other losses. The Promoter and its prize suppliers (including but not limited to Sea World Resort) are not responsible for any acts of god, such as adverse weather conditions or industrial action or civil commotion that may occur whilst the winner is travelling. It is the responsibility of the Winner to enquire about local issues and conditions at destinations prior to travel. The Promoter does not guarantee that the winner will enjoy a Prize or be suited to the type of Prize that is offered.

19. Travel

The winner must travel on the same flights and itinerary as their travelling companions. Each winner and their travelling companions will need to make their own way to their nearest capital city airport to board their flights and are responsible for all transfers and charges. Frequent flyer miles cannot be accrued on any airfare connected with this Promotion. Flights and accommodation are subject to availability at the time of booking and cannot be exchanged for other destinations.

Compliance with any health or other government requirements (including immigration) is the responsibility of each winner and their travel companions. All prize travel will be subject to the third party provider's terms and conditions. The Promoter accepts no liability where a winner or travel companion is unable to fulfil any health or other government requirements.

The Promoter makes no representation as to the safety, conditions or other issues that may exist at any destination.

20. Prize Claim Date & Blackout Dates

The Nickelodeon Land Prizes must be redeemed by 31 December 2019.

The Nickelodeon Land Prizes must be redeemed by 31 December 2019. Nickelodeon Land Prizes cannot be redeemed during school holidays and peak periods (as notified by the Promoter), including the following blackout dates - 8/12/2018 to 05/01/2019, 24/01/2019 to 30/01/2019, 18/04/2019 to 26/04/2019, 06/04/2019, 8/06/2019 to 11/06/2019 and 13/12/2019 to 31/12/2019. Winners of the Nickelodeon Land Prizes must provide all suppliers with a minimum of 60 days advance notice of intention to travel. Embargo restrictions apply during certain periods. Bookings are subject to conditions & availability (including but not limited to capacity limitations and other restrictions).

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21. For the avoidance of doubt, there will be no other prizes.

22. The Promoter will advise the winners about how and when they are to accept their prize. If for any reason the winners do not take the prize at the time stipulated by the Promoter, the prize will be forfeited.

23. The prizes (or any used or unused portion thereof) 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 prize components at the time of printing.

24. The Promoter accepts no responsibility for any variation in the value of any prize.

25. If a prize is unavailable, for any reason, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification and or an alternative date.
26. To the extent permitted by law: (a) the Promoter makes no representations or warranties as to the suitability of the prizes; and (b) no compensation will be payable if, for any reason, a winner is unable to use the prize as stated.

#### **AWARD OF PRIZE**

27. The promotion is a game of skill. Chance plays no part in determining the winner. Each entry will be individually judged according to its merits on the bases of creativity and originality as determined in the complete discretion of the Promoter. The Promoters decision is final and no correspondence will be entered into. All Entrants will have an equal and random chance of being drawn. One winners will be chosen at random from all eligible entries received. The prize draw will take place at the Promoter's offices at CitiPower Centre, Lakeside Drive, St Kilda VIC 3182 at 10am (local time) on 12 February 2019
28. The winner of the prize will be notified by telephone and by email, within 2 business days of the draw, using contact details registered on their entrance form. The winner's name will also be published on the Promoter's website within two weeks of the draw for a period of 28 days.
29. The Promoter's decision in relation to any aspects of the competition is, subject to State and Territory legislation, final and binding on every person who enters and no correspondence will be entered into.
30. In the event that the winner is unable to be contacted, and all reasonable methods of communication are unsuccessful, unclaimed prizes will be distributed by an unclaimed prize draw conducted by the Promoter at CitiPower Centre, Lakeside Drive, St Kilda VIC 3182 at 11:00am (local time) on 12 March. The winner of any unclaimed prize draw will be notified in writing within 2 business days of the draw and published on the Promoter's website on 14 March, 2019 for a period of 28 days. The prizes offered by this Promotion remain the property of the Promoter until claimed by the respective prize winner.

#### **GENERAL**

31. 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.
32. 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.
33. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010* (Cth), as well as any other implied warranties under the *Australian Securities and Investments Commission Act 2001* (Cth) or similar consumer protection laws in the States and Territories of Australia (**Non-Excludable Guarantees**). Except for any liability that cannot be excluded by law, including the Non-Excludable Guarantees, the Promoter (including its officers, employees and agents) excludes all liability (including negligence), for any personal injury suffered or sustained in connection with this Promotion or prizes; 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:

- a. any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
  - b. any theft, unauthorised access or third party interference;
  - c. 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;
  - d. any variation in prize value to that stated in these Terms and Conditions;
  - e. any tax liability incurred by a winner or entrant; or
  - f. use of the prize.
34. 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.
35. 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).
36. 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).
37. The Promoter is Melbourne Stars Limited ABN 48 152 852 278 located at CitiPower Centre, Lakeside Drive, St Kilda Victoria 3182