

## PAVAROTTI: Game of Skill Schedule to Conditions of Entry

<b>Promotion Name</b>	<b><u>PAVAROTTI MADMAN EDM COMPETITION</u></b>
<b>Promoter</b>	Madman Entertainment Pty Ltd (ABN 78 102 391 373) of Lvl 2, 289 Wellington Pde South, East Melbourne, VIC 3002
<b>Relevant State(s)</b>	Victoria, New South Wales, Queensland, South Australia, Western Australia, Tasmania, Australian Capital Territory, Northern Territory
<b>Promotion Period</b>	The Promotion starts at 12:00pm (AEST) on 23 October 2019. The Promotion closes at 11:59pm (AEST) on 27 October 2019. No entries will be accepted after this time.
<b>Entry Restrictions</b>	This competition is open to Australian residents over the age of 15 only. Employees and immediate families of Madman Entertainment Pty Ltd are not eligible to enter.
<b>Verification Requirements</b>	The Promoter reserves the right to verify the validity of entries and to disqualify any person who submits an entry that is not in accordance with these terms and conditions.  The Promoter reserves the right to request the winner to provide proof of identity and age at the nominated address. Identification considered suitable for verification is at the discretion of the Promoter.
<b>Entry Procedure</b>	To enter, entrants must, during the Promotion Period: <ul style="list-style-type: none"> <li>• go to <a href="http://www.madmanfilms.com.au">www.madmanfilms.com.au</a> and complete the online entry form in accordance with the directions on the website, including entering their full name and email address; and</li> <li>• tell us (in 25 words or less); <b>what is the most amazing live show you have seen and why? The best answers will win!</b></li> </ul>
<b>Maximum Number of Entries</b>	One

<b>Judging Criteria</b>	The winners will be the people who provide the most original and inventive answers to the question, as determined by the Judges in their absolute discretion.			
<b>Judging Details</b>	Date: October 28, 2019			
	Location: Melbourne, Australia			
<b>Prize Details</b>	<b>Type</b>	<b>Prize</b>	<b>No. Available</b>	<b>Value of each Prize (RRP)</b>
	Major	1 x PAVAROTTI Soundtrack CD 1 x Gurrumul DVD 1 x The Music of Strangers DVD 1 x Mavis! DVD 1 x double pass to see THE AUSTRALIAN DREAM in cinemas	1	\$95
<b>Prize Restrictions (if any)</b>	The prize does not include travel, parking, food and beverage or any other costs associated with attending the screening. Double pass only valid at participating cinemas. Please check terms and conditions on the double pass for any restrictions to avoid disappointment.			
<b>Total Prize Pool</b>	Up to \$285 (including GST).			
<b>Notification &amp; Publication of Winners</b>	Winners will be notified by email within 2 business days of selection. Winners' names will be not be published.			
<b>Prize Claim Date</b>	November 10, 2019. If a prize is not claimed by this date, it will be forfeited and no cash or other alternative will be provided.			

# Trade Promotion: Game of Skill

## Conditions of Entry

1. These Conditions of Entry incorporate and must be read together with the Schedule for this Promotion. The Schedule prevails to the extent of any inconsistency with these Conditions of Entry. Participation in the Promotion constitutes acceptance of these Conditions of Entry.
2. Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, except where stated otherwise.

### Who can enter

3. Entry to the Promotion is open to residents of the Relevant State/s who meet the Entry Restrictions (if any). Entrants under 18 years of age must have the consent of a parent or guardian to enter.
4. Directors, management, employees, officers and contractors (and their immediate families) of the Promoter or of the agencies or organisations associated with this Promotion are ineligible to enter. "Immediate families" means spouse, parent, natural or adopted child, and sibling (whether natural or adopted by a parent), whether or not they live in the same household as the director, manager, employee, officer or contractor.

### How to enter

5. The Promotion will be conducted during the Promotion Period. To enter the Promotion, entrants must complete the Entry Procedure during the Promotion Period.
6. Entries may only be submitted in accordance with the Entry Procedure and will not be accepted by the Promoter in any other form. Computer generated or other automated entries will not be accepted. Once submitted, entries may not be altered or deleted.
7. Entrants may enter the Promotion up to the Maximum Number of Entries. Multiple entries (where permitted) must be submitted separately and must each separately meet any product purchase requirement specified in the Entry Procedure (if applicable).
8. Entries must be received by the Promoter during the Promotion Period. Online, SMS and other electronic entries are deemed to have been received at the time of receipt into the promotion database and not at the time of transmission by the entrant.

### Content of entries

9. Entrants must take full responsibility for the content of their entry and for ensuring that their entry complies with these Conditions of Entry. For the purposes of these content requirements, "entry content" includes any content (including text, photos, videos and email messages) that entrants submit, upload, transmit, publish, communicate or use in connection with their entry into the Promotion.
10. Incomplete and ineligible entries will be deemed invalid. Entries will also be deemed invalid if they breach these Conditions of Entry as determined by the Promoter in its sole discretion or any other content guidelines notified by the Promoter during the entry process for the Promotion.
11. Entries must be the entrant's original work. The Promoter reserves the right to verify, or to require the entrant to verify, that the entry is the entrant's original work. If an entry cannot be verified to the Promoter's satisfaction, the entry will be deemed invalid.
12. An entrant's entry must not include:
  - a) any image or voice of any other person without that person's express consent. Entrants warrant that if any such content is included, they have obtained the express consent of the relevant person;
  - b) any content that contravenes any law, infringes the rights of any person or is obscene, offensive, potentially defamatory, discriminatory, indecent or otherwise objectionable or inappropriate (which includes, without limitation, any content involving nudity, malice, excessive violence or swearing); and
  - c) any literary, dramatic, musical or artistic work, any audio-visual or sound recording, or any other item in which copyright subsists, unless the entrant is entitled to do so. If an entrant has any doubts about whether they have the right to include any content (for example, recorded music) they must not include it. By including any such content in their entry, the entrant warrants that they have the permission of the relevant copyright owner to do so and that this permission allows the Promoter to use the entry in accordance with these Conditions of Entry.

13. The Promoter may, in its absolute discretion, edit, modify, delete, remove or take-down any part of an entrant's entry.
14. By submitting an entry to the Promotion, each entrant agrees to assign all rights in the entry to the Promoter and consents to the Promoter using the entry in any manner the Promoter wishes (including modifying, adapting or publishing the entry, whether in original or modified form, in whole or in part or not at all), by way of all media, without payment to the entrant (of royalties, compensation or otherwise). By submitting an entry, each entrant consents to any dealings with the entry that may otherwise infringe their moral rights in the entry. The Promoter may copy any content submitted as part of an entry, cause the content to be seen and/or heard in public, and communicate the content to the public. It may also allow third parties to do these things.

### **Facebook promotions**

15. If the Promotion is conducted via the Facebook Platform:
  - a) Entrants acknowledge that the Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook.
  - b) Entrants acknowledge that any information they provide in connection with the Promotion is provided to the Promoter and not to Facebook.
  - c) Any questions, comments or complaints regarding the Promotion will be directed to the Promoter, not to Facebook.
  - d) Entrants release Facebook and its associated companies from all liability arising in respect of the Promotion.

### **How winners are determined and notified**

16. The Promotion is a game of skill; chance plays no part in determining the winners. Each valid entry will be individually judged (by representatives of the Promoter) based on, amongst other things, the Judging Criteria. The judges' decisions are final and no correspondence will be entered into.
17. Judging will be conducted in accordance with the Judging Details. The best valid entry or entries (as applicable) will be awarded a prize in accordance with the Prize Details.
18. If a winning entry is deemed not to comply with these Conditions of Entry, the non-complying entry will be discarded and a new winner of the prize will be determined by selecting the next best ranking entry (as determined by the Promoter in its sole discretion).
19. Winners will be notified as specified in the Schedule. The Promoter and the companies and agencies associated with this Promotion may also publish the name and State/Territory of winners on their website(s) and in trade publications. By entering this Promotion, each entrant requests that his or her full address not be published.

### **Prizes**

20. The prize(s) are specified in the Prize Details. The prize(s) are subject to any restrictions specified in the Schedule. The total prize pool is specified in the Schedule.
21. If the one of the people taking or participating in a prize is under 18 years of age, a parent or legal guardian of that person must be present for the duration of the prize, as one of the participants.

### **Claiming prizes**

22. Prizes must be claimed by the Prize Claim Date in accordance with any claim instructions set out in the Schedule.
23. If a prize is not accepted or claimed by the Prize Claim Date, the relevant winner's entry will be deemed invalid and the Promoter reserves the right to distribute the unclaimed prizes to the next best ranking entry or entries (as applicable), as determined by the Promoter in its sole discretion. Winners of unclaimed prizes will be notified in writing.

### **General bits (boring but important)**

24. The Promoter accepts no responsibility for any problems or technical malfunction of any communication network or for any 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. The Promoter has no control over telephone communications, networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic

congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) any costs incurred.

25. The Promoter may, at its sole discretion, declare any or all entries made by an entrant invalid, and prohibit further participation by an entrant in this Promotion, if the entrant:
  - a. fails to verify their personal details and/or eligibility to enter the Promotion to the Promoter's satisfaction;
  - b. tampers with or benefits from any tampering with the entry process or the operation of the Promotion;
  - c. submits an entry which in the Promoter's opinion is not in accordance with these Conditions of Entry;
  - d. acts in a disruptive manner or with the intent to annoy, abuse, threaten or harass any other person; or
  - e. engages in conduct in entering the Promotion which in the Promoter's opinion is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter. This includes where entrants share receipts or product labels to enter the Promotion or where entrants use multiple names or addresses to register multiple entries.
26. Entrants must comply with the Verification Requirements. The Promoter may require entrants to provide these to the Promoter or its agent as part of the entry verification or prize claim process. Failure to provide these to the Promoter's satisfaction will result in the relevant entry being declared invalid (and, at the Promoter's discretion, in all of the entrant's entries being declared invalid).
27. All entries will be the property of the Promoter and will not be returned.
28. Prizes are not transferable or exchangeable and, except for cash prizes, cannot be redeemed for cash or any other form of compensation. The value of each prize is accurate as at the time of preparation of this material. The Promoter accepts no responsibility for any variation in the value of a prize after that date. If a prize is unavailable for any reason, the Promoter may substitute it for another item of equal or higher value, subject to the approval of the relevant authorities in the Relevant State(s), if required. If a winner does not take an element of a prize at the time stipulated by the Promoter, then that element of the prize will be forfeited by the winner and neither cash nor any other form of compensation will be supplied in lieu of that element of the Prize. The Promoter accepts no other liability or responsibility for any loss incurred by a winner or any other party if any prize (or any part of a prize) is unavailable for any reason.
29. If requested by the Promoter, entrants and winners (or their companion(s), if applicable) must sign (or procure that their parent/guardian signs) an indemnity and exclusion of liability form provided by the Promoter, in favour of the Promoter and all parties involved in this Promotion and/or providing the prize, before they participate in the Promotion and/or the prize. If they or their parent/guardian do not sign that form within the time specified by the Promoter, they will not be able to participate and the relevant entrant's or winner's entry or claim will be deemed invalid.
30. If requested by the Promoter, entrants and winners (and their companion(s), if applicable) must participate in all promotional activity (such as publicity and photography) surrounding this Promotion or their winning of a prize, free of charge, and they consent to the Promoter and its associated companies and agencies using their name and image in promotional material.
31. If for any reason any aspect of this Promotion does not or is not capable of running as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion, or invalidate any affected entries, subject to the approval of the relevant authorities in the Relevant State(s), if required.
32. The Promoter's decisions in connection with the Promotion are final and no correspondence will be entered into.
33. Entrants acknowledge that there may be inherent risks in some aspects of the Promotion or the prize and that participation in the Promotion or the prize may involve participating in dangerous activities. By entering this Promotion and/or accepting the prize, entrants accept that risk for themselves and for their companion(s) (if applicable).
34. The Promoter, its associated agencies and companies and the agencies and companies associated with this Promotion (including Facebook, if the Promotion is conducted via a Facebook Platform)

will not be liable for any loss (including, without limitation, indirect, 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 this Promotion or accepting or using a prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).

35. The Promoter and its associated agencies and companies will not be liable for any damage to or delay in transit of prizes.
36. The Promoter may at its absolute discretion prohibit an entrant's participation in this Promotion, cancel or suspend a prize or other cease to provide any prize to a winner if the entrant or winner (or any companion) is (in the Promoter's opinion) under the influence of alcohol or drugs, behaves aggressively or disruptively, or behaves in a manner which may diminish the good name and reputation of the Promoter or its products and brands, or is contrary to law or is otherwise inappropriate.
37. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought. Where the operation of this 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.
38. The information entrants provide will be used by the Promoter for the purpose of conducting this Promotion. The Promoter may disclose entrants' personal information to companies and agencies connected with this Promotion and to relevant authorities in the Relevant States, and the winner's name and State/Territory of residence may be published in accordance with these Conditions of Entry and as required under relevant legislation. The Promoter's privacy policy is available at <http://www.madman.com.au/privacy/index.do>