

## TERMS & CONDITIONS

### Schedule to Terms & Conditions of entry

Promotion name	Hot August Nights in the Top End.
Eligible States/Territories	ACT, NSW, QLD, SA, TAS, VIC, WA
Promotion period	<p>Start: 13 Sept 2021 9:00 AM AEST</p> <p>End: 13 Nov 2021 3:00 PM AEDT</p> <p>No entries will be accepted outside this time.</p>
Website address	<a href="http://www.darwinfestival.org.au/competition">www.darwinfestival.org.au/competition</a>
Promoter	<p>The Darwin Festival Limited</p> <p>Trading as Darwin Festival</p> <p>ABN: 15 616 936 371</p> <p>Level 2, Harbour View Plaza 8 McMinn St</p> <p>Darwin NT 0801</p>
Eligible entrants	Entry is open to Australian residents in all eligible states/territories who fulfil the method of entry requirements and are 18 years of age or older.
Details of prizes	<p>Prize means one holiday package supplied by third party providers, up to the value of \$9,500. This includes:</p> <ul style="list-style-type: none"> <li>* A voucher to the value of \$2000 which the winning Entrant may use to purchase return airfares from the winning Entrant's closest capital city to and from Darwin Airport;</li> <li>* 5 nights accommodation in a 4 star (minimum) Darwin city hotel (as chosen by the Promotor) in a twin share room including breakfast;</li> <li>* A Tourism Top End voucher to the value of \$5,000 which the winning Entrant may use to purchase tours and experiences</li> </ul>

	<p>* Darwin Festival event tickets (up to 10 double passes) and hosted hospitality experiences at Festival venues including Best Friends of the Festival membership.</p> <p>Winner must be over 18 years of age and is eligible to take one person over 18 years of age with them.</p> <p>Itinerary is subject to availability and Tourism Top End bookings by January 2022 is required to ensure best availability. Darwin Festival event bookings to be made by 30 June to ensure best availability. Prize to be redeemed Thursday 4 August to Tuesday 9th August 2022. There are no other dates to redeem this prize, if you cannot travel on these dates, you will forfeit prize. However, it is possible to reduce the amount of days within the 6 day window if required. Expiry date is Tues 9th August 2022.</p> <p>Winners agree to being photographed, filmed while in the Northern Territory for Darwin Festival and Tourism Top End marketing and promotion purposes for a 24 month period.</p> <p>Car hire not available to under 25 year old winners as part of \$5,000 voucher.</p> <p>The winning entrant may extend their trip at their own cost.</p> <p>If voucher and allowance amounts are not fully utilised to full amount, there is no cash refund or credit to utilise at a later date.</p> <p>The Promoter encourages consumers to enjoy alcohol responsibly. Refer to the National Health and Medical Research Council Australian Alcohol Guidelines (<a href="http://www.alcohol.gov.au/internet/alcohol/publishing.nsf/Content/guide-adult">http://www.alcohol.gov.au/internet/alcohol/publishing.nsf/Content/guide-adult</a>) for recommended safe drinking levels.</p>
Total number of prizes	1
Total prize value	Total prize pool (inc GST): \$9,500
Method of entry	<p>To enter, an entrant must, during the promotional period:</p> <p>Visit the competition website and complete the required details on the online entry form, in accordance with any instructions on the website.</p>
Maximum number of entries	1 per person
Prize draw	<p>A random prize draw will occur 3:00 PM AEDT on 26 Nov 2021</p> <p>Location of draw:</p>

	Trade Promotions and Lotteries Pty Ltd Level 2 11 York Street Sydney NSW 2000
Notification of winners	Winners will be notified via Email & phone no later than 30 Nov 2021.
Public announcement of winners	The winners of all prizes will be published here: <a href="https://www.darwinfestival.org.au/">https://www.darwinfestival.org.au/</a> on 30 Nov 2021
Unclaimed prize draw	A random unclaimed prize draw will occur 3:00 PM AEST on 17 Dec 2021  Location of draw: Trade Promotions and Lotteries Pty Ltd Level 2 11 York Street Sydney NSW 2000
Notification of unclaimed prize winners	Unclaimed prize winners will be notified via Email & phone no later than 20 Dec 2021.
Public announcement of winners from unclaimed prize draw	The winners of all unclaimed prizes will be published here: <a href="https://www.darwinfestival.org.au/">https://www.darwinfestival.org.au/</a> on 22 Dec 2021
Permit reference	Authorised under  SA Permit No. T21/1353 ACT Permit No. TP 21/01496

## Terms & Conditions of entry

1. Information on how to enter and prize details form part of these terms & conditions (Terms of entry). The Terms must be read in conjunction with the Schedule. The Schedule defines the terminology used in these Terms of entry. Where there is any inconsistency between these Terms and the Schedule, the Schedule prevails. Participation in this Promotion is deemed acceptance of these Terms of entry.

2. Entry is open only to legal residents of the Eligible States/Territories who satisfy the Method of entry. Directors, officers, management, employees, suppliers (including prize suppliers) and contractors (and the immediate families of directors, officers, management, employees, suppliers and contractors) of the Promoter and of its related bodies corporate, and of the agencies and companies associated with this Promotion, including the competition permit providers TPAL (Trade Promotions and Lotteries Pty Ltd) are

ineligible to enter. Immediate family means any of the following: spouse, ex-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 first cousin.

3. The Promotion will be conducted during the Promotion period.
4. The Prize/s are specified in the Details of prizes section of the Schedule.
5. The total prize pool is specified in the Total prize value section of the Schedule.
6. Any prize is valued in Australian dollars unless expressly stated to the contrary.
7. Prizes involving travel must be taken to coincide with the dates specified in the Details of prizes section of the Schedule or as otherwise specified in the conditions of any third party travel provider. Any changes to the confirmed prize details will be at the expense of the winner(s) and will only be permitted with the prior consent of the Promoter or third party travel provider.
8. Unless otherwise stated, any travel prize does not include travel insurance, travel documents, meals, taxes not included in the price of the ticket, transfers, flights, accommodation or any other costs of a personal nature. Compliance with any health, travel insurance, passport or other government requirements is the responsibility of the prize winner. Failure to comply with this will deem the winner's entry invalid and the entrant will forfeit the prize. The Promoter makes no representation as to the safety, conditions or other issues that may exist as part of the travel or at the destination.
9. The Prize travel is subject to availability at the time of booking. The winner and, if applicable, their companion must travel together on all prize travel. The Promoter is not responsible for any cancellation, delay or rescheduling of flights, and any costs incurred as a result (including, without limitation, accommodation costs) will be the sole responsibility of the winner.
10. If the prize winner of the Event prize has not confirmed their availability to take the prize on the specified dates by the specified time and date, the prize winner's entry will be deemed invalid. The Promoter reserves the right to conduct a further draw to award the prize, subject to any directions given by any relevant authority.
11. Neither the Promoter nor any company or agency associated with the Event accepts responsibility for the cancellation or delay of the Event for any reason beyond their control or any inability of the winner to attend the Event when scheduled.
12. If any part of the Event is abandoned, varied, called off or postponed for any reason, the winner and, if applicable, their companion(s), at the Promoter's discretion, forfeits all rights to attend the event and no cash or alternative tickets will be substituted for that element of the prize.
13. Entrants agree to comply with any conditions which accompany the Event.
14. All vouchers are valid until the expiry date stated on the voucher or by the provider of the voucher.
15. Entrants agree to comply with any conditions which accompany the Voucher.
16. Neither the Promoter nor the voucher provider is liable for any voucher that has been stolen, forged, lost, damaged or tampered with in any way.

17. Entrants are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of their prize(s). The Promoter accepts no responsibility for any tax implications that may arise from accepting a prize. Entrants are responsible for any and all expenses that they incur in entering the competition and they will not be reimbursed regardless of whether or not they win the competition.

18. The entrants must follow the Method of entry during the Promotion period to enter the Promotion. Failure to do so will result in an invalid entry. The Promoter will not advise an Entrant if their entry is deemed invalid.

19. The time of entry will be deemed to be the time the entry is received by the Promoter.

20. Entrants may submit up to the Maximum number of entries (if applicable).

21. The Promoter accepts no responsibility for any late, lost, delayed, incomplete, incorrectly submitted, corrupted, illegible or misdirected entries, claims or correspondence whether due to omission, error, alteration, tampering, deletion, theft, destruction, disruption to any communication network or medium, or otherwise including those entries not received by the Promoter for any reason. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. No correspondence will be entered into.

22. The prize(s) will be awarded to the valid entrant(s) drawn randomly in accordance with the Prize draw details. The Promoter may draw additional reserve entries (and record them in order). In the event of an invalid entry or an ineligible entrant, or if the entrant is ineligible to accept the prize, the prize will be awarded to the first reserve entry drawn. If the prize can't be awarded to the entrant drawn, the promoter will then continue this process until the prize is awarded.

23. The winner does not need to be present at the draw unless expressly stated to the contrary.

24. The winner(s) will be notified in accordance with the Notification of winners and Notification of unclaimed prize winners (if applicable) sections of the Schedule. Notification to winners will be deemed to have occurred on the later of the time the winner receives actual notification from the Promoter or two business days thereafter. The notification will include details about how the prize(s) can be claimed.

25. The Promoter takes no responsibility where it is unable to contact prize winners who have not provided correct or complete contact details. If an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to modify any entry information should be directed to Promoter.

26. It is a condition of accepting any prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.

27. The winner(s) name and state/territory of residence will be published in accordance with the Public announcement of winners section of the Schedule (if applicable).

28. If the prize(s) has not been claimed by the Unclaimed prize draw time and date and subject to any written directions from a State lottery agency, the Promoter may conduct an Unclaimed prize draw in accordance with the Unclaimed prize draw section of the Schedule (if applicable). In the event the Unclaimed prize draw takes place, the Promoter will attempt to contact the winner(s) of the Unclaimed prize draw in accordance with the Notification of unclaimed prize draw section of the Schedule, and if

applicable, the name and State/Territory of residency of any winner(s) of the Unclaimed prize draw will be published in accordance with the section of the Schedule entitled Public announcement of winners from unclaimed prize draw. If a prize is no longer available the promoter may substitute with a prize of higher or equal value subject to any written directions from a regulatory authority. The promoter is not allowed to deduct any administrative costs associated with provision of the prize.

29. To the greatest extent permitted by law, the Promoter excludes all warranties, representations or guarantees (Warranties) regarding the Promotion and any prizes, including any Warranties which may have been made in the course of advertising or promoting the Promotion. The conduct of the Promotion or the supply of prizes may involve third parties, and the Promoter makes no Warranties and disclaims all liability in connection with any such third parties, their acts or omissions. By entering the Promotion, an entrant releases and indemnifies the Promoter and its related bodies corporate (including the officers, employees and agents of each) from and against all actions, penalties, liabilities, claims or demands the entrant may have against the Promoter or that the Promoter may incur for any loss or damage which is or may be suffered or sustained as a direct or indirect result of an entrant entering or participating in the Promotion or winning or failing to win a prize, or using or permitting any other person to use the prize, except for any liability which cannot be excluded by law or which would cause any part of this clause to be void or unenforceable.

30. If despite the foregoing clause, the Promoter incurs a liability to an entrant under any law which implies a Warranty into these Terms of entry which cannot legally be excluded, the Promoter's liability in respect of the Promotion is limited, in the Promoter's discretion, to either resupplying such goods or services as form part of the Promotion, or paying the cost of resupplying those goods or services.

31. Without limiting any of the foregoing, in no circumstances will an entrant or the Promoter have any liability to the other for any loss or damage suffered which is indirect or consequential in nature, including without limitation any loss of profit, loss of reputation, loss of goodwill, or loss of business opportunity.

32. The Promoter and its associated agencies and companies will not be liable for any delay, damage, or loss in transit of prizes.

33. The Promoter may in its absolute discretion not accept a particular entry, may disqualify an entry, or cancel the entire Promotion at any time without giving reasons and without liability to any entrants, subject to any written directions from a regulatory authority. Without limiting this the Promoter reserves the right to verify the validity of entries, prize claims and entrants and to disqualify any entrant who submits an entry or prize claim that is misleading or not in accordance with these Terms of entry or who manipulates or tampers with the entry process. In the event that a winner breaches these Terms of entry, the winner will forfeit the prize in whole and no substitute will be offered. Verification is at the discretion of the Promoter, whose decision is final. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

34. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, subject to any written directions from a regulatory authority. Where a prize is unavailable for any reason, the Promoter may substitute the prize for another item of equal or higher value subject to any written directions from a regulatory authority. The Promoter accepts no responsibility for any variation in prize value (including between advertising of the Promotion and receipt of the prize).

35. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability (or that of a third party involved with the Promotion) to proceed with the Promotion on the dates and in the manner described in these Terms of entry, including but not limited to



vandalism, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter's obligations in respect of the Promotion will be suspended for the duration of the event and, in addition, the Promoter may in its absolute discretion cancel the promotion and recommence it from the start on the same conditions, subject to approval of the relevant authorities.

36. All entries become the property of the Promoter. As a condition of entering into this Promotion, entrants agree to assign all their rights in and to their entry and any related content to the Promoter, including any copyright or other intellectual property rights in the entry and related content. Without limiting this, the Promoter may use entry content for any and all purposes including commercial purposes. You warrant that entry content is original, lawful and not misleading and that the Promoter's use of such content will not infringe the rights of any third parties. The Promoter has no obligation to credit you as the author of any content submitted and may otherwise do any acts or omissions which would otherwise constitute an infringement of any moral rights you may have as an author of content.

37. Entrants consent to the Promoter using the personal information provided in connection with this promotion for the purposes of facilitating the conduct of the promotion and awarding any prizes, including to third parties involved in the promotion and any relevant authorities. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter including third parties may, for an indefinite period, unless otherwise advised, use the private information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant.

38. The collection and disclosure of personal information provided in connection with this promotion will be handled in accordance with the Promoter's Privacy statement which adheres to the Privacy Act 1988 (cth) and Australian Privacy Principles.

39. The Promotion and these Terms of entry will be governed by the law of the State or Territory in which the Promoter ordinarily resides. Entrants accept the non-exclusive jurisdiction of courts and tribunals of that State or Territory in connection with disputes concerning the Promotion.

40. Facebook, YouTube, Instagram, TikTok, or Snapchat may be used to advertise or promote the Promotion. By entering the Promotion, entrants agree that the Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, YouTube, Instagram, TikTok or Snapchat; and to release Facebook, YouTube, Instagram, TikTok, or Snapchat from all liability in relation to this Promotion. Any questions, comments or complaints regarding the Promotion should be directed to the Promoter and not Facebook, YouTube, Instagram, TikTok, or Snapchat.