

## Terms and Conditions for “How Many Tickets in the Barrel?” promotion

The following are the terms and conditions for the promotion named “How many tickets in the barrel?” (“Terms”). The promotion allows entrants to submit a number as a guess of how many tickets are in a barrel to win a prize (“Promotion”).

### 1. **Promoter**

- (a) The Promoter is Village Roadshow Leisure Pty Ltd ABN 63 061 400 824 of Level 1, 500 Chapel Street, South Yarra Victoria 3141 trading as Intensity (“the Promoter”).
- (b) The Promoter’s decision in relation to any aspect of the Promotion is final and binding on every entrant. No correspondence will be entered into.

### 2. **Who may enter**

- (a) Only persons who are residents of Victoria, Tasmania, South Australia, New South Wales, and Queensland and are not Ineligible Entrants may enter and be awarded prizes in the Promotion (“Eligible Entrants”).
- (a) Employees of the Promoter or its related bodies corporate or advertising agencies, or the immediate family of such employees are ineligible to enter the Promotion (“Ineligible Entrants”). “Immediate family” means spouse, parent, child or sibling, whether or not they live in the same household as the employee; and
- (b) Persons under 18 years of age must obtain their parent or guardian’s consent to enter the Promotion and the parent or guardian must agree to these Terms.

### 3. **Conditions of Entry**

By entering the Promotion, entrants agree to be bound by these Terms.

### 4. **How to Enter**

- (a) A barrel containing a set number of tickets will be on display at the following Intensity sites during the Promotion: **Albury, Epping, Erina Fair, Glendale, Hobart, Marion, Morayfield, Sunshine** (“Participating Stores”).
- (b) To participate in the Promotion, Eligible Entrants should complete the entry form provided by a staff member in the Participating Store (“Entry Form”) and submit the completed Entry Form to a staff member.
- (c) The Entry Form requires the Eligible Entrants to guess how many tickets are inside the barrel displayed at the Participating Stores (“Guess”).
- (d) Only one Entry Form may be submitted per Eligible Entrant per day.

### 5. **Duration**

The promotion commences at 0.01 EDT on **Thursday 2<sup>nd</sup> March 2017** and closes at the earlier of (a) 23.59 EDT on **Friday 31<sup>st</sup> March 2017**; and (b) a completed Entry Form with the correct Guess being submitted in accordance with clause 4 above.

### 6. **Prize:**

- (a) There is one (1) prize to be awarded in this Promotion.
- (b) There will only be one (1) winner across all Participating Stores.
- (c) The winning entry will be announced at 12.00 EDT on **Friday 7th April 2017**. The Promoter’s decision in relation to any aspect of the competition is final.

### 7. **Prizes**

The prize in this Promotion is one (1) Coca-Cola adult-sized push bike white and red in colour. It will be awarded to the first Eligible Entrant who submits an Entry Form with the correct Guess. If an Entry Form with the correct Guess is not submitted by the closing date specified at clause 5 (a), the prize will be awarded to the Eligible Entrant whose Guess is closest to the number of tickets in the barrel. If there is more than one Eligible Entrant whose Guess is equally close to the number of tickets in the barrel, the prize shall be awarded to the Entry Form submitted first.

### 8. **Prize Conditions:**

- (a) All prizes must be taken as offered and are not exchangeable or transferable.
- (b) Any incidental costs relating to a prize are the responsibility of the prize winner.
- (c) If a winner of a prize is under 18, the prize will be awarded to that person's parent or guardian on the winner's behalf.
- (d) In the event that a prize is unavailable, the Promoter reserves the right to substitute a prize of equal or greater value subject to direction from relevant gaming authorities.

**9. Notification of winners**

- (a) The winner will be notified by telephone.
- (b) The winner will be advertised at [www.intencity.com.au](http://www.intencity.com.au) on **April 7th 2017**

**10. Unclaimed Prize**

If the winner does not claim their prize by 11.00 AEST on **Friday 14<sup>th</sup> April 2017**, the remaining Entry Forms will be assessed by a representative of the Promoter to determine an alternative winner, in accordance with clause 7.

**11. Notification Of Alternative Winner (If Any)**

The additional winner/s, if any, will be notified by telephone.  
Alternative winner/s if any will be advertised at [www.intencity.com.au](http://www.intencity.com.au) on **Friday 21st April 2017**.

**12. Entries**

All entries become the property of the Promoter. Entry Forms not completed in accordance with the conditions of entry will not be considered. Indecipherable or incomplete Entry Forms will be disregarded. No responsibility is taken for late or misdirected email.

**13. Promotional Activity Consent**

The winner agrees, at the Promoter's request, to participate in any Promotion activity (such as publicity and photography) relating to winning a prize, free of charge, and they consent to the Promoter using their name and image in any future promotional material.

**14. Publication of names**

The Promoter reserves the right to announce or publish the winner's name and/or photograph for publicity purposes. The winner's personal information may be disclosed to State departments and published as required by the relevant legislation regulating trade promotions.

**15. Privacy**

- (a) All information entrants provide ("Personal Information") will be used by the Promoter for the sole purposes of administering this Promotion and contacting the winners.
- (b) The Promoter may disclose Entrants' Personal Information to its contractors and agents to assist in conducting this Promotion and as required, to Australian regulatory authorities.
- (c) Entrants may view the Promoters privacy policy by visiting <http://www.intencity.com.au/Footer/Privacy-Policy.htm> The privacy policy details how a privacy complaint can be made.

**16. Conduct of competition**

- (a) If, for any reason, the Promotion is not capable of being run as planned, including due to tampering, unauthorised intervention, fraud or any other causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, the Promoter reserves the right in its absolute discretion to take any action that may be available to it, subject to the relevant gaming regulations, including cancelling, terminating, modifying or suspending the Promotion.
- (b) The Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process or has engaged in conduct to jeopardise the fair and proper conduct of the Promotion.

**17. Limitation of liability**

- (a) The Promoter, the Promoter's related entities, the Participating Stores and all agencies associated with the Promotion and the employees, agents, directors and contractors, of all entities referred to in this clause shall not be liable for any loss or claim, action, demand, liability, damage, cost, expense or personal injury whatsoever (including but not limited to any direct, indirect or consequential loss), incurred, suffered or sustained by any person or entity (without limitation) in connection with, or arising from, the Promotion or the acceptance or use of a Prize, except that which cannot be excluded by law (in which case that liability is limited to the maximum extent allowable by law).
  
- (b) The Promoter makes no representations or warranties as to the quality, suitability or merchantability of any goods or services offered as prizes. To the extent permitted by law, the Promoter, its employees and agents are not liable for any loss suffered to person or property by reason of any act or omission, deliberate or negligent, by the Promoter or its employees or agents, in connection with the arrangement for the supply, or the supply, of goods and services by any person to the prize winner and, where applicable, to any persons accompanying the prize winner. This clause does not affect any rights a consumer may have which are unable to be excluded under Australian law. To the fullest extent permitted by law, any liability of the Promoter or its employees or agents for breach of any such rights is limited to the payment of the costs of having the prize supplied again.