

## Conditions of Entry – Melbourne Cup Day 2018 Competition

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1. The Promoter is Place Management NSW of Level 4, 66 Harrington Street, The Rocks, NSW 2000. A.B.N.51 437 725 177
2. Information on how to enter Melbourne Cup Day 2018 Competition (Promotion) and prizes form part of these Conditions of Entry. Entry into the Promotion is deemed acceptance of these Conditions of Entry. Entry is via Internet only.
3. Entry is only open to residents of Australia aged 18 years or older (inclusive). (Eligible Entrants).
4. Directors, management and employees of Place Management NSW and its related entities (and their immediate families), printers, suppliers, providers and agencies associated with this Promotion are ineligible to enter the Promotion.
5. Promotion commences on 05/10/2018 and closes at 12 NOON (AEDT) on 12/10/2018 (Promotional Period). Winners will be selected on 12/10/2018 at 2PM (AEDT) at Level 4, 66 Harrington Street, The Rocks, NSW 2000. Winners will be notified via phone or email. Place Management NSW's decision is final and no correspondence will be entered into. The winners have until 12 NOON (AEDT) 16/10/2018 to claim their prizes. If prizes remain unclaimed at these times, redraws will take place at 2PM 16/10/2018.
6. To enter the Promotion and become an Entrant, Eligible Entrants must, during the Promotional Period, successfully register their details via the online registration form on [darlingharbour.com](http://darlingharbour.com)
7. This is a competition of chance. Winners will be chosen randomly using an online random number generator. Entrants are only permitted to enter in their own name. Multiple entries are NOT permitted.
8. Place Management NSW reserves the right to verify the validity of any and all entries and reserves the right to disqualify any Entrant for: (a) tampering with the entry process; (b) submitting an entry which is not in accordance with these Conditions of Entry; or (c) if the Entrant is engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. Place Management NSW's legal rights to recover damages or other compensation from such an offender are reserved.
9. This is a game of chance. Place Management NSW will randomly choose two (2) prize winners.

Each prize winner will receive:

- A prize voucher for four (4) VIP tickets to the Melbourne Cup lunch event at The Ternary for four (4) adults, valued at AUD\$596
10. Total prize value for all prizes is AUD\$1,192. The Prizes are not transferable or exchangeable. Prizes are subject to the individual terms and conditions as specified on each individual prize voucher.

Place Management NSW accepts no responsibility for any tax implications that may arise from the Prizes. Independent financial advice should be sought.

11. Place Management NSW and the Entrant acknowledge that: the Entrant is providing their personal information to Place Management NSW for the purposes of the Promotion and that their personal information is not being used in any way by Facebook, Twitter or Instagram nor being supplied by or to Facebook, Twitter or Instagram; and the Promotion is not in any way sponsored, endorsed or administered by, or associated with Facebook, Twitter or Instagram.
12. Entrants who provide incorrect, misleading or fraudulent information are ineligible to participate in the Promotion and all entries of an Entrant who is deemed by Place Management NSW to have provided incorrect, misleading or fraudulent information may, at the discretion of Place Management NSW, be deemed invalid. Place Management

NSW reserves the right to request the Entrant produce (within the requested time) appropriate photo identification or other documentation (to Place Management NSW's satisfaction, at its sole discretion) in order to confirm the Entrant's identity, age, residential address, eligibility to enter and claim the Prize, and any information submitted by the Entrant in entering the Promotion, before issuing the Prize. If the documentation required by Place Management NSW is not received by Place Management NSW (or its nominated agent) or an Entrant or entry has not been verified or validated to Place Management NSW's satisfaction then all the entries of that Entrant will be ineligible and deemed invalid.

13. The Prize will only be awarded following any winner validation and verification that Place Management NSW requires in its sole discretion.
14. Costs associated with accessing social media channels remain an Entrant's responsibility and may vary depending on the Internet service provider used.
15. Internet entries will be deemed accepted at the time of receipt by Place Management NSW and not at the time of transmission. Entries received will be considered final by Place Management NSW. Incomplete, inaccurate, erroneous, ineligible or incomprehensible entries will be deemed invalid. Place Management NSW accepts no responsibility for late, lost or misdirected entries.
16. Any attempt, deliberate or otherwise, to cause malicious damage or interference with the normal functioning of Darling Harbour social media channels or to otherwise undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws and, should such an attempt be made, whether successful or not, Place Management NSW reserves the right to seek damages to the fullest extent permitted by law. If Place Management NSW suffers loss or incurs any costs in connection with any breach of these Conditions of Entry or any other legal obligation by an Entrant, the Entrant agrees to indemnify Place Management NSW for those losses, damages and costs.
17. It is a condition of entering this Promotion that the Entrant fully releases Instagram from any liability or loss (including indirect or inconsequential loss) associated with the Promotion.
18. Place Management NSW and its associated agencies and companies are not liable for any loss (including, without limitation, indirect or consequential loss), damage, personal injury or death which is suffered or sustained (including but not limited to that arising from any person's negligence) in connection with taking the Prize or using the Prize, except any liability that cannot be excluded by law (in which case that liability is limited to the minimum allowable by law). Place Management NSW and its agents associated with this Promotion take no responsibility for the Prize being damaged or lost in transit (if relevant).
19. Place Management NSW and its associated agencies and companies are not responsible for any problems, delays or technical malfunction of any telephone or network or lines, servers or providers, computer equipment, software, technical problems or traffic congestion on a network or a mobile network or any combination thereof, or any other technical failures including any damage to the Entrant's or any other person's mobile handset, computer or peripherals related to, or resulting from, participation in this Promotion or the downloading of any materials related to this Promotion.
20. Place Management NSW will not be responsible for any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this Promotion if the deficiency is occasioned by any cause outside the reasonable control of Place Management NSW including but without limitation technical malfunctions or failures.
21. If this Promotion is not capable of running as planned for any reason, including but not limited to war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or anything which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, Place Management NSW reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Promotion and/or, if necessary, to provide an alternative

prize to the same value as an original Travel Prize, subject to any written directions made under applicable State or Territory legislation.

22. As a condition of entering this Promotion, an Entrant consents to, in the event they are the winner, Place Management NSW using the Entrant's name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period of time without further notification, remuneration or compensation for the purpose of promoting, publicising or marketing the Promotion (including any outcome), and/or promoting any products or services manufactured, distributed and/or supplied by Place Management NSW. The Entrant agrees that, in the event they are the winner, the Entrant will participate in all reasonable promoted activities in relation to the Promotion as requested by Place Management NSW and its agents.
23. An entry and any copyright subsisting in an entry irrevocably becomes, at time of entry, the property of Place Management NSW. Place Management NSW collects personal information about an Entrant to include the Entrant in the Promotion and, where appropriate, award prizes. If the personal information requested is not provided, the Entrant cannot participate in the Promotion and is deemed ineligible. An Entrant also agrees that Place Management NSW may, in the event the Entrant is the winner, publish or cause to be published the Entrant winner's, name, locality and winning image in any media, as required under the relevant State or Territory lottery legislation. An Entrant can gain access to, update or correct any personal information held by Place Management NSW by contacting Place Management NSW's Privacy Officer by calling (02) 9240 8823. All personal information will be stored at the office of Place Management NSW. A copy of Place Management NSW's Privacy Policy and Privacy Management Plan in relation to the treatment of personal information collected may be obtained by contacting Place Management NSW.
24. Authorised by NSW Permit number LTPM/18/03389.