

**GENERAL COMPETITION TERMS – TRADE PROMOTION “GAME OF CHANCE”
SCHEDULE TO TERMS OF ENTRY**

	Promotion	Oktoberfest Brisbane – “Win a trip for 2 to Germany”
	The Promoter	Oktoberfest Brisbane (ACN 624 012 415) of PO Box 383, Holland Park QLD 4121
	Promotion Period	Entries open - 5am (AEST) Monday 7 th October 2019 Entries close 10pm (AEST) Sunday 20 th October 2019
	Age Restriction	Must be aged 18 years and over to enter.
	Maximum Entries	Single entries only are permitted.
	Eligible States and Territories.	Queensland
	Entry Method	To enter, Entrants need to log onto Messenger and then proceed by; <ul style="list-style-type: none"> a. Answering the questions in the quiz b. Entering your contact details <p>Once you have successfully registered your personal details you will be entered into the draw.</p>
	Entry Restrictions	Entry is restricted to those 18 years of age and over.
	Draw Details	The winner will be chosen at random from all eligible entries received. The draw will take place at 12pm Friday 25 th October 2019 at 18 Josephine Street, Loganholme QLD 4129.
	Prize	There is one (1) prize only: “Win a trip for 2 to Germany” by way of 2 x Return Flights to Germany with Singapore Airlines – Valued at \$6,000 and \$1,000 AUD spending money. Prize is subject to Prize Restrictions and Conditions.
	Prize Restrictions	The Promoter will require the winner to produce Photo ID proof that includes their date of birth in a form acceptable to the promoter (in its sole and absolute discretion). If the winner is unable to satisfy this identification requirement, or if the Promoter (in its sole and absolute discretion) is not satisfied that the Winner has complied with these Terms of Entry, the winner will be ineligible to receive the Prize. <p>The following conditions apply to the Prize;</p>

		<ul style="list-style-type: none"> • Travel must be on Singapore Airlines operated services only from Brisbane to Munich return • The tickets must be issued prior to 15 March 20 • All travel must be completed on or before 31 March 2020 • Changes are not permitted after ticketing • Travel is subject to availability at the time of booking • Tickets are valid for 35 days from the date of departure • Travel is not permitted during Christmas and School Holidays, and other blackout periods may apply • Any portion of the tickets that remain unused after the expiry date shall be deemed null and void • Tickets are non-transferable, non-refundable and non-redeemable for cash • The recipient is responsible for all travel costs relating to government taxes, airport charges and all levies and surcharges (Approximately AUD260.00 per person) • The recipient is responsible for all travel costs to and from the point of departure, all meals, beverages, accommodation, extra activities, spending money, travel insurance, passports, visas, airport transfers, freight, excess baggage, all other ancillary costs and compliance with any health or other government requirements or any other incurred expenses • No Frequent Flyer miles will be accrued as part of this prize and is not applicable for redemption upgrade • \$1,000 Spending money will be provided in the form of a Visa Gift Card.
	Total Prize Value	Total Prize Value is up to \$7,000.00 (incl GST).
	Notification of Winner	The winner will be notified by email and/or telephone by 4:00pm on Friday 25 th October 2019. The winner's details will also be advertised on the goa digital network.
	Prize Claim Date	The winner has 14 days from the notification date to claim and collect their prize.
	Prize Delivery	<p>Confirmation of the prize will be available for collection from Oktoberfest Brisbane during business hours, and must be collected within 14 days of the winner being notified.</p> <p>The prize can only be collected by the winner or a pre-nominated person who must be 18 years of age or over), and produce a valid Photo ID confirming their identity and their date of birth.</p> <p>Should the prize not be collected within the set time frame the prize will be forfeited.</p>

		Details of how to claim and book the flights will be contained in the confirmation received.
	Additional Conditions	All Entrants consent to being contacted by Oktoberfest Brisbane and our Promotion Partners as per the terms of Oktoberfest Brisbane's Privacy Policy below.

COMPETITION TERMS AND CONDITIONS
TERMS OF ENTRY

1. Schedule and Terms of Entry

- a. These Terms of Entry must be read together with the Schedule for this Promotion. By entering this promotion, entrants accept these Terms of Entry.
- b. If there is any inconsistency between the Schedule and these Terms of Entry the Schedule prevails.

2. Eligible Entrants

- a. **Entry.** Entry is open only to residents of Queensland only.
- b. **Associated persons and entities.** Directors, officers, management, employees and other staff (and the immediate families of directors, officers, management, employees and other staff) of the Promoter or of its related bodies corporate, or of the agencies or companies associated with a Promotion are ineligible to enter.
- c. **Using different identities.** Any person who is discovered to have used or attempted to use any more than one name in order to enter any Promotion run by the Promoter except in the case of a legal change of name in this promotion is ineligible to enter this Promotion.
- d. **Previous Winnings.** A person is ineligible to enter a Promotion if that person or anyone from the same family or household has won prizes to the value of \$500 or more in any Promotion(s) run by the Promoter in the thirty (30) days prior to the commencement of this promotion commencement date.
- e. **Correct Information.** Entrants must only enter in their own name. Any entries of an entrant who is deemed by a Promoter to have provided incorrect, misleading or fraudulent information may, at the sole discretion of the Promoter, be deemed invalid.
- f. **Age.** Entry to this promotion is restricted to persons 18 years and over. Entrants must be 18 years of age or over at the date of entry into this promotion, and will be required to confirm their age prior to entry.
- g. **Proof.** The Promoter will require entrants to promptly provide identification including (without limitation) proof of identity, proof of age and proof of residency (to the Promoter's satisfaction, at its sole discretion) in order to confirm the entrant's identity, age, residential address, eligibility to enter, participate and claim a Prize. In the event that the entrant fails to produce such proof, that entrant will be ineligible for the Promotion. Winners will be required to provide Photo ID to be able to claim any Prize in this promotion.

3. Entry Method

- a. **Promotion Period.** To enter the Promotion, entrants must follow the entry method during the relevant promotion period.
- b. **Online Entry.** Costs associated with accessing any website remain an entrant's responsibility and may vary depending on Internet Service Provider used.
- c. Any form of automated entry using any device or software is invalid. Entries are deemed to be received at the time of receipt by the Promoter not at the time of transmission by the entrant.

4. Entries, Draw Details and Judging

- a. The draw will take place in accordance with the Draw details.
- b. Once an entry is submitted, entrants acknowledge that the entry may not be withdrawn, altered or deleted (except as and where required by the Promoter).
- c. Entries that, in the Promoter's judgment, contain offensive, defamatory or otherwise objectionable or inappropriate material or that infringe any third-party rights (including

intellectual property rights) will be invalid. This includes, but is not limited to, any entry which the Promoter considers to be disparaging to its products and/or services or is otherwise not in keeping with the spirit of the Promotion (in the Promoter's sole and absolute discretion).

- d. The Promoter's decisions are final and no correspondence will be entered into.

5. Use of Entries

- a. By entering the Promotion, an entrant consents to their name, image, location, content of their entry and any other information submitted to the Promoter being broadcast and/or published in any form of media by the Promoter, and any promotional partners and/or Prize Providers associated with the Promotion.
- b. Use or any publication of entries during or after the Promotion Period (in any form of media) does not mean that an entrant has been selected as a winner in the Promotion, and that entrant may not be awarded a Prize.

6. Intellectual Property Rights

- a. Each entry must not include or make reference to the intellectual property rights of any person including but not limited to any visible logos, drawings, cartoons, phrases, trademarks, copyrighted material, mark that identifies a brand or other third-party materials, unless the entry is submitted with the written consent of the owner of the applicable intellectual property rights. Failure to do so may, in the Promoter's sole absolute discretion, result in the entry becoming invalid.
- b. All entries and materials submitted to the Promoter in connection with the Promotion (in any form, including without limitation in hard copy or electronic form), become the property of the Promoter. Each entry must be the entrant's original work. By entering the Promotion entrants:
 - i. consent to the Promoter using their entries or materials in any manner it sees fit, including exploiting, making copies of or publishing the whole or any part of their entry, to publicise the Promotion or for any other purposes;
 - ii. warrants that their entry is not, and its use by the Promoter (or its prize supplier and promotional partners) will not be, in breach of any third-party intellectual property rights;
 - iii. expressly consent pursuant to the moral rights provisions of the Copyright Act 1968 (Cth) to the Promoter having unfettered right to treat their entry in any manner at its sole discretion, to alter their entry in any manner and to the Promoter (or its prize supplier and promotional partners) not attributing authorship of their entry to the entrant; and authorship of their entry to the entrant; and
 - iv. will, at the Promoter's reasonable request and at the Promoter's cost, at all times do all things (including signing all documentation) necessary to give full effect to the requirements of this clause.

7. Prize (General)

- a. **General.** The prize for the promotion and the total prize value is specified in the Schedule.
- b. **No transfers or exchanges.** The prize must be taken as offered and cannot be varied. No prize is transferable or exchangeable, nor can it be redeemed for cash (unless otherwise indicated). In the event for any reason a winner does not take an element of any prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner and cash will not be supplied for that element of the prize.
- c. **Variation in Prize value.** The Promoter accepts no responsibility for any variation in prize value. Where a prize (or part thereof) is unavailable for any reason, the Promoter may substitute for that prize another item of equal or higher value as determined by the

Promoter, subject to the approval of the relevant authorities in the Eligible States and Territories.

- d. **Tax Implications.** The Promoter is not responsible for any tax implications that may arise from the prize winnings. Independent financial advice should be sought. Where the operation of the Promotion results in, for GST purposes, supplies being made for non-monetary consideration, entrants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
- e. **Prize Delivery.** Prizes will be provided by the Promoter to the winner as specified in the Schedule.

8. Publicity

- a. Entrants must, at the Promoter's request, participate in all promotional and publicity activity in connection with the Promotion or the winning of any Prize, free of charge, and sign any additional documents reasonably required by the Promoter to give effect to this condition.
- b. An entrant consents to the Promoter, its promotional partners, prize suppliers and its related bodies corporate using the entrant's name, likeness, entry, image in any media for an unlimited period of time without further notification, remuneration or compensation for any purpose in connection with a Promotion.

9. Notification and Publication of Winners

The winner/s will be notified as per the Schedule.

10. Prize Claim Date and Unclaimed Prize Draw

- a. Prizes must be claimed by the date and time as specified in the schedule.
- b. If any prize is not claimed within the time frame specified, the relevant winner's entry will be deemed invalid and the Promoter reserves the right to distribute the relevant prize/s by conducting such further draws at the location/s and on the date/s specified by the Promoter as are necessary to distribute the prize/s, subject to any directions given by any relevant authority.

11. Risks, Health, Criminal History and Safety

Entrants acknowledge that there may be inherent risks in some aspects of the Promotion and that participation in the Promotion and/or using the prize may involve participating in dangerous activities. By entering the Promotion and/or accepting the prize, entrants accept that risk without limitation.

12. Disqualification

- a. **Compliance with Terms of Entry.** If the Promoter becomes aware after an entrant has won a prize that the entrant has not complied with these Terms of Entry, that entrant will have no entitlement to the prize, even if the Promoter has announced them as a winner. That entrant will be required to return, refund or otherwise make restitution of the prize.
- b. **Behaviour.** The Promoter reserves the right to disqualify the winner, prohibit the winner's participation in the prize (or part thereof), or otherwise cease to provide any prize benefit to the winner, if the winner acts in a way, or causes material to be published, which the Promoter in its sole discretion deems to be inappropriate, aggressive, defamatory, offensive, or contrary to law or the rules (if any), to diminish the good name or reputation of any prize supplier and/or the Promoter, its products and/or services or any of its related bodies corporate, or is otherwise not in keeping with the spirit of the Promotion.

- c. **Tampering.** The Promoter reserves the right to verify the validity of any entries and in its sole discretion, disqualify any or all entries from, and prohibit further participation in the Promotion by, any person who
- i. tampers with or benefits from any tampering with the entry process or with the operation of the Promotion;
 - ii. acts in violation of these Terms of Entry;
 - iii. acts in a disruptive manner;
 - iv. acts with the intent to annoy, abuse, threaten or harass any other person; or
 - v. engages 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.

For the avoidance of doubt, the winner can be disqualified after the winner is notified and published under this **Clause 19**. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. No compensation will be payable if the winner is unable to use any element of the prize for whatever reason.

13. Indemnity Form

If requested by the Promoter, any entrant must sign an indemnity and exclusion of liability form provided by the Promoter prior to participating in any activities in connection with the Promotion or prior to taking a prize. Failure to do so means the Promoter may deem that entry invalid.

14. Exclusion of Liability

- a. The Promoter, its promotional partners, prize supplier and their related bodies corporate will not be liable for any direct or indirect loss (including, without limitation, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with the Promotion or accepting or using any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
- b. Without limiting the previous paragraph, the Promoter and its associated agencies and companies will not be liable for any damage to or delay in transit of Prizes.
- c. The Promoter accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise.
- d. The Promoter has no control over communications networks or services, the Internet, or computer or telephone networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise.

15. Australian Consumer Laws

The Promoter and its associated agencies and companies make no warranties or representations about the fitness for purpose or suitability of any prize and will not accept responsibility for the quality or fitness for any purpose of any Prize, or the failure of any prize to be of merchantable quality. If liability under terms implied by legislation cannot be excluded, the liability of the Promoter and its associated agencies and companies is limited to re-supplying the relevant goods or services or paying the cost of replacing them.

16. Conduct of Promotion

- a. **Unforeseen Events.** If for any reason any aspect of the Promotion is not capable of running as planned for any reason beyond the reasonable control of the Promoter, including, but not limited to, by reason of war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, telephone network failure, bugs, tampering,

unauthorised intervention, fraud, technical failures or anything which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Promotion, the Promoter may, in its sole discretion, cancel, terminate, modify or suspend the Promotion, invalidate any affected entries and/or, if necessary, provide an alternative prize to the same value as the original prize, subject to the approval of the relevant authorities in each Eligible State and Territory.

- b. **Amendment of Promotion.** Without limiting any other paragraph, a Promoter may at its sole discretion amend any aspect of the Promotion or of these Terms of Entry from time to time, subject to applicable laws and subject to the approval of the relevant authorities in the relevant state, if required.
- c. **Currency.** Unless the contrary intention appears, a reference in these Terms of Entry or in any advertisement relating to the Promotion to Australian dollars, dollars, AUD\$ or \$ is a reference to the lawful currency of Australia.
- d. **Compliance with Terms of Entry.** If an entrant is unable to or refuses or fails to take part in any element of the Promotion or an entrant or entry is deemed not to comply with these Terms of Entry, that entrant's entry to the Promotion will be invalid.

17. Personal Information

- a. **Privacy Policy.** A copy of the Promoter's Privacy Policy in relation to the treatment of Personal Information collected in connection with this Promotion may be accessed on the Promoter's website at www.LOWD.com.au/privacy.
- b. **Collection Statements.** By entering and participating in the Promotion in the manner required, entrants agree to the collection and disclosure of their Personal Information in accordance with the relevant collection statement notified to the entrant at the time of entering the Promotion.
- c. **Third Party Personal Information.** Each entrant must ensure that any other person whose personal details have been provided by the entrant to the Promoter for the purposes of the entrant's participation in this Promotion has given their implied or express consent for their details to be provided to the Promoter and any of its related bodies corporate and to be contacted by the Promoter or any of its related bodies corporate in relation to this promotion.

Personal Information means, for the purpose of the Privacy Act 1988 (Cth) as amended by the Privacy Amendment (Enhancing Privacy Protection) Act 2012 (Cth), information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether the information or opinion is recorded in a material form or not.

Last updated: 19th November 2018