

“TODAY SHOW – QPAC LA SCALA BALLET” PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents aged 18 years or over.
3. Employees (and their immediate families) of the Promoter and agencies associated with this promotion, as well as board members, directors, officers or employees of the Queensland Performing Arts Centre (QPAC) are ineligible to enter. Immediate family means any of the following: 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 1st cousin.
4. Promotion commences 27/08/18 at 5:30am AEST and closes 11:59pm AEST on 31/08/18 (“Promotional Period”).
5. To enter, eligible entrants must, during the Promotional Period, visit www.todayshow.com.au, locate the promotional entry form, complete all requested details including full name, contact number, a valid and current email address, State and suburb of residence, and an answer to the question in 25 words or less “Why would you like to experience the QPAC La Scala Ballet?”, and submit the completed form.
6. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
7. Incomplete or indecipherable entries will be deemed invalid.
8. Only one (1) entry permitted per person.
9. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
10. The judging will take place at 24 Artarmon Road, Willoughby NSW 2068 on 28/08/18 at 10:00am AEST. The judges may select additional reserve entries that they determine to be the next best, and record them in order of merit, in

case of an invalid entry or ineligible entrant. The winner will be notified by telephone and email.

11. This is a game of skill and chance plays no part in determining the winner. Each entry will be individually judged based on literary and creative merit of the answer provided to the promotional question.
12. The Promoter's decision is final and no correspondence will be entered into.
13. The judges will determine the best 20 entries, (with maximum of four (4) winners in total from WA/NT as a combined group).

Each winner will receive a return trip for two (2) people to Brisbane, QLD* to attend the QPAC La Scala Ballet, valued at up to AUD\$1,208 depending on point of departure.

14. Prize includes:
 - **Flight**
(All states/territories except Queensland) 2 x return economy class airfares from winner's nearest capital city to Brisbane, QLD
(Queensland) 2 x return economy class airfares from whichever of the following cities is closest to the winner – Cairns, Townsville, Mackay, Rockhampton. * If Brisbane is nearer to the winner than any of the other Queensland cities listed here, then the prize will not include any flights
 - **Accommodation**
1 night's twin share accommodation in Brisbane; and
 - **Theatre Tickets**
2 x A-Res tickets to a performance by Teatro alla Scala Ballet in Brisbane.
15. Spending money, meals, insurance, transport to and from departure point, transfers, items of a personal nature, in-room charges and all other ancillary costs are not included. Prize must be taken between 17/11/18 - 18/11/18 to coincide with the performance by Teatro alla Scala Ballet and is subject to booking and flight availability. Changes are not permitted after booking/ticketing.
16. The winners and their companions must depart from and return to the same departure point and travel together. Itinerary to be determined by the Promoter in its absolute discretion. Frequent flyer points will not form part of the prize. Prize is subject to the standard terms and conditions of individual prize and service providers. The winners may be required to present their credit card at time of accommodation check in.

17. Tickets to the performances are subject to QPAC/qtix Terms and conditions - <https://qpac.com.au/corporate/governance/terms-and-conditions/>.
18. If for any reason the winner does not take a prize (or an element of a prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
19. If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification.
20. Total prize pool value is up to AUD\$24,160. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
21. Each entrant warrants that their entry is an original literary work of the entrant that does not infringe the rights of any third party. As a condition of entering this promotion, each entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.
22. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
23. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
24. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
25. Nothing in these Terms and Conditions limits, excludes or modifies 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 the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or

any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.

26. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, 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 beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) if any performance of the La Scala Ballet is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a winner or entrant; or (g) use of a prize.
27. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at https://login.nine.com.au/privacy?client_id=9nowweb. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. Personal information collected from entrants will not be disclosed to any entity located outside of Australia.
28. At the time of entry, entrants can also opt-in to receive updates from Queensland Performing Arts Trust trading as Queensland Performing Arts Centre ABN 13 967 571 128 and from Tourism and Event Queensland 77 745 152 359. By opting-in, entrants agree that their information will be collected and handled by Queensland Performing Arts Trust trading as Queensland Performing Arts Centre and will be subject to their privacy policy which can be viewed at <https://www.qpac.com.au/corporate/governance/privacy/> and Tourism and Events Queensland.

29. Winners' personal information will also be provided to QPAC, accommodation and flight providers for the purposes of arranging the Prizes.
30. The Promoter is Nine Network Australia Pty Limited, ABN 88 008 685 407 of 24 Artarmon Rd, Willoughby, NSW 2068. You can contact the Promoter in relation to the promotion by mail to this address or by telephone to (02) 9906 9999.