

# 'WIN A FABULOUS BRISBANE FESTIVAL EXPERIENCE' COMPETITION / TERMS & CONDITIONS

## Conditions of Entry

**Promoter:** The Promoter is The Star Entertainment QLD Limited ABN 78 010 741 045 trading as Treasury Brisbane, 159 William Street, Brisbane QLD 4001 ph. (07) 3306 8888 ("**Treasury**").

## Promotion

1. The promotion commences at 4.00pm AEST on Tuesday 18 September 2018 and closes at 4.00pm AEST on Thursday 20 September 2018 ("**Promotion Period**").
2. The Promotion will be conducted on the Treasury Brisbane Instagram Page managed by the Promoter.
3. One (1) Prize Draw ("**Prize Draw**") will be held on Friday 21 September 2018 at approximately 3.00pm. One (1) winner ("**Winner**") will be judged from entries submitted during the competition period ("**Promotion Period**").
4. During the Promotion Period one (1) Prize Winner will be announced. The Prize Winner will be announced on the Treasury Brisbane Instagram page at approximately 3.00pm on Friday 21 September 2018.
5. The Prize Draw will be held at Treasury Brisbane Marketing Office, 159 William Street, Brisbane QLD 4000 ("**Draw Location**").

## Entry requirements

6. Participation in the Promotion is open to all persons who:
  - a. are 18 years of age or older;
  - b. must be contactable via Instagram messaging;
  - c. are not the subject of an exclusion direction or self-exclusion order pursuant to the Casino Control Act 1982 (Qld); and
  - d. are not the subject of a Withdrawal of License (WOL) from The Star Gold Coast or Treasury Brisbane
7. People who meet the above conditions and continue to satisfy the conditions during the Promotion Period are referred to as an "**Eligible Entrant**" and will be entitled to enter the Promotion.

## Entry into the promotion

8. To enter, Eligible Entrants must comment on the ‘*Win a Fabulous Brisbane Festival Experience*’ Instagram competition post with a caption for the image and tag the friend/s that they would share the prize with (“**Entry**”).
9. Any entry that contains profanities, offensive or racist language, suggests any illegal or inappropriate behaviour or anything the promoter deems unacceptable will be disqualified and removed from the “*Win a Fabulous Brisbane Festival Experience*’ competition.
10. Entries must be received by the promoter during the Promotion Period. Multiple entries per person per day is permitted.
11. Entries must be the original work of the individual entrant and be submitted by the individual entrant and any automated entries will be invalid. Entries must be submitted by a public Instagram account. Any costs associated with the use of Instagram will be the responsibility of the entrant and entrants agree to be bound by Instagram’s terms of use.
12. The Promoter reserves the right to verify the validity of any Entry. The Promoter may, in its sole discretion, disqualify any Entry from, and prohibit further participation in this Promotion by, any person who tampers with or benefits from any tampering with the entry process or with the operation of the Promotion and reserves the right to disqualify any entry which is not submitted in accordance with these conditions of entry.
13. The Promoter takes no responsibility for late, lost or misdirected entries. Incomplete, illegible or incomprehensible entries will be deemed invalid.
14. This is a game of skill and chance plays no part in the determination of the winner. Judging will be conducted by Brisbane Festival artistic director David Berthold, an external representative of the Promoter at 159 William Street, Brisbane QLD 4000.
15. The judge’s decision is final, and no correspondence will be entered into. The best entry, as determined by the judge in their absolute discretion, based on the creative merit of the entry, will be the prize winner (“**Prize Winner**”).

## **The Prize**

16. The Prize Winner will, subject to compliance with these Conditions of Entry, be eligible to win:
  - a. Two tickets to LIFE - The Show on Friday 28 September 2018, valued at \$150.00
  - b. Two tickets to Sun super Riverfire Closing Night Function at Blackbird Bar and Grill on Saturday 29 September 2018, valued at \$400.00
17. The prize is not transferable or exchangeable.
18. The prize value of the Promotion is \$550.00 (“**Prize Pool**”).

19. The Prize Winner will be announced via the comments section of the Instagram competition post. The comment will tag the Prize Winner and instruct the Prize Winner to direct message Treasury Brisbane to claim their prize.
20. The Prize Winner's Entry and details will be published on the Treasury Instagram page on Draw Day.
21. The Prize Winner will be required to direct message the Treasury Brisbane Instagram account with their mobile and email address within 24 hours of the Prize Winner announcement.
22. The Prize Winner will be contacted by a representative of the promoter, who will email the Prize Winner with information on how to claim their prize
23. The Prize Winner will receive their Prize after their identity has been confirmed in accordance with **Conditions 26** or **27**.
24. If the Prize Winner does not direct message the Treasury Instagram account within 24 hours of the announcement on the Treasury Instagram page a redraw will take place until a Valid Entry who satisfies the requirements of the Conditions of Entry is drawn.
25. In the event that for any reason whatsoever a Prize Winner does not claim their Prize within 48 hours of the Prize Draw, the prize will be forfeited in whole and no substitute will be offered.

## **Identification**

26. The Prize Winner may be required to present valid photo identification to claim their prize. In the event that the Winner cannot provide suitable identification the Winner will forfeit their Prize in whole and no substitute will be offered.
27. The promoter reserves the right to waive or vary the identification requirements at its sole discretion in circumstances where the identity of a Prize Winner is determinable by a representative of the promoter without the assistance of these or any other form of identification.

## **General**

28. The Promoter shall not be liable for any loss, including but not limited to direct, indirect or consequential loss or damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with participation in this competition or accepting or utilizing 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).
29. All entries become the property of the Promoter and may be used for future promotions. Entrants acknowledge that their entry and all material included will be the property of the Promoter. As a condition of entering into this promotion, each entrant assigns all of their rights, title and interest (including copyright) in and to their

entry to the Promoter from the time of entry. Entrants consent to any use of their entry which may otherwise infringe their moral rights pursuant to the Copyright Act 1968 (Cth).

30. Directors, management and employees of the Star Entertainment Group of companies (including any related body corporate as defined in the Corporations Act 2001) and their immediate families are not eligible to participate in this promotion. For the purposes of this clause, 'immediate families' of an employee means the person's spouse and family members residing at the same premises as the employee. The Star Entertainment Group comprises, but is not limited to the businesses of The Star Sydney, The Star Gold Coast and Treasury Brisbane.
31. The Promoter collects personal information about you to enable you to participate in this promotion and for internal research purposes. By entering the promotion, unless otherwise advised, you also agree that the Promoter may use this information, or disclose it to other organizations that may use it, in any media for future promotional, marketing and publicity purposes without any further reference, payment or other compensation to you. To facilitate your participation, the Promoter may disclose your personal information to other companies associated with this promotion. No other use of this information will be made without the consent of the entrant. If you do not provide your personal information, the Promoter will not be able to enter you into this promotion. A request to access, update or correct any information should be directed to the Promoter at its address set out below.
32. It is the responsibility of the Prize Winner to determine if they have won a Prize in this Promotion at the Treasury Instagram page. Whilst Treasury Brisbane will use all reasonable endeavors to contact the Prize Winner, it is the Winner's ultimate responsibility to claim their prize.
33. In the case of the intervention of any outside agent or event which changes the result or prevents or hinders its determination, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strikes, the Promoter may in its absolute discretion cancel the Promotion and recommence it at a later date.
34. If for any reason the promotion is not capable of running as planned (including but not limited to) infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter reserves the right (subject to any written directions given under applicable law) to disqualify any individual who tampers with the entry process and to cancel, terminate, modify or suspend the promotion.
35. This Promotion is governed by the laws of Queensland, Australia. Entrants submit to the jurisdiction of the courts of that State.
36. Treasury Brisbane practises the responsible service of alcohol.

