

## Ultimate Festival Package Terms & Conditions (“Conditions of Entry”)

| <b>Schedule</b>            |   |
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|                            | Ultimate Festival Experience – Here Comes the Sun 2021  |
| <b>Promoter:</b>           | Macro Music Pty Ltd (ABN 88 154 399 185).   |
| <b>Promotional Period:</b> | 01/12/2020 – 10/12/2020 – Fresh Fruit Challenge #1<br>10/12/2020 – 20/12/2020 – Fresh Fruit Challenge #2  |
| <b>Eligible entrants:</b>  | To claim the prize, you and your friend must:<br>- be 18+<br>- Produce your valid photo ID proving your identity and that you are 18 years or older, at the festival and at The River Hotel.  |
| <b>How to Enter:</b>       | To enter the Promotion, the entrant must complete the following steps during the Promotional Period:<br><ol style="list-style-type: none"> <li>1. Tag a friend in either FB, Instagram or TikTok comments.</li> <li>2. Make and share a video of themselves completing the challenge via direct message on all three platforms or using the #HCTSFruitChallenge</li> </ol>  |
| <b>Entries permitted:</b>  | All entrants may enter as many times as they like so long as each entry is unique and submitted in accordance with these terms and conditions.  |
| <b>Prize Description:</b>  | Total prize pool is:<br>- 1 x 2 person 1bed spa room at The River Hotel<br>- 2x return bus tickets from Margaret River (The River Hotel) to Here Comes the Sun Festival.<br>- 2 x General Admission tickets to the Here Comes the Sun festival.   |
| <b>Winning Method:</b>     | Draw: the participant that completes the challenge with the highest result;<br><ul style="list-style-type: none"> <li>- Winners will be announced on Facebook and Instagram on 11.12.2020 – Fresh Fruit Challenge #1</li> <li>- Winners will be announced on Facebook and Instagram on 21.12.2020 – Fresh Fruit Challenge #2</li> </ul>   |
| <b>Prize Conditions:</b>   | <b>ACCOMMODATION:</b><br>The 3 nights accommodation is for Friday 1 <sup>st</sup> January, Saturday 2 <sup>nd</sup> January, Sunday 3 <sup>rd</sup> of January on the weekend of the festival.<br><ul style="list-style-type: none"> <li>- Your ID and your valid credit card or bank details must be left with the Hotel Reception. If any damage is caused to the hotel room or hotel by yourself or your friend, you will be liable for the cost incurred.</li> <li>- the accommodation dates and room are not transferrable, refundable, or redeemable for cash or accommodation at a later date.</li> <li>- the competition winner and their nominated companion are the only 2 people who can stay in the room and use the accommodation.</li> </ul> <b>Festival and Bus tickets:</b><br>You will receive all your tickets on arrival at the River Hotel at check in. These tickets are guest tickets and not available for sale or transferable. |

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|                             | <p>Only you and your nominated companion can utilise these tickets. Photo ID will be required for both boarding the bus transfer and entry to the festival site.</p> <p>By entering the competitions you understand that Macro Music reserves the right to use any material submitted for the competition for future promotional purposes.</p> |
| <b>Winner Notification:</b> | The winner will be contacted via Facebook or Instagram direct message. The winner may be notified publicly via all social media platforms or website.  |
| <b>Unclaimed Prizes:</b>    | Prizes must be claimed within one week of draw date. In the event of an unclaimed prize, the prize will be redrawn one week after draw date.   |

1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Valid and eligible entries will be accepted during the Promotional Period.
4. Employees (and the immediate family members) of the Participating Venues, agencies/companies directly associated with the conduct of this Promotion, the Promoter, its distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" means any of the following: spouse, exspouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, stepgrandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
5. Winning Draw: The draws take place on the dates set out in the ‘Winning Method’ above.
6. All reasonable attempts will be made to contact each winner.
7. If any winner chooses not to take their prize (or is unable to) or does not take or claim a prize by the time specified by the Promoter, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize.
8. The Promoter supports the responsible service of alcohol and encourages consumers to enjoy alcohol responsibly. Entrants will be refused service of alcohol or provision of an alcohol beverage if it would breach any laws, codes or policies including those of the relevant liquor licensee relating to the responsible service of alcohol. Legal aged consumers are advised to consider the safe drinking levels recommended in the National Health and Medical Research Council Australian Guidelines to Reduce Health Risks from Drinking Alcohol
9. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.

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10. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and/or specification, subject to any written directions of a regulatory authority.

11. No entry fee is charged by the Promoter to enter the Promotion. Where entry is allowed online, there is no additional cost to enter the Promotion other than any cost paid by the entrant to access the website or social media platform of entry via their Internet service provider.

12. Each prize will be awarded to the person named in the entry and any entry that is made on behalf of an entrant or by a third party will be invalid. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.

13. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's databases. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter are bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and their privacy policies which are located at <https://www.oztix.com.au/privacy/long.html>. The privacy policies contain information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collect personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. Personal information collected from entrants will not be disclosed to any entity located outside of Australia.

14. For the purposes of public statements and advertisements, the Promoter may only ‘tag’ the participant in social media posts without disclosing any further information.

15. It is a condition of accepting the prize that a winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize.

16. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third-party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.

17. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).

18. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of COVID-19, computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.

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19. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third-party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
20. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each entrant and no correspondence will be entered into.
21. The Promoter and its associated agencies and companies 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 or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
22. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
23. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regard to the tax implications relating to the prize or acceptance of the prize.
24. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.