

# TERMS & CONDITIONS OF FESTIVALE 2020 ROTUNDA PRIZE

## GENERAL

The promoter is: Festivale, PO Box 910, Launceston Tasmania 7250

## WHO CAN ENTER

1. Entry is open to all residents of Tasmania over the age of 18 except employees of Festivale, or any of this organisations family members or anyone else connected in any way with the competition or helping to set up the competition shall not be permitted to enter the competition.
2. There is no entry fee but there is a specific purchase necessary to enter this competition, which is the purchase of at least one Adult three day pass to Festivale 2020
3. Entrants must be available to redeem the prize on the specific day outlined.

## PRIZES ON OFFER

One Prize is on offer with a total prize value of \$1,570. The Prize consists of:

Exclusive use of the Rotunda in City Park on the evening of Saturday, 1st February 2020, including:

- Exclusive access to the Rotunda from 5pm to 11pm on the date for 12 ticket holding adults
- A selection of Tasmanian still and sparkling wine (10 bottles subject to RSA)
- 48 James Boag's Beer stubby's (subject to RSA)
- A voucher for \$600 for the winner to use for food/beverage at any stallholders, for the duration of their prize

The Prize must be redeemed on the specified date above - no date changes are allowed. If the prize winner is unable to take up the prize, another winner will be drawn by Festivale.

Tickets to the event are not included as part of the Prize

The Prize is not transferable to another person.

The Prize is not transferable for cash.

Any fines, penalties, payments or expenditures incurred whilst undertaking the prize will be the sole responsibility of the traveler/s. Festivale make no representation as to the safety, conditions or other issues that may exist at any destination.

## HOW TO ENTER

1. To enter, individuals need to purchase at least one Adult three day pass to Festivale 2020 between the dates of Thursday 12th September 2019 from 9am and 11:59pm Thursday October 31 2019 via [www.festivale.com.au](http://www.festivale.com.au)



2. Each Adult three day pass to Festivale 2020 purchased constitutes one entry.
3. Festivale reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions may 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.
4. If there is a dispute as to the identity of an entrant, Festivale reserves the right, in its sole discretion, to determine the identity of the entrant.

## **WHEN TO ENTER**

1. Entries for the competition opens on Thursday 12th September 2019 at 9am AEST.
2. Closing date for entries will be Thursday October 31 2019 at 11.59pm AEST. After this date no further entries to the competition will be permitted.
3. No responsibility can be accepted for entries not received for whatever reason.

## **JUDGING RESPONSES**

1. The prize winners will be decided using a random.org by Festivale. Judging will take place on Tuesday 5th November 2019 at Festivale's office, level 2, KPMG Building, 33 George Street, Launceston, Tasmania, 7250 at 4.00pm (AEST).
2. This is a game of chance. The Promoter's decision is final and no correspondence will be entered into. The Promoter may direct the judging panel to nominate additional suitable entries in case the original winning entry is deemed invalid or ineligible, or the prize winner cannot be contacted.
3. The prize winners will be notified by phone and email on Tuesday 5th November 2019.
4. If the prize cannot be used by the winner, then Festivale reserves the right to award the prize to the second drawn entry. In the event that the winner cannot accept the prize (for whatever reason) the prize will be forfeited by that winner and another winner will be drawn and so on until a valid winner is found who is able to accept the prize. The prize cannot be transferred to another person unless agreed by Festivale.

## **OTHER**

1. The successful winner should contact Festivale to make arrangements for collection of the prize. Phone: 03 6334 9990 Email: [info@festivale.com.au](mailto:info@festivale.com.au)
  2. Festivale reserves the right to cancel or amend the competition and these Terms and Conditions without notice in the event of a catastrophe, war, civil or military disturbance, act of God, any actual or anticipated breach of any applicable law or regulation and or any other event outside of the promoter's control. Any changes to the competition will be notified to entrants as soon as possible by the promoter.
  3. Festivale is not responsible for inaccurate prize details supplied to entrants by any third party connected with this competition.
  4. Festivale will provide the winner with all relevant prize details where possible, and on the terms that the winner collects their prize within outline collection time.
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5. Festivale's decision in respect of all matters to do with the competition will be final and no correspondence will be entered into.
6. By entering this competition, all entrants are indicating his/her agreement to be bound by these terms and conditions.
7. The competition and these terms and conditions will be governed by Australian law and any disputes will be subject to the exclusive jurisdiction of the courts of Australia.
8. The winner agrees to the use of his/her name and image in any publicity material. Any personal data relating to the winner or any other entrants will be used solely in accordance with current Australian data protection legislation and will not be disclosed to a third party without the entrant's prior consent.
9. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter or any other Social Network. You are providing your information to Festivale and not to any other party.
10. The winner is required to provide a list of people who will be joining them as part of the prize by the 15th January 2020.

#### **COPYRIGHT, STATUTORY GUARANTEES, WAIVER AND LIABILITY**

1. In consideration for Festivale to award the prize to the winner, the winner hereby permits the winner's submission, image and/or voice, as recorded, photographed or filmed during the winner's participation in the prize to appear in connection with Festivale advertising or marketing thereof, in any media whatsoever throughout the world and the winner will not be entitled to any fee for such use.
2. Each entrant hereby assigns all rights to Festivale concluding, title, interest in and to all copyright and all moral rights in any material created or otherwise submitted to Festivale in connection with that entrant's entry and or participation in any aspect of the prize. Each entrant warrants that Festivale is free to use this content; including modifying, adapting or publishing the entry and or participation, whether in original or modified form, in whole or in part or not at all, in addition to exercise its rights in relation thereto and neither the entrant nor any third party will be entitled to any fee for any such use over any channel anywhere in the world.
3. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders Festivale's ability to proceed with the competition on 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, Festivale may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to any directions given under State Regulation.

