

Come Together and Support Local with RAMS and My Cinema for your chance to WIN. Terms and Conditions of Participation

1. This promotion – “*Come Together and Support Local with RAMS and My Cinema for your chance to WIN*” (“Promotion”) is conducted by Independent Cinemas Australia Inc of P.O. Box 20, Eastwood, NSW 2122, ABN 14546264865 (“Promoter”) trading as My Cinema. SA Permit No. T20/770; NSW Permit No. TP/00012; ACT Permit No. TP 20/00880.1
2. Information on how to enter the Promotion and the prizes form part of these Terms and Conditions.
3. Entry into this Promotion is deemed to be acceptance of these Terms and Conditions.
4. Entry is open to members of the public who are residents of Australia and who purchase a ticket to see the movie “RAMS” at participating independent cinema locations listed on the www.mycinema.com.au RAMS promotional page, complete an Entry Form and lodge the Entry Form at their participating cinema between the opening and closing dates of the Promotion. Entry is not open to employees (and the immediate family of such employees) of the Promoter, participating independent cinemas and the affiliates of all such parties. An immediate family member means any of the following: spouse, ex-spouse, de-facto spouse, child or stepchild, parent, stepparent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother, stepsister or first cousin.
5. Entries not completed correctly will not be eligible to enter the Promotion.
6. In order to be eligible, all entries must be lodged by 6pm AEDT on Monday 7 December 2020
7. In order to be eligible, parent or guardian details and consent must be included on any Entry Form submitted by a person under 18 years old and that parent or guardian must be able to accept the prize on behalf of the under-age person.
8. Directors, management, and employees (and their immediate families) of the Promoter, participating cinemas, and companies associated with this Promotion including prize suppliers are ineligible to enter the Promotion.
9. The Promotion commences at 12:01am AEST on Friday 21 August 2020 and final entries close at 6pm AEDT on Monday 7 December 2020 (the “Promotional Period”). To be a valid entry, all the necessary information must be included with an entry and the entry must be received by the Promoter during the applicable Promotional Period explained above. The movie ‘RAMS’ may not be showing at every participating cinema during the entire Promotional Period.
10. The Major Prize draw will take place at the registered office of the Promoter on Wednesday 16 December 2020 at midday and the winner notified the same day, winners name and the name of their participating cinema will be announced in writing on the website www.mycinema.com.au on 16 December 2020 and the Promoter will telephone the winner at the contact number and advise the winner in writing on the My Cinema website and at the winner’s email address provided on the winning Entry Form (or in writing at the postal address if no email is provided). The name of the winner will remain on the website www.mycinema.com.au for as long as is required by law in each state that the promotion is conducted.

Prize

11. The Promotion prizes consist of one national Major Prize valued up to \$15,000 to be drawn at the registered office of the Promoter in Sydney.

12. The Major Prize [persons under the age of 18 must be accompanied by parent/guardian] maximum value AUD\$15,000, Individual supplier terms and conditions apply.

Prize Package for 2 people includes:

- Return economy flights from winners nearest regional/capital city airport to major Australian capital city airport (Sydney, Adelaide, Melbourne, Brisbane) of chosen destination*
- 8 days self-drive car hire
- 1-night shared hotel accommodation, min 4-star, capital city (Sydney, Adelaide, Melbourne, Brisbane)
- 6 nights shared hotel accommodation, min 4-star, chosen destination*
- Car/petrol allowance & parking overnight in capital city of chosen destination*
- 2 x day experience / outing / tour at chosen destination*
- 2 x evening experience / outing / tour at chosen destination*
- Travel insurance

Destinations for the winner to choose from*:

South Coast NSW
Mid North Coast NSW
Kangaroo Island SA
Gippsland Region VIC
Sunshine Coast QLD

i. Terms and Conditions of Major Prize:

The Major Prize must be taken by 16 December 2021 and booking must be confirmed within two months of winner notification. All elements are subject to availability at time of booking. All prize inclusions are subject to availability during winners' choices of travel dates. If a particular element is unavailable, then a replacement to the same value will be provided. Not to be taken over Australian Public or National holiday periods. Not valid between 14 December 2020 to 14 January 2021.

- I. The prize sponsor is Roadshow Films Pty Ltd (ABN 28 100 746 870) of 1 Garden Street, South Yarra VIC 3141, Australia ("Sponsor")
- II. The Major Prize must be booked by 17 January 2021 unless won in the unclaimed prize draw. If COVID-19 restrictions prevent the prize being redeemed by the winner at any of the destination options by the close of the redemption date 16 December 2021 the prize sponsor will work with the winner to make all possible alternative arrangements. In the event of change to confirmed travel dates as a direct or indirect result of the COVID-19 (Coronavirus) then all individual supplier terms and conditions will apply.
- III. Winner and his/her guest are solely responsible for all costs associated with a travel prize which are not expressly listed in the Prize Details, including additional spending money, additional transfer costs, meals, taxes, insurance, luggage costs and all other ancillary costs, are the responsibility of the winner.
- IV. Prize is based on 2 people sharing a room.
- V. All prize inclusions (flights, accommodation, experiences, transfers, etc) are subject to booking and availability and any terms and conditions imposed by the relevant providers during winners' choices of travel dates. If a particular element is unavailable, then a replacement activity of the promoter's choice will be provided. Not to be taken over Australian Public or National holiday periods. Not valid between 14 December 2020 to 14 January 2021.
- VI. The Major Prize must be taken as stated and no compensation will be payable if the Major Prize Winner is unable to use the prize as stated. The prize is not transferable to another person (unless agreed by the Promoter) or exchangeable for other goods and services and cannot be redeemed as cash. Any element of the Major Prize that is unused will be forfeited and no compensation will be paid in lieu of that element of the Major Prize.

- VII. The itinerary is to be determined by the prize suppliers in agreement with the Major Prize Winner subject to any travel blackout dates and availability at the Hotel but in the event that agreement cannot be reached, the prize suppliers reserves the right to determine the itinerary.
- VIII. Winner will be required to produce credit card upon check in to hotel for incidentals. This is mandatory.
- IX. It is the Major Prize Winner's, and their travel partner's, personal responsibility to ensure that they have valid documentation, including but not limited to valid identification. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be the sole responsibility of the Major Prize Winner, and their travel partner.
- X. The Major Prize Winner and their travel partner must depart from and return to the same departure point and travel together.
- XI. Frequent flyer points will not form part of the Major Prize.
- XII. Flights: Flights are economy class and may be indirect. The airline's Conditions of Carriage apply to all flights. The Winner and travelling companions must travel at the same time and are responsible for transport from their residence to their nearest Capital City Airport in Australia.
- XIII. Airline, flight route and dates of travel are subject to the promoter's absolute and final decision.
- XIV. The Promoter and the prize suppliers make no representation as to the safety conditions or any other conditions that may exist at any destination.
- XV. Car hire driver must be over 21 years of age with full clean licence. If winner or guest unable to drive, then a \$640 travel allowance will be provided to winner via EFT. Prize does not include GPS Navigation.
- XVI. As a condition of accepting the Major Prize, Major Prize Winner, and their travel partner, must sign any legal documentation as and in the form required by the Promoter, prize supplier/s or organisers.
- XVII.** Travel insurance is valid for passengers under 85 years of age and without pre-existing conditions: **PRE-EXISTING CONDITION** means: in respect of Injury: a condition with which the Insured Person was aware of (whether diagnosed or not) or has sought treatment prior to the Insured Travel covered under this Policy. 2. in respect of Sickness: i. a condition or side effect with which the Insured Person was aware of (whether diagnosed or not) or has sought treatment prior to the Insured Travel covered under this Policy. If any form of cancer is a Pre-Existing Condition, then there is no cover for cancer or cancer-related conditions. ii. a condition caused by a Pre-Existing Condition, that is, any medical condition that You have suffered from or been treated for, irrespective of whether a complete recovery has occurred. In the event of not qualifying for the included travel insurance, the winner will be required to obtain their own travel insurance policy. **COVID-19 is NOT COVERED.**
- XVIII. The Promoter (and prize provider) is not responsible for the cancellation, delay or rescheduling of any part of a travel Prize and any resulting costs incurred by the winner or any travelling companion(s) (including accommodation costs) will be the responsibility of the winner and/or travelling companion(s) (as relevant).
- XIX. The winner is responsible for ensuring that they and any travelling companion(s) are fit to travel and have received appropriate health checks prior to taking the Prize. If a Prize includes participation by a winner's companion, the companion must comply with any additional requirements or conditions specified by the Promoter, e.g. age restrictions, etc.
- XX. Any alterations or extensions to confirmed Prize Details must be approved in advance by the Promoter (at its sole discretion) and will be at the expense of the winner and/or travelling companion(s) (as relevant). Any changes to the itinerary requested by the winner the winner will be responsible for all costs associated and subject to a \$250 excluding GST administration fee.
- XXI. Winner will be required to provide bank details for EFT Transfer.
- j. One traveller must be over 18 years of age. If the winner is under 18 years of age, then guest must be his/her guardian.
13. One entry will be drawn at each participating cinema to be sent by registered post to the Sydney office of the Promoter to go in the draw for the Major Prize.
14. The Major Prize will be drawn by an independent person and the draw will take place at the registered office of the Promoter, 310 Rowe Street, Eastwood NSW 2122, at midday on Wednesday 16 December 2020. The

winners name and the name of their participating cinema will be announced in writing on the website www.mycinema.com.au on that date and the Promoter will telephone the winner at the contact number and advise the winner in writing at the email address provided on the winning Entry Form (or in writing at the postal address if no email is provided).

15. The Major Prize will only go to a valid Entry Form. The Promoter's decision is final and not subject to further correspondence.

16. Airline tickets are non-transferable (i.e. no name changes allowed). Once tickets are issued, they are non-transferable. Any alterations to confirmed flights and/or accommodation details will be at the expense of the winner. Unless otherwise specified, the winner and any travelling companion(s) must depart and return at the same time using the same air carrier.

17. If any prize is unavailable, the Promoter, in its absolute discretion, reserves the right to substitute that prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority. Neither the Promoter nor the prize suppliers accept any other liability or responsibility for any loss.

18. It is possible that tax implications may arise for prize winners from the prizes in this Promotion. Each prize winner is advised to seek independent financial advice before accepting their prize. The airline tickets and components of the Major Prize are subject to the terms and conditions included on those tickets and passes and once provided to the prize winner they are solely responsible to abide by those terms and conditions and to look after the tickets and passes which will not be replaced if lost, damaged or stolen.

19. Failure by the Promoter to enforce any of its rights under these terms and conditions or under law at any stage does not constitute a waiver of those rights.

20. All entries become the property of the Promoter and the Promoter is not responsible if any entries are not received by the Promoter for any reason. Entries will be deemed invalid if incomplete, indecipherable, illegible, stolen, forged, or mutilated in any way.

21. If any of the prize winners cannot be contacted or do not claim the prizes by 10.00am (AEDT) on Wednesday 17 February 2021, the Promoter reserves the right to conduct such further draws at the head office of the Promoter as may be deemed necessary to distribute the prizes and avoid the relevant date passing. If required, a redraw of the Major Prize will take place at 12.00pm (AEDT) on Wednesday 17 February 2021, the winner/s name will be published in writing online at www.mycinema.com.au on the same day 17 February 2021 and the Promoter will contact the winner in writing at the details provided on the Entry Form. The name of the winner/s will remain on the website www.mycinema.com.au for as long as is required by law in each state that the promotion is conducted.

22. If for any reason the conduct or operation of the Promotion is interfered with or disrupted in any way (including by vandalism, power failures, natural disasters, acts of God, civil unrest, strikes, computer bugs or viruses, tampering or technical failures), the Promoter reserves the right to cancel, terminate, modify or suspend or recommence the Promotion, subject to the approval of the authorities that have issued permits for its conduct.

23. The Promoter assumes no responsibility for: (i) any error, omission, interruption, or delay in the operation or transmission of any communication including any communication sent to (or by) the Promoter or any entrant whether caused by problems with communication networks or lines, computer systems, software or internet service providers, or otherwise, (ii) any theft, destruction or unauthorised access to, or alteration of such communications; (iii) any problem with, or technical malfunction of, any computer system or other equipment

used for the conduct of the Promotion; (iv) any incorrect or incomplete information which may be communicated in the course of the administering this Promotion (whether as a result of one of the foregoing causes or otherwise).

24. Nothing in these Terms and Conditions limit, exclude or modify 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 Competition and Consumer Act or similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, each of the Promoter and the prize suppliers (including each respective officer, employee and agent) exclude 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.

25. The Promoter assumes no responsibility for, and the entrant releases the Promoter from responsibility for, any failure to receive an entry or for inaccurate information or for any loss, claim, damage or injury to person or property (including computer systems and servers) as a result of the entrant's participation in this promotion or the conduct of the promotion generally or as a direct or indirect result of an entrant's error, any technical problem of any kind including communications or network failure, unauthorised access to, transferring or theft of data, whether caused by the entrant or associated with the equipment or programming used in the conduct of this promotion. If, because of any such problem, this promotion is not able to be conducted as planned and/or the promotion's administration, security, fairness or integrity are compromised or affected, the Promoter may (where necessary with the approval of the relevant Department) cancel, terminate, modify or suspend the promotion and/or disqualify any entrant involved in interfering or tampering with the conduct of this promotion in any way.

26. Details from all entries will be collected and used for the purposes of conducting this promotion (which may include disclosure to third parties, including the prize suppliers, for the purpose of processing and conducting the promotion and providing the prize) and for publicity purposes surrounding this promotion. By entering this promotion entrants consent to the use of their information as described.

27. Unless otherwise indicated by the participant on the Entry Form, details from entries will be included in the relevant participating cinemas email list and the My Cinema database to enable the entrant to receive information about further promotions and movie news.