

# MELBOURNE RECITAL CENTRE

## 10 TICKETS FOR \$10 CAMPAIGN ENTRY

### TERMS & CONDITIONS

Enter your details to register for your chance to access (1) \$10 ticket to a performance at Melbourne Recital Centre during 2019\*

\*See full terms and conditions below.

When you register, you agree to the following terms and conditions:

1. Campaign Overview
  - a. To be eligible to register for the 10 Tickets for \$10 Campaign (the “Campaign”), you must be 16 years of age or older and have not purchased a ticket for an event at Melbourne Recital Centre previously.
  - b. To enter the Campaign, entrants must complete all fields on the campaign form and submit via the Centre’s Website ([melbournerecital.com.au](http://melbournerecital.com.au)).
  - c. Entrants will be drawn at random and be given the opportunity to purchase one (1) \$10 ticket to an event presented by Melbourne Recital Centre.
  - d. The Campaign opens at 9:00 am AEDST on Friday 30th November 2019 and closes at 11:59 PM (AEST) on Tuesday 31st October 2019 (the “Campaign Period”). The Campaign is a game of chance, and the Successful Registrants of the Campaign will be randomly selected and notified by email.
  - e. The entrant is the account name registered to the constituent at the time of purchase and entry is non-transferable.
  - f. The entrant may register once.
  - g. Entry into the Campaign is free (except for any standard internet/phone connection charges that may apply when registering).
  - h. During any transaction you make through the Centre’s sales channels, you may be asked if you would like to sign up to communications from Melbourne Recital Centre. You can unsubscribe from any of these emails at any time via the ‘unsubscribe’ link that is included in each email communication.
2. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions.
3. Promoter
  - a. The promoters of the Campaign (the “Promoters” are Melbourne Recital Centre). The organisation representing this body of promoters is Melbourne Recital Centre, 31 Sturt Street, Southbank, 3006. ABN 46 118 617 619

- b. All campaign selections will take place at the offices of Melbourne Recital Centre.
4. Eligibility
- a. To be eligible to enter the Campaign:
    - a) You must be a permanent resident of Australia.
    - b) You are 16 years old or over at the time of purchase.
    - c) Neither you nor anyone in your immediate family is an employee of The Promoters, affiliated with The Promoters or connected to the Campaign in any way
    - d) You have not purchased a ticket for an event at Melbourne Recital Centre before entering.
    - e) The Promoters may disqualify you if:
      - I. You or your Entry do not meet any one or more of the requirements set out in these Terms and Condition.
      - II. You tamper in any way with the operation of the Campaign.
      - III. If for any reason the Campaign is not capable of running as planned, the Promoters reserve the right in its sole discretion, to cancel, terminate, modify, delay or suspend the Campaign.
5. Successful Registrants selection
- a. The Campaign is a game of chance. Successful registrations will be drawn at random at regular intervals throughout the campaign period.
  - b. The selection of successful registrations to purchase tickets to an eligible event will take place every quarter from January - December 2019 (the "Selection Dates"). The Promoters will randomly select ten (10) Successful Registrants from all valid Entries into the Campaign using the RandBetween function in Excel per quarter. The Promoters' decisions are final, and no correspondence will be entered into.
  - c. The Successful Registrants will be notified by email within three (3) days of the Selection Date. All reasonable attempts will be made to contact the Successful Registers. If the Successful Registrants do not respond to the notification, the Successful Registrants will automatically remain registered for the next available Selection Date.
  - d. If any proposed Selection Date falls on a public holiday in Victoria, that selection will be conducted on the following business day.
  - e. If any person chosen the Successful Registrants is found to be ineligible, they will be disqualified.
6. Offer
- a. If you are a Successful Registrant:
    - a) You may not transfer the Successful Registration to anyone or ask for any alternative Offer (including cash).

- b) The Promoters may replace the Offer with another Offer of equal value in the unlikely event that the Offer becomes unavailable.
- c) If you are not able to accept the Offer as stated, you will forfeit the Offer, and no payment or compensation will be made in lieu.
- d) The Promoters may ask you to provide proof of your age, identity, and residency, and to sign any required documentation including release forms as a condition of claiming the Offer.
- e) You are responsible for all expenses and taxes connected to your participation in the Campaign and not included in the Offer.
- f) If requested by The Promoters, the Successful Registrants may be required and must agree to media opportunities associated with the Offer. These opportunities include the presentation of the Offer at a Melbourne Recital Centre event/concert, interviews with media outlets and being photographed for online and print publication.
- g) The Successful Registrants hereby grants to The Promoters the right to issue and authorise others to issue publicity concerning the Successful Registers, and the right to use Successful Registrants name (including any professional name or sobriquet adopted by Successful Registers), likeness and biographical data in connection with the promotion of the Campaign.

7. 6. Liability and Indemnity:

- a. The Promoters are not liable, and you release The Promoters from liability, for any loss or damage that you may suffer from your participation in the Campaign, including (without limitation) if
  - a) The Campaign is canceled, modified, suspended or delayed.
  - b) The Promoters do not receive your Entry, due to technical issues including but not limited to the inability to process successful transactions and associated data management processes within the Campaign Period.
  - c) The Competition and Consumer Act 2010 (Cth), as well as other laws in Australia, may imply certain conditions, warranties, and undertakings, and give you other legal rights. If they apply, they cannot be modified or excluded by any contract. You may consider seeking legal advice as to whether they apply to you.
  - d) Nothing in these Terms and Conditions generally affects your rights under Australian consumer law (as contained in Schedule 2 of the Competition and Consumer Act 2010 (Cth) and equivalent State and Territory fair trading legislation) regarding consumer guarantees to the extent that such consumer guarantees cannot be excluded by law. Other than these consumer guarantees, and subject to paragraph 6b), The Promoters make no warranties about any Offers offered as a part of the Campaign, including warranties as to the quality, merchantability or fitness for such Offers.

## 8. Privacy

- a. The Promoters of the Campaign will collect your personal information (such as your name, email address, phone number, and biographical data) as part of the Campaign and may use this information anywhere in the world to administer the Campaign and other purposes for which we obtain your express consent. Where you have expressly consented, your personal information may be provided to The Promoters affiliates, including overseas affiliates for future promotional, marketing and publicity purposes without notice and without any fee being paid unless otherwise advised by you.
- b. The Promoters will comply with all terms outlined the Privacy Act (1988) in relation to the collection and use of your personal information. The Privacy Act (1988) is available here: <http://www.oaic.gov.au/privacy/privacy-act/the-privacy-act>

## 9. The Promoters' Intellectual Property

- a. Unless expressly stated in these Terms and Conditions, your participation in the Campaign does not entitle you to use any of The Promoters' intellectual property rights (including any trademarked or copyrighted materials) for any purpose.

## 10. Governing law

- a. These Terms and Conditions are governed by the laws of Victoria, Australia. You submit to the non-exclusive jurisdiction of courts exercising jurisdiction there and waive any right to claim that those courts are an inconvenient forum.

## 11. Severability

- a. Any provision (or part thereof) of these Terms and Conditions that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions (or parts thereof) of these Terms and Conditions nor affect the validity or enforceability of that provision (or part thereof) in any other jurisdiction.

## 12. Agreement

- a. These Terms and Conditions contain the agreement between you and The Promoters with respect to the Campaign. They set out the only conduct that you have relied on upon and supersede all earlier conduct and prior agreements and understandings between you and The Promoters in connection with the Campaign.