

All sections and information in this document form part of these Terms and Conditions.

2. The promoter of this Competition is Visit Victoria Limited (ABN 37 611 725 270) of Collins Square, Tower Two, Level 28, 727 Collins Street, Melbourne VIC 3008 (*Promoter*).

3. The following terms and conditions (*Terms and Conditions*) apply for **Bendigo Breakaway** (*Competition*) to be conducted by the Promoter.

4. Information on how to enter the Competition and the Prize available form part of these Terms and Conditions. Participation in the Competition constitutes acceptance of these Terms and Conditions by the entrant.

5. Entries not completed in accordance with these Terms and Conditions are void. Entries will be deemed void if stolen, forged, mutilated, or tampered with in any way.

6. Entry is open to all Australian residents. Directors, officers, management, and employees of the Promoter (and their immediate families and friends), or agencies or companies associated with or connected to the provision of the Competition in any way, are ineligible to enter. For the purposes of these Terms and Conditions, 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 first cousin.

7. The Competition commences at 00:00 (AEST) on Saturday 3 September 2022 and closes at 24:00 (AEST) on Sunday 18 September 2022 (*Competition Period*).

Method of Entry

8. There is no entry fee and no purchase necessary to enter this Competition.

9. To enter, entrants must complete the Visit Victoria White Night event feedback survey by Sunday 18 September 2022.

10. It is the responsibility of the entrants to ensure that their contact details provided through the Registration Process are correct and to notify the Promoter of any changes to their contact details prior to the date of announcing the Winner.

The Promoter will not be liable if it cannot contact any entrant because of any incorrect contact details provided to it by an entrant.

11. Entries will be deemed accepted once the Registration Process is completed.

12. Maximum of one entry permitted per person. Any entries submitted by an entrant after that entrant first enters the Competition will be automatically disqualified.

13. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries by that entrant invalid.

14. Entrants must be 18 years or over at the time of the entry being completed.

15. Entries must be received within the Competition Period. Entries are deemed to be received at the time they are received by the Promoter's database. The Promoter accepts no responsibility for 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, technical disruptions, network congestion, communications failure or otherwise. The Promoter is not liable for any consequences of user error including, without limitation, costs incurred. The Promoter reserves the right to extend the Competition Period at its own discretion and subject to any relevant legislation.

16. Incomplete, indecipherable, or illegible entries will, in the sole and absolute discretion of the Promoter, be deemed invalid. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

17. The Promoter does not accept responsibility for entries not received for whatever reason.

18. 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) to disqualify any entrant who submits an

entry that is not in accordance with these Terms and Conditions or who tampers with the Registration Process. 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. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

19. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the entrant's individual internet service provider.

20. The Promoter prohibits entries that violate the rights of others or are unlawful, defamatory, or obscene. The Promoter reserves the authority to reject entries which violate these standards. Further, the Promoter reserves the right to delete entries which the Promoter considers are offensive, defamatory or otherwise inappropriate.

Prize

21. The Promoter, in its sole discretion, will determine one (1) winner in total (the *Winner*). The Winner will receive a prize, as set out in clause 22 below.

22. The entry that is selected by a random draw by the Promoter will win the following prize, at the discretion of the Promoter:

The **Bendigo Breakaway** voucher, which includes:

- I. Two nights at Bendigo Ernest Hotel to the value of \$600;
- II. Dinner for two at The Woodhouse to the value of \$300;
- III. Roaming Lunch for two at Dispensary to the value of \$100.

with a total prize value of approximately \$1,000 (together, the **Prize**). The Winner agrees to comply with and be bound by the terms and conditions of the relevant venues upon redemption of the Prize.

23. The Prize is to be redeemed within six months of the Winner being notified of the Prize and is available for redemption between Monday to Sunday.

24. The Prize (or any part of it) is not transferrable or exchangeable or redeemable for cash. The Prize value is in Australian dollars inclusive of GST based upon the recommended retail value of the Prize components at the time of printing. The Promoter accepts no responsibility for any variation in the value of any part of the Prize between now and the Prize redemption date.

25. If any part of a Prize is unavailable, for any reason (including unforeseeable or other special circumstances), the Promoter, in its absolute and sole discretion, reserves the right to substitute the Prize or any part of the Prize for a prize of equal value and/or specification. To the extent permitted by law:

- a. the Promoter makes no representations or warranties as to the suitability of the Prize; and
- b. no compensation will be payable if, for any reason, a Winner is unable to use the Prize as stated.

26. If there is a dispute as to claiming the Prize, the Promoter reserves the right in its sole discretion, to determine the outcome of the dispute.

27. It is the responsibility of the Winner to cover the costs of any additional out-of-pocket expenses associated with redeeming the Prize over and above packaging and delivery of the Prize to the Winner.

28. Unless expressly stated in these Terms and Conditions, the Winner is responsible for all other expenses.

Draw

29. The Competition will be a game of chance and the selection of the Winner will be by random draw by the Promoter from all the entrants who have completed their entry in accordance with these Terms and Conditions. Entries will be placed into a random draw and the Winner will be

chosen at random from all eligible, valid and complete entries received. All entrants will have an equal chance of being drawn.

30. The draw will take place either at the offices of the Promoter at Collins Square, Tower 2, Level 28, 727 Collins Street, Melbourne VIC 3008 or virtually on Wednesday, 21 September 2022 at 12.00 (AEST). The Promoter may draw additional reserve entries and record them in order in case an invalid or ineligible entry is drawn.

31. The entrants will be notified via email if the conduct of the Competition is changed (including when it is to take place) at least 5 days before the scheduled time for the draw.

32. The Winner will be notified via email to all entrants by Monday 26 September 2022.

33. If the Winner fails to respond to the Promoter's email or contact the Promoter by 09:00 (AEST) on Tuesday 4 October 2022, the Promoter will reserve the right to select an alternative Winner (*Redraw*).

34. In the case where a Redraw is required, the entries will be assessed and selected by 10:00 (AEST) on Friday 14 October 2022. The Redraw will take place at the offices of the Promoter at Tower 2, Level 28, 727 Collins Street, Melbourne VIC 3008 or virtually.

35. The Winner of the Redraw will be notified via email on Tuesday 18 October, 2022. The name of the Winner of the Redraw will be notified via email to all entrants.

36. The Winner of the Redraw will receive the Prize, as set out in clause 22, at the discretion of the Promoter.

37. The Promoter may in its sole and absolute discretion deem a "winning" entry invalid after the Winner is notified or their name is announced if it is discovered that the Winner did not enter the Competition in accordance with these Terms and Conditions. In those circumstances, the Promoter will reserve the right to Redraw.

38. The Promoter's decision is final and binding and no correspondence will be entered into regarding the result.

39. Once the Winner has been confirmed, the Promoter will contact the Winner to arrange for delivery of the Prize. The Prize for the Competition will be sent via post or email, after the Winner provides their preferred delivery mechanism to the Promoter, by Tuesday, 25 October, 2022 subject to any governmental restrictions which might be imposed from time to time in response to COVID-19.

40. When contacted, the Winner will be required to further confirm their acknowledgement of and agreement to these Terms and Conditions. The Prize will be issued to the Winner in accordance with these Terms and Conditions and subject to such confirmation.

41. It is a condition of accepting the Prize that the Winner must comply with all the conditions of use of the Prize and the requirements of the supplier of the Prize.

42. Entrants consent to the Promoter using the entrant's name, likeness, image, voice and/or entry in the event they are a Winner (including photograph, film and/or recording of the same) in any media or any media platform for an unlimited period worldwide without remuneration being paid or owed to the entrant or any additional compensation for the purpose of promoting the Competition (including any outcome), or promoting any products or materials manufactured, distributed and/or supplied by the Promoter or the supplier of the Prize and any related use by the Promoter. The Winner agrees to sign such other documentation as the Promoter may require to confirm these rights.

43. By submitting an entry to the Competition, each entrant assigns all rights in the entry to the Promoter and consents to the Promoter using the entry in any manner the Promoter wishes (including modifying, adapting or publishing the entry, whether in original or modified form, in whole or in part or not at all), by way of all media, without payment to the entrant (of royalties, compensation or otherwise). By submitting an entry, each entrant consents to any dealings with the entry that may otherwise infringe their moral rights in the entry. The Promoter may copy any content submitted as part of an entry, cause the content to be seen and/or heard in public, and communicate the content to the public. It may also allow third parties to do these things.

44. It is a condition of accepting a Prize that the Winner agrees to participate in and cooperate with all news, media / PR activities surrounding the Competition or reasonable media editorial requests, including but not limited to, being interviewed, photographed and filmed, and the Winner grants the Promoter a perpetual, irrevocable, non-exclusive, royalty free licence to use such footage and photographs in all media worldwide and the Winner will not be entitled to any fee for such use. The inclusion of any such recordings, footage or photographs (including but not limited to creative control of such recordings, footage or photographs) will remain with the Promoter at all times.

45. If there is a dispute as to the conduct of the Competition, the Promoter reserves the right in its sole discretion, to determine the outcome of the dispute.

General

46. If this Competition 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law to:

- a. disqualify any entrant; or
- b. subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Competition, as the Promoter considers appropriate.

47. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the Competition within the dates and in the manner described in these Terms and Conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, epidemic or pandemic or any actual or anticipated breach of any applicable law or regulation or any other event outside of the Promoter's control, the Promoter may in its absolute discretion cancel or vary the Competition and recommence it from the start on the same conditions, subject to any relevant legislation.

48. As a condition of accepting the Prize, the Winner may be required to sign legal documentation as and in the form required by the Promoter in its absolute discretion, including but not limited to a legal release and indemnity form.

49. The Promoter reserves the right in its sole discretion to disqualify any individual who it has reason to believe has breached any of these Terms and Conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Competition. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

50. The Promoter is not responsible for any problems or technical malfunction of any computer on-line systems, computer equipment, software, technical problems or traffic congestion on the internet, or any combination thereof related to or resulting in the cancellation of the Competition.

51. The *Competition and Consumer Act 2010* (Cth), as well as other laws in Australia, may imply certain conditions, warranties and undertakings, and give the entrant other legal rights. If they apply, these cannot be modified or excluded by any contract. The entrant may consider seeking legal advice as to whether they apply to the entrant.

52. 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 2010* (Cth), as well as any other implied warranties under the *ASIC Act 2001* (Cth) or similar consumer protection laws in the States and Territories of Australia. Other than these consumer guarantees, and subject to clause 24, the Promoter makes no warranties about any Prize offered as part of the Competition, including warranties as to the quality, merchantability or fitness for purpose of such Prize.

53. Records (including financial accounting, accounting for all entries and report of the distribution of the Prize) of this Competition will be kept for 5 years after delivery of the Prize. Audit records

confirming the prize draw can be made available to an authorised officer or member of the police force on request.

54. These Terms and Conditions are governed by the laws of the State of Victoria. Each entrant submits to the exclusive jurisdiction of the courts of the State of Victoria.

Liability and Release

55. Except for any liability that cannot be excluded by law, the Promoter and its related entities (including the Government of the State of Victoria or the **State**) and their respective officials, servants, representatives, agents and sponsors (and any of their respective representatives) (**Representatives**), exclude all liability (including liability in negligence) for any claim, personal injury, death, loss or damage (including loss of opportunity), cost or expense that may be suffered, incurred or sustained by the entrant (including the Winners), whether direct, indirect, special or consequential, arising in any way out of the Competition, including, but not limited to, arising out of the following:

- 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 its receipt by the Promoter);
- d. any variation in Prize value to that stated in these Terms and Conditions of entry;
- e. any tax liability incurred by a Winner or entrant;
- f. any participation in the Competition; and/or
- g. redemption and use by a Winner of the Prize.

56. All entrants in the Competition, including the Winners, provide a release and indemnity to each of the Promoter and the State and each of their respective Representatives against any claim, loss, damage, liability, cost and expense that may be incurred or sustained by the Promoter, the State or each of their respective Representatives arising out of any act, matter or thing done, permitted or omitted to be done by the entrant, including the Winner and their companion, in relation to the Competition or the Prize.

57. The Promoter and its related entities and their respective Representatives take no responsibility for a defective Prize or a Prize damaged or lost in transit, or late, lost or misdirected mail.

58. The release and indemnity in clauses 55, 56 and 57 (each a *Relevant Commitment*) is given by each entrant (including the Winner) in favour of the Promoter and the State and their respective Representatives. It is acknowledged that:

- a. the Relevant Commitment is given by each entrant (including the Winners) for the benefit of the Promoter and the State and each of them and each of their respective Representatives with the intention that they are entitled to rely on and enforce the relevant commitment;
- b. the benefit of the Relevant Commitment is held by the Promoter on its own behalf and on behalf of the State and on behalf of their respective Representatives; and
- c. the Promoter may enforce and recover under the relevant commitment for and on behalf of the State and for and on behalf of their respective Representatives.

59. The Promoter will not be responsible for any act, omission, failure or delay not reasonably within its control.

Personal Information

60. All entry details become the property of the Promoter. By entering the Competition, each entrant is taken as giving consent to the Promoter collecting and using the entrant's personal information for the purpose of conducting and promoting this Competition (including for the purpose of identifying, notifying and announcing the Winners). Without limiting the foregoing, the

Promoter may disclose entrants' personal information to other parties assisting in the administration of the Competition, including to the Promoter's related entities, prize suppliers, external service providers, authorities that regulate this Competition and third parties as required by law. By accepting these Terms and Conditions, the entrant consents to the Promoter, its related entities and business partners (as applicable) using the entrants' personal information for the purpose of sending direct marketing messages with respect to programs, products and services available through any of all of them.

61. In addition to the privacy term set out above, if the entrant has ticked the "opt-in" box, the Promoter may also use personal information entrants provide to send information about the Promoters products and services (including via electronic means), and may disclose the information to its related bodies corporate, agencies and contractors (including call centres, advertising agencies and direct mail houses) the Promoter engages for that purpose.

62. The Promoter will handle the entrants' personal information in accordance with the Promoter's Privacy Policy which is available at <https://www.visitvictoria.com/legal- notices/privacy-policy>. An entrant may access and correct any personal information held by the Promoter by writing to privacy@visitvictoria.com.au