

COMPETITION TERMS AND CONDITIONS

This Schedule sets out the details for the Promotion and must be read together with the Terms and Conditions (which follow the Schedule):

Promotion	Win a Double Pass to Ladies in Black (Promotion)
Promoter	RFGA Management Pty Ltd ACN 071 765 609 and includes its substitutes, successors and permitted assigns
Promoter's Head Office	1 Olympic Circuit, Southport QLD 4215
Who to contact for more information	For more information, call Lauren Looke on (07) 5655 2693
Promotion Period	Promotion commences 13 September 2018 at 8am AEST and ends on 27 September 2018 at 5:30pm AEST
Prize Draw Date	4pm AEST on 28 September 2018
Prize Claim Date	4pm AEST on 5 October 2018
Entrants	Permanent residents of the Relevant State(s). Minors (being under the age of 18) are eligible to enter this Promotion.
Social Media Account Requirement	Yes – Facebook and/or Instagram
Relevant State(s)	All
Permit Number(s)	TBC
Entry Procedure	To enter the Promotion, each Entrant must 'like' and post a comment including tagging a friend on Facebook or Instagram on the Promoter's Facebook or Instagram posts relating to the Promotion (Entry).
Multiple Entries	Eligible Entrants may enter as many times as they wish provided they comply with these Terms and Conditions.
Prize	The Winner noted in the Draw Details will receive one (1) double pass to Ladies in Black
Total Prize Pool	The total prize pool in this Promotion is \$1,200.00 (inclusive of all taxes, fees and GST).
Winner	Means the Entrants judged and or chosen to win the Prize based purely on the Method of Draw.
Method of Draw	All valid Entries received during the Promotion Period will be entered into the draw and stand a chance to win a Prize. Winner(s) will be selected at random, which will be drawn at the Promoter's Head Office.
No. of Winners	Thirty (30) winners, judged and or chosen by the Promoter at the Promoter's Head Office on the Prize Draw Date.
Notification	Winner(s) will be notified within 2 working days of the Draw Date by the email, telephone or message by Social Media Account.
Claim Instructions	The Winner (upon contact from the Promoter) must confirm by email, phone (or private message in the social media platform) and provide their personal details required by the Promoter before the Prize Claim Date. The Winner shall confirm how the Prize will be collected from the Promoter's Head Office, or alternatively posted to the Winner.
Special Conditions	Nil

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Australia 4215

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MELBOURNE OFFICE
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Australia 3043

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LOS ANGELES OFFICE
14071 Stage Road
Santa Fe Springs, 90670
California, USA

Phone: +1 (949) 752-5282
Facsimile: +1 (949) 752-5283

Preparation Date	The Schedule was prepared on 4 September 2018
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By entering, participating and/or by clicking 'enter' or 'post' in the promotion, you agree to the following terms and conditions ("**Terms and Conditions**"):

1. General Information

- 1.2 Information on how to enter and the Prize form part of these Terms and Conditions. All entries must comply with these Terms and Conditions to be valid.
- 1.3 Entrants are responsible for ensuring their familiarity with the Terms and Conditions at the time of participation. The Promoter's decision not to enforce its rights or any specific restriction (whether communicated to an Entrant or not) does not constitute a waiver of those rights, restrictions or of the Terms and Conditions generally.
- 1.4 All Entrants acknowledge that the Promoter can rely on these Terms and Conditions even if the Promoter only learns of a person's ineligibility after the Promoter has awarded a Prize to the ineligible person. Return of the Prize or payment of its equivalent value to the Promoter may be required by the Promoter if this occurs.
- 1.5 Entries not complying with these Terms and Conditions are ineligible and the Promoter reserves its absolute right to disqualify any Entrant from the Promotion if any entries do not comply with these Terms and Conditions.
- 1.6 If applicable, the Promoter has obtained the Permit Number(s) necessary to operate the Promotion in the Relevant State.
- 1.7 The Promoter's decision in relation to any aspect of these Terms and Conditions is final and binding on every person who enters. No correspondence will be entered into. Prizes will only be awarded following any winner validation and verification that the Promoter requires.
- 1.8 Nothing in the Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under similar consumer protection laws.
- 1.9 A request by an Entrant to modify any information provided should be directed to the Promoter in writing.

2. Entrants & Requirements

- 2.1 Individuals who meet the criteria in Clause 2 are '**Eligible Entrants**' or '**Entrants**'.
 - (a) Entry is open to individual Entrants who must enter in their own name.

- (b) Employees of the Promoter, including all retail staff and their immediate families (including but not limited to spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or cousin) and associated agencies, providers and companies of the Promoter associated with this Promotion are not eligible to enter.
- (c) If Minors are eligible to enter this Promotion, then those Entrants must have their parent or guardian consent to their Entry and the parent or guardian of the Entrant is deemed to have consented to and is bound by these Terms and Conditions. Parents or guardians shall be required by the Promoter to enter into a further agreement as evidence of their consent of the Entrant entering this Promotion.
- (d) The Promoter has the right to verify the validity of entries and Entrants (including age and place of residence) and to disqualify any Entrant who: (i) submits an Entry that is not in accordance with these Terms and Conditions; or (ii) engaged in any unlawful or other improper conduct which jeopardises the proper conduct of the Competition. The Promoter's legal right to recover damages or other compensation in such instances is reserved. If the Promoter suffers loss or incurs any costs resulting from any breach of the Terms and Conditions or any other legal obligation of the Entrant, the Entrant agrees to indemnify the Promoter for those losses, damages and costs.

3. How to Enter

- 3.1 An Entrant must during the Promotion Period follow the Entry Procedure.
- 3.2 Entrants acknowledge that their responses will be viewable by the public.
- 3.3 Any rude, defamatory, offensive, illegal, incomprehensible, incorrect or incomplete Entries (all of which will be at the absolute discretion of the Promoter), or which breach any law or infringe on third-party rights, including intellectual property rights will be invalid and may be removed by the Promoter in its absolute discretion.
- 3.4 Entries that contain identical response will be invalid and will be disregarded except for the first Entry to submit the response which will be accepted as a valid Entry.
- 3.5 The Promoter is not responsible for receipt of incorrect, inaccurate or incomplete information caused by an Entrant or occurring during transmission.
- 3.6 Entries are deemed to be received at the time of receipt into the Promoter's database, not time of transmission by the Eligible Entrant.

3.7 All Entries must be via the Internet. The use of automatic Entry software or any other mechanical or electronic means that allows an Entrant to automatically enter the Promotion repeatedly is prohibited and will render all entries submitted by the Entrant invalid.

4. Prize Draw & Notification of Winners

4.1 On the Prize Draw Date, the Promoter will select the Winners on the Prize Draw Date in its absolute discretion and based on Terms and Conditions.

4.2 The Winner(s) will be contacted in accordance with the Notification set out in the Schedule and will remain published for a period of time determined by the Promoter in its absolute discretion.

4.3 The Winner(s) must contact the Promoter to arrange for Prize collection per the Claim Instructions in the Schedule.

4.4 The Promoter reserves the right at any time to verify the validity of Prize claims and disqualify any Entrant who submits a Prize claim that is not in accordance with these Terms and Conditions or who tampers with the Entry Procedure. Errors or omissions may be accepted at the Promoter's absolute discretion.

4.5 If there is a dispute as to the identity of an Entrant or Winner(s), the Promoter reserves the right, in its absolute discretion, to determine the identity of the Entrant or Winner(s).

4.6 If the Winner(s) cannot be contacted, or the Winner(s) does not contact the Promoter and/or fails to comply with the Claim Instructions before the Prize Claim Date, the Winner(s) is deemed to have forfeited the Prize. The Promoter reserves the right to award the Prize to another Entrant in its absolute discretion. The Prize remains the property of the Promoter until claimed by the Winner.

4.7 If a Prize is won by an Eligible Entrant who does not claim their Prize by the Prize Claim Date, a replacement Winner will be selected based on the Method of Draw from all remaining Eligible Entries received in the Promotion.

5. Prize

5.1 The Winner(s) will receive the Prize specified in the Schedule. The Prize is to be taken 'as is' and without any kind of warranty or customisation.

5.2 The Total Prize Pool is specified in the Schedule.

5.3 If the Prize (or part thereof is unavailable), for any reason, the Promoter, in its absolute discretion, reserves the right to substitute and or vary the Prize (or part thereof) with a Prize to the equal value and or specification, subject to any discretion from a State and/or Territory regulatory authority where necessary.

- 5.4 The Prize or any unused portion of the Prize is not transferable or exchangeable and cannot be taken for cash. Any ancillary costs associated with redeeming the Prize are not included and must be borne by the Winner(s). If for any reason a Winner does not take a Prize (or any portion of that Prize) by the time stipulated by the Promoter, the Prize (or any unused portion of that Prize) will be forfeited.
- 5.5 All Promotion advertisements depicting or describing the Prizes and trade mark references are illustrative rather than definitive and do not imply any association with the Promoter.

6. **Social Media**

If a Social Media Account is required:

- 6.1 Entrants must have a valid and current account on those platforms identified in the Social Media Account Requirements (or create one during the Promotion Period). Entrants must enter from the social media platform.
- 6.2 Entry and continued participation in the Competition is dependent on the Entrant following and acting in accordance with the *Facebook Statement of Rights and Responsibilities*, at <https://www.facebook.com/legal/terms> and *Instagram's Privacy Policy*, at https://help.instagram.com/155833707900388/?helpref=hc_fnav.
- 6.3 This Promotion is not sponsored, endorsed or administered by, or associated with, the platforms identified in the Social Media Account Requirements. Entrants understand that they are providing their information to the Promoter and not to those platforms identified in the Social Media Account Requirements. The information any Entrant provides will only be used for the purposes outlined in the Terms and Conditions. Any questions, comments or complaints about this Competition must be directed to the Promoter and not to the platforms identified in the Social Media Account Requirements.
- 6.4 The platforms identified in the Social Media Account Requirements are not liable for any loss or damage or personal injury which is suffered or sustained by any Entrant, as a result of participating in the Promotion except for any liability which cannot be excluded by law.

7. **Privacy**

- 7.1 The Promoter's privacy policy can be read at <https://www.rfg.com.au/index.php/privacy>.
- 7.2 Any personal information collected from the Entrant will be used by the Promoter for direct marketing purposes only and will not be disclosed or on-sold to other promoters.
- 7.3 By submitting an Entry, Entrants:
- (a) acknowledge and agree to be bound by these Terms and Conditions; and

- (b) expressly consent to the Promoter using your personal information to send to you any direct marketing by any method available to the Promoter.

7.4 The Promoter collects personal information in order to conduct the Promotion and may, for its purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional upon providing this information. It is a condition of Entry that the Entrant agrees to be entered into the database. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing publicity, research and profiling purposes, including sending electronic messages, sending newsletters and other promotional offers or telephoning the Entrant. Entrants should direct any requests to opt out, access, update or correct information to the Promoter, in writing.

7.5 All personal details of Entrants will be stored at the Promoter's Head Office. Upon the Entrant's request, all information provided will be removed from our active database. To request for these details to be removed, Entrants should direct any requests to the Promoter, in writing. Information will be removed as soon as reasonably possible in accordance with applicable laws.

8. **Costs**

8.1 The Entrant is responsible for any costs associated with winning a Prize or, with accessing the promotion website or Page and is dependent on the internet service provider used.

8.2 Any tax liability arising because of accepting any Prize is the Winner(s) responsibility.

9. **Intellectual Property**

9.1 Entrants consent to the Promoter using the Entrants name, likeness, image and/or voice in the event they are a Winner in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any manufacturer, distributor and/or supplier used by the Promoter.

9.2 If the Promotion requires a Creative Response from the Entrants, then:

- (a) Entrants consent to the Promoter using their Creative Responses and agree to transfer all intellectual property in their Creative Responses to the Promoter once an Entry is made.
- (b) All entries become property of the Promoter. By entering this Promotion, each Entrant is taken to consent to the Promoter using the Entrant's personal information to administer the Promotion, announce the Winner(s) and disclose the Entrant's personal information to organisations that assist the Promoter with administering the Promotion and announcing the Winner(s), and to third parties as required by law (including authorities that regulate this Promotion, as the case maybe). The Promoter is bound by the National Privacy

Principles, in the *Privacy Act 1988* (Cth) and by entering this Promotion, the Entrant is taken to consent to the Promoter's privacy policy.

10. No liability

10.1 Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees, agents and related bodies corporate) bears no responsibility for any liability (including negligence), any personal injury, or any loss or damage (including loss of opportunity) whether directly, indirectly or consequentially arising in any way out of:

- (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
- (b) any theft, unauthorised access or third-party interference;
- (c) any Entry or Prize claim that is late, lost, altered, damaged, or misdirected (whether or not after their receipt by the Promoter) due to any reason outside the Promoter's control;
- (d) any tax liability incurred by the Winner(s) or any Entrant; or
- (e) the taking of and redemption of the Prize.

10.2 If for any reason the Promotion is: (i) interfered with in any way; or (ii) not capable of being conducted as reasonably anticipated outside the Promoter's control (including infection by computer virus/bugs, network failure, tampering, unauthorised intervention, fraud or any other causes), which is outside the Promoter's control and corrupts or affects the administration, security, fairness, integrity or proper conduct of the Promotion, the Promoter reserves the right in its absolute discretion to take any action available, including cancelling, terminating, modifying, suspending or extending this Promotion.

10.3 The laws of Australia apply to this Promotion, Entrants submit to the exclusive jurisdiction of the courts of Australia.