

# WINTERNATIONALS COMPETITION

## TERMS AND CONDITIONS

1. The promoter is Ponticello Properties Pty Ltd trading as Acacia Marketplace Shopping Centre.
2. Instructions on how to enter this competition form part of the conditions of entry. By participating, entrants agree to be bound by these terms and conditions.
3. Entry is open to residents of Australia. Employees and their immediate families of the Promoter, its agencies and venues/outlets associated with this competition are ineligible to enter.
4. The competition commences at 10:00am AEST on 2/05/2023 and closes at 5:00pm AEST on 28/05/2023 ("Promotional Period"). After this date no further entries to this competition will be permitted. No responsibility can be accepted for entries not received for whatever reason.

### How to Enter

5. To enter, entrants must, during the Promotional Period:
  - a. Scan the QR code on the promotional Posters and;
  - b. Complete all fields and submit the entry form
6. The competition is open to those aged 18 years and over who, by entering, agree to travel to Willowbank, Queensland at their own expense.
8. Only one entry per person, per day will be accepted.
10. Entrants acknowledge that the Promoter may use their entry, during the Promotional Period and afterwards, in any manner the Promoter sees fit.
11. Entrants acknowledge that any use of their entry by the Promoter during the Promotional Period does not constitute endorsement of their entry or guarantee that their entry will be shortlisted or will win a prize.
12. Entrants agree to sign any further documentation required by the Promoter to give effect to this arrangement as a precondition to being awarded their prize. To the extent permitted by law, entrants unconditionally and irrevocably consent to any act or omission that would otherwise infringe any moral rights in their entry. Entrants warrant that they have the full authority to grant these rights.
13. Entrants agree that they are fully responsible for their entry. The Promoter shall not be liable in any way for such submissions, to the full extent permitted by law. The Promoter may remove any submissions from its websites without notice for any reason whatsoever. Without limiting any other terms and conditions contained herein, entrants agree to indemnify and hold the Promoter, its affiliates and sub-licensees, harmless from any and all claims, damages, expenses, costs (including reasonable legal fees) and liabilities (including settlements), brought or asserted by any third party against the Promoter, its affiliates or sub-licensees, due to or arising out of the submission by an entrant or the Promoter's use thereof, or an entrant's conduct in connection with this promotion.
14. The promoter reserves the right to verify the validity of entries and to disqualify any entrant whom the promoter believes either has tampered with the entry process, or has submitted an entry otherwise than in accordance with these conditions of entry.

### Promotional Period and Judging

16. All valid entries received during the Promotion Period will be 'pooled' and 2 winners will be randomly selected using a number generator.

### The Prize

18. The promoter reserves the right to cancel or amend the competition and these terms and conditions without notice in the event of a catastrophe, war, civil or military disturbance, act of God or any actual or anticipated breach of any applicable law or regulation or any other event outside of the promoter's control. Any changes to the competition will be notified to entrants as soon as possible by the promoter.
19. The prize is a General Admission Double Pass to the Winternationals Sunday event on 11 June 2023. There are 2 x Double Passes to be won valued at \$272. Prizes are not exchangeable, transferable or redeemable for cash.



20. The Promoter is not responsible or liable for any loss, damage or injury suffered by any winner.
21. The stated prize value is the recommended retail value (including GST) in Australia as provided by the supplier. The promoter accepts no responsibility for any variation in the value of the prize prior to acceptance by the winner. The promoter and its associated agencies and companies accept no responsibility for prizes damaged or lost in transit.
22. The promoter is not responsible for inaccurate prize details supplied to any entrant by any third party connected with this competition.

#### **Notification of winner and verification of entrant**

23. The winner will be notified via email and phone within the first 2 business days after the Promotion Period. The Promoter will then have the prize emailed to the winners.
24. The Promoter reserves the right to request verification of identity, residential address and any other information from entrants or voters relevant to entry into or participation in this promotion. Verification is at the discretion of the Promoter, whose decision is final.
25. The Promoter reserves the right to disqualify any entrant or voter who provides false information, fails to provide information, conspires with others to gain an unfair advantage or who is otherwise involved in, or benefits from in, any way in manipulating, interfering or tampering with this promotion.
26. If a winner does not claim the prize within 24 hours of being notified, or is otherwise disqualified from the competition, the Promoter will redraw a new entry winner, or withdraw the prize (subject to the direction of any relevant lottery authority), and the winner will forfeit any and all rights in and to the prizes.
27. Prizes are not transferable and are not redeemable for cash. The Promoter accepts no responsibility for late or misdirected entries or other communications. The Promoter assumes no responsibility for any failure to receive an entry or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches or viruses. If such problems arise, then the Promoter may (where necessary with the approval of the relevant lottery authority) modify, cancel, terminate or suspend the promotion.
28. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of the prize, if the Promoter determines, in their sole discretion, that a winner is not in the mental or physical condition necessary to be able to safely participate in the prize. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.

#### **General**

29. Any costs associated with entering the competition are the responsibility of the entrant.
30. Entrants consent to the Promoter using their full name as submitted in their entry, in the event that they are a winner in any media for an unlimited period of time without remuneration for the purpose of promoting this promotion (including any outcome) and/or promoting any products manufactured, distributed and/or supplied by the Promoter.
31. Entries remain the property of the Promoter. Details from entries will be collected and used for the purposes of conducting this promotion (which may include disclosure to third parties for the purpose of processing and conducting the promotion) and for promotional purposes surrounding this promotion. By entering this promotion entrants consent to the use of their information as described and agree that the Promoter may use this information, or disclose it to other organisations that may use it, in any media for future promotional, marketing and publicity purposes without any further reference or payment to the entrant.
34. Each entrant acknowledges that this promotion is in no way administered by Willowbank Raceway Incorporated. To the extent permitted by law, each entrant releases Willowbank Raceway Incorporated from any and all liability in relation to this promotion.