

**TRADE PROMOTION – GAME OF SKILL**  
**SCHEDULE TO TERMS OF ENTRY**

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| <b>Name of Promotion:</b>         | <b>CMC Rocks QLD 2018: Win a Meet and Greet with Brothers Osborne</b>  |
| <b>Promoter:</b>                  | Chugg Entertainment Pty Ltd<br>ABN: 57 117 628 216<br>Address: Level 7, 10-14 Waterloo Street Surry Hills NSW 2010<br>Email: <a href="mailto:info@chuggentertainment.com">info@chuggentertainment.com</a><br>Phone: + 61 2 9361 2200<br>Fax: + 61 2 9356 8098  |
| <b>Entry Restrictions:</b>        | Entry is open to all persons who purchase (or have purchased) one or more 3-day ticket to CMC Rocks QLD 2018 before the end of the Promotion Period.<br>Entrants can be any age but entrants under 15 years of age, must be accompanied by a parent or guardian 18 years of age or over while taking the prize.<br>Entrants must be able to take the prize at the time and date advised by the Promoter. |
| <b>Promotion Period:</b>          | Starts <b>9.00am (AEDT) Monday 5 February 2018</b><br>Ends <b>11:59pm (AEDT) Friday 9 February 2018</b>  |
| <b>Entry Method:</b>              | During the Promotion Period entrants must:<br>Comment on the Brothers Osborne Meet and Greet Instagram post on CMC Rocks Instagram page, telling us in 25 words or less what your band name would be if you started it with a family member?   |
| <b>Entry Limits:</b>              | Entrants must have purchased at least 1 x CMC Rocks QLD 2018 festival ticket.<br>All winners will need their own ticket to attend the meet and greet.  |
| <b>Judging Criteria:</b>          | Each valid entry will be individually judged based on, among other things, creativity and uniqueness.  |
| <b>Prize Details:</b>             | There will be 5 winners picked. Each winner will receive one Prize consisting of a Meet and Greet for two (2) people with <b>Brothers Osborne</b> at CMC Rocks QLD 2018 on either Friday 16, Saturday 17 or Sunday 18 March 2018.  |
| <b>Total Prize Value:</b>         | Money-can't-buy.   |
| <b>Winner Notification:</b>       | The winner will be notified by email or by phone by:<br><b>2:00 pm (AEDT) on Monday 12 February 2018</b><br>The winner may be announced on the Promoter's Facebook Page and the <i>CMC Rocks</i> Facebook Page once notified.  |
| <b>Prize Claim Date and Time:</b> | <b>12:00 noon (AEDT) on 2 March 2018</b>   |
| <b>Unclaimed Prize Draw Date:</b> | N/A  |
| <b>Prize Delivery:</b>            | The prize will be redeemed on-site at CMC Rocks QLD 2018.<br>The winner will need to bring valid photo ID to collect their prize.  |

# TRADE PROMOTION – GAME OF SKILL

## TERMS OF ENTRY

1. These Terms of Entry together with the Schedule to Terms of Entry and all other information and instructions provided prior to entering the Promotion, form part of the rules of entering the Promotion and participation in the Promotion is deemed acceptance of all such Terms of Entry. IF there's a discrepancy between these Terms of Entry and the Schedule to Terms of Entry, then the Schedule to Terms of Entry will prevail.
2. Entry is open only to all persons who comply with the Entry Restrictions. Employees and their immediate families of the Promoter and agencies associated with this Promotion are ineligible to enter.
3. The Promotion will be conducted during the Promotion Period.
4. To enter the Promotion, Entrants must follow the Entry Method during the Promotion Period.
5. Uploaded Photos must be submitted in accordance with Facebook requirements and entry and continued participation in the Promotion is dependent on Entrants following and acting in accordance with the Facebook Statement of Rights and Responsibilities, which can be viewed at [www.facebook.com/terms.php](http://www.facebook.com/terms.php).
6. Entries must be received during the Promotion Period. Entrants may not submit entries in excess of the Entry Limits. Multiple entries (where permitted) must be submitted separately.
7. Entry to the Promotion is via the internet only and any costs associated with accessing the internet are the responsibility of the Entrant. The use of any automated software or any other mechanical or electronic means that allows an Entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that Entrant invalid. Promoter is not responsible for any technical malfunctions of computer online or wireless systems, servers or providers, computer equipment, software or other problems resulting from participation or sending or receiving any communication or materials associated with this Promotion.
8. 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, communications failure or otherwise. If entries are to be submitted via email, then such entries are deemed to be received at the time of receipt into the Promoter's database not at the time of transmission by the Entrant.
9. This is a game of skill; chance plays no part in determining the winner(s). Each valid entry will be individually judged (by representatives of the Promoter) based on the Judging Criteria. The judges' decisions are final and no correspondence will be entered into.
10. By submitting or uploading a Photo, Entrants acknowledge and warrant to the Promoter that each Photo is an original work of the Entrant that does not infringe the rights of any third party. Each Photo must comply with these Terms of Entry. By entering this Promotion, Entrants:
  - (a) consent to the Promoter making copies of or publishing the whole or any part of their Photo and entry and otherwise exploiting the Photo and entry and any rights in relation to the Photo and entry, to publicise this Promotion or for any other purposes; and
  - (b) undertake to the Promoter that their entry is not, and its use by the Promoter will not be, in breach of any third party intellectual property rights.
11. Photos or entries that, in the Promoter's judgment, contain prohibited or inappropriate content or content that is offensive, defamatory or otherwise objectionable or inappropriate or that otherwise breach these Terms of Entry, will be deemed invalid.
12. The Prize Details and Prize Value are as specified in the Schedule. Promoter takes no responsibility for any variation in the Prize Value between the date of publication and the date the prize is taken.

13. Each winner is responsible for organising and paying any costs associated with use of the Prize including but not limited to transport, parking, flights, insurance, transfers, meals, spending money, accommodation and any other ancillary costs.
14. Where a prize includes a ticket, ticket allocation is at the Promoter's sole discretion. Tickets may not, without the prior written consent of Promoter, be re-sold or offered for resale at a premium (including via online auction sites) or used for advertising, charity fundraising, promotion or other commercial purposes (including but not limited to competitions and trade promotions) or to enhance the demand for other goods or services, either by the winner(s) or any subsequent bearer. If a ticket is sold or used in breach of this condition, the ticket may be cancelled and the bearer of the ticket may be refused admission. Promoter's usual ticketing and venue terms and conditions apply to all tickets provided under this Promotion and by accepting tickets Entrants agree to be bound by their respective terms, including any applicable age restrictions.
15. If a winner of a Prize is under the age of 18 years (where entry by persons under 18 is permitted), the Promoter may, at its discretion, award the prize to the winner's parent or guardian and/or the Promoter may require the winner to take as the second person a parent or guardian who will assume all responsibility for the winner for the duration of using the Prize and (if requested by Promoter) will provide Promoter with written confirmation to that effect.
16. The Promoter hereby expressly reserves the right to eject any winner (and/or his/her companion) who in the opinion of the Promoter, is under the influence of alcohol or any other drug, behaves aggressively or in an inappropriate manner whilst participating in any element of the prize.
17. Entrants consent to the Promoter using their photograph, 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.
18. The winner(s) will be notified as stated in the Winner Notification section of the Schedule.
19. No prize is transferable or exchangeable, nor can it be redeemed for cash. In the event for any reason a winner does not take an element of any 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 supplied for that element of the prize. The Promoter accepts no responsibility for any variation in prize value. Where a prize is unavailable for any reason, the Promoter may substitute for that prize another item of equal or higher value as determined by the Promoter. Without limiting the foregoing, the Promoter may, in its absolute discretion, substitute cash for any prize (the amount of cash being equal to the prize value specified in the Prize Value).
20. If any prize is not claimed by the Prize Claim Date and Time, the relevant winner's entry will be deemed invalid and the Promoter reserves the right to award the relevant prize/s to the next best valid entry. If a prize is no longer capable of being redeemed, the prize will be deemed forfeited.
21. The Promoter and its associated agencies and companies will not be liable for any damage to or delay in transit of prizes. Prizes will be provided by the Promoter to the winner/s as stated in the Prize Delivery section of the Schedule.
22. The Promoter reserves the right, at any time, to verify the validity of entries and Entrants (including requiring an Entrant to provide identification and evidence of eligibility such as proof of identity, age and place of residence) and to disqualify any Entrant who submits an entry that is not in accordance with these Terms of Entry or who tampers with the Entry Method. Identification considered suitable for verification is at the Promoter's discretion. Errors and omissions will 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.
23. If due to any reason whatsoever the Promoter becomes aware after an Entrant has won a prize that the Entrant has not complied with these Terms of Entry, that Entrant will have no entitlement to the prize, even if the Promoter has announced them as a winner and that Entrant will be required, at the direction of the Promoter, to return, refund or otherwise make restitution of the prize.
24. Nothing in these Terms of Entry 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 State and Territories of Australia (**Non-Excludable Guarantees**). Except for any liability that cannot be excluded by law, including the Non-Excludable Guarantees, Promoter (including the Promoter's 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 the Promotion, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under 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 receipt by Promoter) due to any reason beyond Promoter's reasonable control; (d) any variation in prize value to that state in these Terms of Entry; (e) any tax liability incurred by a winner or Entrant; (f) participation in the Promotion; (g) if any prize event is cancelled or delayed for any reason beyond the reasonable control of Promoter; and/or (g) redemption of the prize including attendance at a prize event.

25. If for any reason this Promotion is not capable of running as planned due to any reason beyond Promoter's control, Promoter reserves the right to the fullest extent permitted by law to: (a) disqualify any Entrant who tampers with the Entry Method; and (b) cancel, terminate, modify or suspend the Promotion subject to any written directions from a regulatory authority.
26. The Promoter collects personal information to conduct the Promotion and may, for this purpose, disclose such information to third parties (including but not limited to agents, contractors, service providers, offer suppliers and as required to Australian regulatory authorities). Participation in the Promotion is conditional upon each Entrant providing their personal information. Unless an Entrant advises otherwise, Promoter may use the information for promotional, marketing, publicity, research and profiling purposes, including contacting the Entrant by email or phone. Entrants should direct request to opt out, access, update or correct their personal information to the Promoter. All entries become the sole property of Promoter upon submission to the Promotion.
27. When a Promotion involves submission of materials by Entrants including comments, recordings and images including but not limited to the Photo (**Material**) then when Entrants submit any Materials via the Promotion the Entrant, unless Promoter advises otherwise, licenses and grants to Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, communicate, publish and display such Materials for any purpose in any media, without compensation, restriction on use, attribution or liability. Entrants agree not to assert any moral rights in relation to such use. Entrants warrant that they have the full authority to grant these rights. Entrants agree that they are fully responsible for the Material they submit. Promoter shall not be liable in any way for such Material to the full extent permitted by law. Promoter may remove any Material without notice for any reason whatsoever. Entrants warrant and agree that: (a) they will not submit any Material that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication; (b) their Material shall not contain viruses or cause injury or harm to any person or entity; and (c) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems. Without limiting any other terms herein, the Entrant agrees to indemnify the Promoter for any breach of the above terms.
28. In the event that the Promotion is run through the Promoter's Facebook Page, Entrants acknowledge that the Promotion is not sponsored, endorsed, administered by, or associated with Facebook and Facebook has no liability to Entrants in relation to the Promotion. Entrants agree to fully release Facebook from any and all liability in relation to their participation in this Promotion. All information Entrants provide in connection with this Promotion is to the Promoter and not to Facebook.