

## Trade Promotion: Game of Chance Schedule to Conditions of Entry

<b>Promotion Name</b>	2019 Melbourne Marathon Festival Consumer Survey
<b>Promotion Type</b>	Consumer
<b>Promoter</b>	International Management Group of America Pty Ltd (ABN 23 001 788 343) of Level 25, MLC Centre 19 Martin Place, Sydney NSW, 2000.
<b>Relevant State(s)</b>	Victoria & Queensland
<b>Entry Restrictions</b>	Entry is open to residents of Victoria & Queensland, Australia who are over the age of 18 at the end of the Promotion Period, who complete the entry mechanic on the competition Instagram post.
<b>Promotion Period</b>	The Promotion starts at 12pm on 24/10/2019 AEST. The Promotion closes at 9:00am on 31/10/2019 AEST. No entries will be accepted after this time.
<b>Entry Procedure</b>	To enter, eligible entrants must, prior to the end of the Promotion Period, complete the entry mechanic on the competition Instagram post. Entries will be collated into one entry pool, from which the winner will be chosen, as set out in the Draw Details.
<b>Maximum Number of Entries</b>	One entry per person
<b>Draw Details</b>	Date: 1/11/2019 Time: 2.30pm AEST Location: Level 8, 580 St Kilda Road, Melbourne VIC 3004 Draw Method: barrel draw. The first one (1) eligible entry drawn will win the Major Prize described in the Prize Details.
<b>Prize Details</b>	Major Prize: <ol style="list-style-type: none"> <li>1. One (1) Garmin Vivosport valued at \$299 RRP</li> <li>2. One (1) Melbourne Marathon Festival entry for either the Full Marathon, Half Marathon, 10km Run, 5km Run or the 3km Walk.</li> <li>3. One (1) Melbourne Marathon merchandise pack \$50 RRP</li> </ol> <p style="text-align: center;">The Total Prize Pool Value is up to \$515</p> <p><b><u>Please see Prize Restrictions for important information regarding the prize.</u></b></p>
<b>Prize Restrictions</b>	<ol style="list-style-type: none"> <li>1. The winner is responsible for all other expenses including, but not limited to, spending money, accommodation, meals, drinks, transfers, incidentals, taxes, gratuities, passports, visas, travel insurance and all other ancillary costs.</li> <li>2. The winner must be over the age of 18.</li> <li>3. The winner must be an Australian Citizen or Permanent Resident.</li> <li>4. The prize cannot be transferred or redeemed for cash.</li> <li>5. In the event that for any reason whatsoever the winner does not take an element of the prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that element of the prize.</li> </ol>
<b>Total Prize Pool</b>	Up to \$515 (including GST).

<b>Notification of Winners</b>	The winner will be notified by email within 2 business days of the draw.
<b>Publication Details</b>	The winner's names will not be published.
<b>Verification Requirements</b>	If requested by the Promoter, the winner must produce proof of age and residency.
<b>Prize Claim Date</b>	5pm 3/11/2019 AEST.
<b>Unclaimed Prize Arrangements</b>	If the prize is not claimed by the Prize Claim Date, there will be no unclaimed prize draw.

## **Trade Promotion: Game of Chance Conditions of Entry**

1. These Conditions of Entry incorporate and must be read together with the Schedule for this Promotion. The Schedule prevails to the extent of any inconsistency with these Conditions of Entry. Participation in the Promotion constitutes acceptance of these Conditions of Entry.
2. Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, except where stated otherwise.
3. These Terms & Conditions may be amended or replaced by IMG in its discretion at any time.

### **Eligibility**

4. Entry to the Promotion is open to residents of the Relevant State/s who meet the Entry Restrictions (if any).
5. Directors, management, employees, officers and contractors (and their immediate families) of the Promoter or of the agencies or organisations associated with this Promotion are ineligible to enter. "Immediate families" means spouse, parent, natural or adopted child, and sibling (whether natural or adopted by a parent), whether or not they live in the same household as the director, manager, employee, officer or contractor.

### **Entry**

6. The Promotion will be conducted during the Promotion Period.
7. To enter the Promotion, entrants must complete the Entry Procedure during the Promotion Period.
8. Entries may only be submitted in accordance with the Entry Procedure and will not be accepted by the Promoter in any other form. Computer generated or other automated entries will not be accepted. Once submitted, entries may not be altered or deleted.
9. Entrants may enter the Promotion up to the Maximum Number of Entries. Multiple entries (where permitted) must be submitted separately and must each separately meet any product purchase requirement specified in the Entry Procedure (if applicable).
10. Entries must be received by the Promoter during the Promotion Period. Online, SMS and other electronic entries are deemed to have been received at the time of receipt into the promotion database and not at the time of transmission by the entrant.
11. If the Promotion involves mail entry, each entry must be sent in a separate envelope.

### **Entry Content**

12. Entrants are required to take full responsibility for the content of their entry and for ensuring that their entry complies with these Conditions of Entry. For the purposes of these content requirements, "entry content" includes any content (including text, photos, videos and email messages) that entrants submit, upload, transmit, publish, communicate or use in connection with their entry into the Promotion.
13. Incomplete and ineligible entries will be deemed invalid. Entries will also be deemed invalid if they breach these Conditions of Entry as determined by the Promoter in its sole discretion or any other content guidelines notified by the Promoter during the entry process for the Promotion.
14. The Promoter may, in its absolute discretion, edit, modify, delete, remove or take-down any part of an entrant's entry.

### **Facebook & Instagram promotions**

15. If the Promotion is conducted via the Facebook or Instagram Platforms:
  - a. Entrants acknowledge that the Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram.
  - b. Entrants acknowledge that any information they provide in connection with the Promotion is provided to the Promoter and not to Facebook or Instagram.

- c. Any questions, comments or complaints regarding the Promotion will be directed to the Promoter, not to Facebook or Instagram.
- d. Entrants release Facebook and Instagram, and their associated companies from all liability arising in respect of the Promotion.

### **Determining and notifying winners**

16. The prize draw(s) (if applicable) will be conducted in accordance with the Draw Details. The prize(s) will be awarded to the valid entry or entries (as applicable) randomly drawn in accordance with the Prize Details.
17. Winners will be notified as specified in the Schedule and their name and State/Territory of residence will be published in accordance with the Schedule. The Promoter and the companies and agencies associated with this Promotion may also publish the name and State/Territory of winners on their website(s) and in trade publications. By entering this Promotion, each entrant requests that his or her full address not be published.

### **Prizes**

18. The prize(s) are specified in the Prize Details. The prize(s) are subject to any restrictions specified in the Schedule. The total prize pool is specified in the Schedule.
19. If a prize includes vouchers, the vouchers are only valid until the voucher expiry date specified on the voucher or by the provider, and are subject to any terms and conditions imposed by the provider. Once awarded, the Promoter is not be liable for any voucher that has been lost, stolen, forged, damaged or tampered with in any way.
20. If a prize includes tickets, the tickets are only valid for the date or period specified on the tickets or by the provider, and are subject to any terms and conditions imposed by the provider. Once awarded, the Promoter is not be liable for any ticket that has been lost, stolen, forged, damaged or tampered with in any way.
21. If a prize includes travel, the prize must be booked and completed as specified by the Promoter or by the supplier of the prize. If the prize is event based, any travel provided as part of the prize must be taken on the dates specified by the Promoter to coincide with the event. The prize is subject to booking and availability, and is subject to any terms and conditions imposed by the relevant providers. All costs associated with a travel prize which are not expressly stated in the Schedule to be included, including additional spending money, passport and visa costs, transfer costs, meals, taxes, insurance, luggage costs and all other ancillary costs, are the responsibility of the winner. The winner and any travelling companion(s) must depart and return at the same time using the same air carrier. The winner and any travelling companion(s) are responsible for ensuring they have all necessary travel insurance (if not included in the prize) and documents to travel to the relevant place(s) (including passports and visas, if required). Any alterations or extensions to confirmed prize details must be approved in advance by the Promoter (at its sole discretion) and will be at the expense of the winner. The Promoter is not responsible for the cancellation, delay or rescheduling of any part of a travel prize and any costs incurred by the winner or any travelling companion(s) as a result (including accommodation costs) will be the responsibility of the winner. The winner is responsible for ensuring that they and their travelling companion(s) are fit to travel and have received appropriate immunisations and/or health checks prior to taking the prize.
22. If the one of the people taking or participating in a prize is under 18 years of age, a parent or legal guardian of the winner must be present for the duration of the prize, as one of the participants. The Promoter reserves the right to appoint a chaperone to accompany the participants taking the prize. The participants agree to the chaperone being present with them for the duration of the prize and agree to comply with any reasonable directions or guidelines notified to them by the Promoter or their chaperone.

### **Claiming prizes**

23. Prizes must be claimed by the Prize Claim Date in accordance with any claim instructions set out in the Schedule.
24. If a prize is not accepted or claimed by the Prize Claim Date, the relevant winner's entry will be deemed invalid and the Promoter reserves the right to distribute the unclaimed prizes in

accordance with the Unclaimed Prize Arrangements specified in the Schedule, subject to any directions given by any relevant authority. Winners of unclaimed prizes will be notified and have their names and State/Territory of residence published in accordance with the Unclaimed Prize Arrangements.

## **General**

25. The Promoter accepts no responsibility for any problems or technical malfunction of any communication network or for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. The Promoter has no control over telephone communications, networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) any costs incurred.
26. The Promoter may, at its sole discretion, declare any or all entries made by an entrant invalid, and prohibit further participation by an entrant in this Promotion, if the entrant:
  - a. fails to verify their personal details and/or eligibility to enter the Promotion to the Promoter's satisfaction;
  - b. tampers with or benefits from any tampering with the entry process or the operation of the Promotion;
  - c. submits an entry which in the Promoter's opinion is not in accordance with these Conditions of Entry;
  - d. acts in a disruptive manner or with the intent to annoy, abuse, threaten or harass any other person; or
  - e. engages in conduct in entering the Promotion which in the Promoter's opinion is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter. This includes where entrants share receipts or product labels to enter the Promotion or where entrants use multiple names or addresses to register multiple entries.
27. Entrants must comply with the Verification Requirements. The Promoter may require entrants to provide these to the Promoter or its agent as part of the entry verification or prize claim process. Failure to provide these to the Promoter's satisfaction will result in the relevant entry being declared invalid (and, at the Promoter's discretion, in all of the entrant's entries being declared invalid).
28. All entries will be the property of the Promoter and will not be returned.
29. Prizes are not transferable or exchangeable and, except for cash prizes, cannot be redeemed for cash or any other form of compensation. The value of each prize is accurate as at the time of preparation of this material. The Promoter accepts no responsibility for any variation in the value of a prize after that date. If a prize is unavailable for any reason, the Promoter may substitute it for another item of equal or higher value, subject to the approval of the relevant authorities in the Relevant State(s), if required. If a winner does not take an element of a prize at the time stipulated by the Promoter, then that element of the prize will be forfeited by the winner and neither cash nor any other form of compensation will be supplied in lieu of that element of the Prize. The Promoter accepts no other liability or responsibility for any loss incurred by a winner or any other party if any prize (or any part of a prize) is unavailable for any reason.
30. If requested by the Promoter, entrants and winners (or their companion(s), if applicable) must sign (or procure that their parent/guardian signs) an indemnity and exclusion of liability form provided by the Promoter, in favour of the Promoter and all parties involved in this Promotion and/or providing the prize, before they participate in the Promotion and/or the prize. If they or their parent/guardian do not sign that form within the time specified by the Promoter, they will not be able to participate and the relevant entrant's or winner's entry or claim will be deemed invalid. Where an entry is declared invalid prior to the Prize Claim Date, the Promoter may determine a new winner in accordance with the Unclaimed Prize Arrangements.

31. If requested by the Promoter, entrants and winners (and their companion(s), if applicable) must participate in all promotional activity (such as publicity and photography) surrounding this Promotion or their winning of a prize, free of charge, and they consent to the Promoter and its associated companies and agencies using their name and image in promotional material.
32. If for any reason any aspect of this Promotion does not or is not capable of running as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion, or invalidate any affected entries, subject to the approval of the relevant authorities in the Relevant State(s), if required.
33. The Promoter's decisions in connection with the Promotion are final and no correspondence will be entered into.
34. Entrants acknowledge that there may be inherent risks in some aspects of the Promotion or the prize and that participation in the Promotion or the prize may involve participating in dangerous activities. By entering this Promotion and/or accepting the prize, entrants accept that risk for themselves and for their companion(s) (if applicable).
35. The Promoter, its associated agencies and companies and the agencies and companies associated with this Promotion (including Facebook and Instagram, if the Promotion is conducted via these Platforms) will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Promotion or accepting or using 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).
36. The Promoter and its associated agencies and companies will not be liable for any damage to or delay in transit of prizes.
37. The Promoter may at its absolute discretion prohibit an entrant's participation in this Promotion, cancel or suspend a prize or other cease to provide any prize to a winner if the entrant or winner (or any companion) is (in the Promoter's opinion) under the influence of alcohol or drugs, behaves aggressively or disruptively, or behaves in a manner which may diminish the good name and reputation of the Promoter or its products and brands, or is contrary to law or is otherwise inappropriate.
38. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought. Where the operation of this Promotion results in, for GST purposes, supplies being made for non-monetary consideration, entrants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
39. The information entrants provide will be used by the Promoter for the purpose of conducting this Promotion. The Promoter may disclose entrants' personal information to companies and agencies connected with this Promotion and to relevant authorities in the Relevant States, and the winner's name and State/Territory of residence may be published in accordance with these Conditions of Entry and as required under relevant legislation. The Promoter's privacy policy is available on the Promoter's website [www.melbournemarathon.com.au](http://www.melbournemarathon.com.au)