

**The Greater Union Organisation Pty Ltd (trading as State Theatre) ("Promoter")**

**CARL BARRON 2017**

**WIN 1 of 15 VIP SUITE EXPERIENCES !**

**("Promotion")**

**Conditions of Entry**

1. Information on how to enter the Promotion and the prize form part of these Conditions of Entry.

2. Entry into this Promotion is deemed to be acceptance of these Conditions of Entry.

The Promotion is open to individuals who:

- (i) Are an Australian resident; and
- (ii) Must be over 18 years old; and
- (iii) Are not employees (or immediate family of such employees) of the Promoter, or any of its related corporations or any of the agencies associated with the Promotion (including suppliers of the prize); and
- (iv) Have not been discovered to have breached Conditions of Entry of previous contests run by the Promoter, ("Entrants").

An immediate family member means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child, parent, step-parent, grandparent, step- grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1<sup>st</sup> cousin.

3. By entering this Promotion, Eligible Participants agree to be bound by these terms and conditions. The Promoter reserves the right to verify the validity of entries and to disqualify any Entrant who tampers with the entry process or who submits an entry that is not in accordance with these Conditions of Entry. It is a condition of entry that Eligible Participants are able to accept the prize as stated. Inability to accept a prize as stated, on the dates indicated, will deem the participant an ineligible entrant and any prize won will be forfeited.

4. All prices stated are in Australian dollars, represent the recommended retail price ("**RRP**") and include GST. All references to times and dates are to times and dates in Sydney, which may be Australian Eastern Standard Time (**AEST**) or Australian Eastern Daylight Saving Time (**AEDST**) depending on the date. All times are stated using the 24-hour clock.

**KEY DATES**

5. The Promotion commences on Wednesday 27 September 2017 at 8:01am (AEST) and concludes on Friday 24 November 2017 at 11:59pm (AEDT) ("Promotion Period"), subject to the announcement of winning entrants outlined in these Conditions of Entry.

6. No responsibility will be taken by the Promoter for any ineligible or lost entries or entries submitted or received by the Promoter after the closing date. Entries that do not comply with these terms and conditions are incomplete, or submitted or received by the Promoter after the closing date will be declared void.

7. The Promoter's decision on the winning entries will be announced at State Theatre, 49 Market St, Sydney, on:

- (i) Wednesday 4 October 2017 at 10am for prizes to be redeemed for the 13, 14, 15, 17, 18, 20 October 2017 Carl Barron shows;
- (ii) Wednesday 11 October 2017 at 10am for prizes to be redeemed for the 22, 24, 25, 27, 28, 29 October 2017 Carl Barron shows; and
- (iii) Wednesday 29 November 2017 at 10am for prizes to be redeemed for the 8, 9, 10 December 2017 Carl Barron shows.

8. The winners of the Prizes will be notified by email relying on contact details provided by the Entrant.

**9. UNCLAIMED PRIZE AWARD:** The Promoter reserves the right to cancel the originally awarded winners and appoint any replacement winner of a Prize in the event that an originally awarded winner fails to comply with these terms and conditions, or for forfeiting or not claiming the prize by:

- (i) **8.01am** (AEDT) on **Wednesday, 11 October 2017**, for prizes to be redeemed for the 13, 14, 15, 17, 18, 20 October 2017 Carl Barron shows;
- (ii) **8.01am** (AEDT) on **Wednesday, 18 October 2017**, for prizes to be redeemed for the 22, 24, 25, 27, 28, 29 October 2017 Carl Barron shows;
- (iii) **8.01am** (AEDT) on **Wednesday, 6 December 2017**, for prizes to be redeemed for the 8, 9, 10 December 2017 Carl Barron shows.

If a prize remains unclaimed by each of the relevant dates above, the Promoter will announce a replacement Prize Winner at **12.01pm (AEDT) on each of the dates listed above**, at the same location as the original announcement. Disposal of any unclaimed prize may be made subject to any written directions given by any government authority and pursuant to any relevant legislation. An unclaimed Prize Winner will be contacted by phone or email immediately.

#### **HOW TO ENTER**

10. To enter the Promotion an Entrant will be required to:

- (i) Be in possession of a valid and current booking for a Carl Barron show at State Theatre Sydney in October 2017 for prizes redeemable in October 2017, or December 2017 for prizes redeemable in December 2017, subject to Clause 7.
- (ii) Be over 18 years of age
- (iii) Enter via the Promotion link located on the email sent to you by State Theatre Sydney, or request an email linking to the Promotion page, and submit an entry that is 25 words or less that responds to the following question: **'What's your favourite Carl Barron sketch or joke?'**
- (iv) Provide all personal information requested, including full name, phone number, email address, booking confirmation number, and date of Carl Barron 2017 show attending (nominate one date only); and
- (v) Be the person in whose name the booking is made.

11. Any cost associated with accessing the Promotion website is the Entrant's responsibility and is dependent on the Internet service provider used.

12. One (1) Major Prize will be awarded **to each of the Fifteen (15) entries** which, in the opinion of the Promoter's judging panel (at its sole discretion), is the most creative and interesting of all entries received. A maximum of **One (1) Major Prize will be awarded for each Carl Barron 2017 show**.

#### **ENTRY REQUIREMENTS & VERIFICATION**

13. The Promoter may, at its absolute discretion, disqualify any Entrant and declare any or all entries made by an Entrant invalid if Entrant/s:

- (i) Tamper with the entry process, including use of any automated entry software or any other mechanical or electronic means that permit the Entrant to automatically enter repeatedly; or
- (ii) Tamper with the operation of the Promotion or website or is found to be using multiple aliases, household addresses or email addresses; or
- (iii) Acts in a disruptive manner; or
- (iv) Fails to establish their entitlement to enter the Promotion to the Promoter's reasonable satisfaction; or
- (v) Fails to produce items as required or produces items that, in the Promoter's opinion, are illegible, stolen, forged, reconstructed, altered, incomplete or tampered with in any way; or
- (vi) Acts in violation of these Conditions of Entry.

## ENTRY DETAILS

14. Entrants can only enter in their own name, and only if the booking has been made in their name.

15. Entries are deemed to be received at the time of receipt in the Promotion database and NOT the time of transmission by the Entrant.

16. Incomplete, illegible or incorrect entries, entries which are not in the required format or which contain offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win a prize.

## MAJOR PRIZE

17. Fifteen (15) x Major Prizes will be awarded in total, with one (1) Major Prize per winning entry, in accordance with these Conditions of Entry.

### The Major Prize:

(i) Each Major Prize consists of the exclusive use of State Theatre Sydney's private VIP Room for 1 hour on one night for up to 10 people (including the Prize Winner), being the 1 hour prior to that night's Carl Barron 2017 show.

(ii) One Prize Winner will be chosen for each of the 12 Carl Barron performances in October 2017, and one for each of the 3 Carl Barron performances in December 2017, as set out in these Conditions of Entry.

(iii) Total Prize value is \$625 per night.

(iv) The Prize is not transferable or exchangeable and cannot be taken as cash.

(v) The Promoter reserves the right to change the Prize to one of the same or equal value at any time if the Prize becomes unavailable.

18. Prize value is accurate as at **Monday 18<sup>th</sup> September 2017**. Neither the Promoter nor the prize suppliers accept responsibility for any change in prize value. The winners are not entitled to receive any money from any party if there is a difference between the maximum prize value and the actual prize value at the time of the decision.

## PRIZE CONDITIONS

19. The Prize Winner must be able to attend on the winning night. The Major Prize is not transferable to any other date. The Major Prize does not include any consumables (e.g. food and beverages); these can be purchased on the night from the VIP Room bar. If the Prize Winner is not able to attend on the specified date, the Major Prize will be forfeited and will not be transferable or exchangeable and cannot be taken as cash.

20. Each of the Prize Winner and the Prize Winner's companions (being the maximum of nine (9) companions, as per Clause 17 (i)) must be in possession of a valid and current ticket for the Carl Barron 2017 show on the winning night.

21. Prizes must be taken as stated and no compensation will be payable if a Winner is unable to use the prize as stated.

22. Travel arrangements to and from State Theatre Sydney do not form part of the prize and are the responsibility of the Prize Winner and their companions.

23. Prizes are subject to availability. If the Promotion is cancelled no compensation will be offered. The prizes, or any unused portion of the prizes, are not transferable or exchangeable and cannot be taken as cash. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the Promotion.

24. As a condition of accepting a prize, the Prize Winner and their companions must sign any 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.

25. The Prizes are subject to the standard terms and conditions of individual Prize and Service Providers.

#### **PRIZE WINNERS**

26. If the Prize Winner selected is deemed not to comply with the terms and conditions of this Promotion, their entry will be declared invalid and a new Prize Winner will be selected by the Promoter's judging panel.

27. If the Prize is cancelled no compensation will be offered. The Major Prize, or any unused portion of the Major Prize, is not transferable or exchangeable and cannot be taken as cash. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the Promotion and the Major Prize.

28. If the Prize Winner and/or their companions are not able to partake of the Prize it will be forfeited and will not be transferable or exchangeable and cannot be taken as cash.

29. To the full extent permitted by law, the Promoter, its associated companies and agencies, and Prize Suppliers exclude all liability for any loss (including any damage, claim, injury, cost or expense) which is suffered or incurred by any Entrant and/or Prize Winner in connection with the Promotion or Prize, including:

- (i) Any indirect, economic or consequential loss or loss of profits;
- (ii) Any loss arising from the negligence of the Promoter, its associated companies and agencies;
- (iii) Any liability for personal injury or death.

30. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought by the winner.

31. The Promoter, other entities associated with this Promotion and their related bodies corporate, and each of their officers, employees and agents shall not be liable for and shall be held harmless in respect of any loss, damage, or injury whatsoever which is suffered (including but not limited to direct or consequential loss) or sustained, as a result of or arising from the Winner's acceptance and use of a Prize, except to the extent that any such liability cannot be excluded by law.

32. Entry details remain the property of the Promoter. Acceptance of a Prize is deemed to be acceptance by the Winner of these terms and conditions and approval to use the Winner's name and photograph for publicity purposes. Further, the Winner may be required to participate in a media interview/s and/ or other promotional engagement as determined by the Promoter. A photograph of the Winner experiencing the Prize is required to be provided to The Greater Union Organisation Pty Ltd for use on their marketing assets and social media pages at a later date.

33. If the Promotion does not run for its duration due to, but not limited to, computer viruses, tampering, unauthorized intervention, fraud, technical failures or any other cause beyond the Promoter's control that corrupts or affects administration, security, fairness or proper conduct of the Promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process. The Promoter will not be responsible for:

- (i) Malfunction, delay or traffic congestion on any telephone network or line, computer on-line system, servers or providers, computer equipment, software, or website;

- (ii) Failure of any entry to be received by the Promoter as a result of those matters; nor
- (iii) Any injury or damage to entrants or any other person related to or resulting from participation in the Promotion or downloading any materials relating to the Promotion.

34. Neither the Promoter nor the Prize Suppliers accepts responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason.

35. 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 on the dates and in the manner described in these Conditions of Entry, 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 reschedule the Promotion, subject to state legislation.

36. The Promoter is not responsible for any incorrect or inaccurate information, either caused by the user or for any of the equipment or programming associated with or utilised in this Promotion, or for any technical error, or any combination thereof that may occur in the course of the administration of this Promotion including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of claims.

37. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these Conditions of Entry, 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.

38. The Promoter and its associated agencies and companies and Prize Suppliers 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 reserve the right to take any action that may be available.

39. If for any reason this Promotion is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the reasonable control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this Promotion, 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 Promotion, subject to any written direction given under State Regulation.

40. Neither the Promoter nor the Prize Suppliers assume responsibility for:

- (i) Any error, omission, interruption, or delay in the operation or transmission of any communication sent to (or by) the Promoter or any Entrant whether caused by problems with communication networks or lines, computer systems, software or internet service providers, congestion on any carrier network or otherwise; or
- (ii) Any technical difficulties with the entry mechanism and does not warrant that the entry mechanism will be available at all times; or
- (iii) Any theft, destruction or unauthorized access to, or alteration of such communications; or
- (iv) Any problem with, or technical malfunction of, any computer system or other equipment used for the conduct of the Promotion; or
- (v) Any incorrect or incomplete information, which may be communicated in the course of the administering of this Promotion.

**CAUTION:** Any attempt to deliberately undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law.

#### **PERSONAL INFORMATION**

41. The Promoter and their associated agencies and companies and Prize Suppliers assume no responsibility for any error, omission, interruptions, deletion, defect, delay in operation or transmission; communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserve the right to take any action that may be available.

42. All claims and any copyright subsisting in the claims become and remain the property of the Promoter. The Promoter collects personal information about Entrants to include Entrants in the Promotion and where appropriate award any offer. Personal information may be disclosed to the Prize Suppliers for the specific purpose of providing the Prize. If the personal information requested is not provided, the Entrant may not participate in the Promotion. By participating in the Promotion, each Entrant also acknowledges that a further primary purpose for collection of Entrants' personal information by the Promoter is to enable the Promoter to use the information to assist the Promoter in improving goods and services and to contact Entrants in the future with information on special offers or provide Entrants with marketing materials via any medium including mail, telephone and commercial electronic messages (SMS (Short Message Service), MMS (Multimedia Message Service), IM (Instant Messaging) and email) or any other form of electronic, emerging, digital or conventional communications channel whether existing now or in the future. The Promoter may share information with its Australian related companies who may contact Entrants with relevant special offers in this way. Personal information may also be accessed by the Promoter's marketing and website service providers for the purpose of processing and conducting the Promotion and assisting with marketing communications. By entering the Promotion, each Entrant agrees that the Promoter may use Entrants' personal information in this manner. Entrants can also request to gain access to, update or correct any personal information by contacting the Promoter at the address or phone number below. Entrants wishing to opt out of the Promoter's marketing communications can also use the address or phone number below. All personal information will be stored at the office of the Promoter or in the Promoter's database.

43. The Promoter is The Greater Union Organisation Pty Ltd (ABN 99 000 024 439) trading as State Theatre, 478 George St, Sydney NSW 2000, telephone number (02) 9373 6600.