

**See AVATAR: THE WAY OF WATER with My Cinema for your chance to WIN a family trip to New Zealand.**

### **Terms and Conditions of Participation**

1. This promotion – “See AVATAR: THE WAY OF WATER with My Cinema for your chance to WIN a family trip to New Zealand” (“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. T22/1741; NSW Permit No. TP/00012; ACT Permit No. TP 22/02111
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 “AVATAR: THE WAY OF WATER” at participating independent cinema locations listed on the [www.mycinema.com.au](http://www.mycinema.com.au) AVATAR: THE WAY OF WATER promotional page, complete the Online Entry Form and submit 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. To be eligible, all entries must be lodged by 6pm AEDT on Wednesday 25 January 2023. Multiple entries permitted subject to the following:
  - a) limit one (1) entry permitted per Qualifying Purchase (e.g., if four (4) Participating Tickets are purchased in a single transaction, an entrant may submit four (4) separate entries for that transaction).
  - b) maximum of four (4) entries permitted per day.
  - c) each entry must be submitted separately and in accordance with the entry requirements.
7. 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 AEDT on Wednesday 14 December 2022 and final entries close at 6pm AEDT on Wednesday 25 January 2023 (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 ‘AVATAR: THE WAY OF WATER’ may not be showing at every participating cinema during the entire Promotional Period.
10. One Minor Prize will be drawn on behalf of the Promoter at the head office for each participating cinema (see [www.mycinema.com.au](http://www.mycinema.com.au) AVATAR: THE WAY OF WATER promotional page for participating cinemas and addresses) on Friday 27 January 2023 starting with ACT cinemas 9am to 10am. Minor Prize winners will be notified by Wednesday 1 February 2023. The Minor Prize winners will also have the chance to win the major prize.
11. The Major Prize draw will take place at the registered office of the Promoter on Wednesday 1 February 2023 at midday (AEDT) 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](http://www.mycinema.com.au) on 1 February 2023 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](http://www.mycinema.com.au) for as long as is required by law in each state that the promotion is conducted.

#### Prizes

12. The Promotion prizes consist of one national Major Prize valued at approximately AUD \$13,000 to be drawn at the registered office of the Promoter in Sydney and 73 Minor Prizes each valued at \$54.80 RRP each (total value \$4,000.40) to be drawn one each at the office of each of the participating cinema locations throughout Australia.

Minor prize AVATAR: THE WAY OF WATER Merchandise pack valued at \$54.80 RRP each including a sticker sheet, Eco Tote Bag, Character Key Chain and Stainless-Steel Drink Bottle

The ACT has two participating cinemas (Dendy Cinemas Canberra and Limelight Cinemas Tuggeranong) and the ACT total possible prize pool is \$13,109.60.

13. The Major Prize [persons under the age of 18 must be accompanied by parent/guardian] valued at approximately AUD\$13,000, Any difference between the stated approximate value and the actual value of the prize will not be awarded; note further individual supplier terms and conditions may apply.

Prize Package is for 2 adults OR 2 adults x 2 Children (under 16 years) includes:

- Roundtrip economy flights (inclusive of all applicable airport taxes, fees, and duties) from select major international airports in Australia to Auckland Airport, New Zealand. Flights may be indirect and not all routings will be available, flight itinerary will be determined by prize provider at their sole discretion.
- Rental Car: For 7 days, to be picked up / dropped off at Auckland Airport, New Zealand, incl. GPS hire.
- Accommodations for six nights in total, comprising of 3 nights in one double occupancy room for two adults OR two interconnected double occupancy rooms for two adults and two children under 16, depending on the package, in an eco boutique hotel in Auckland and 3 nights for up to 2 adults OR 2 adults and 2 children under 16 years old, depending on the package, in a private lakeside cabin in Lake Taupo, New Zealand. Accommodation will be selected by Element London Ltd at their sole discretion.
- Waitomo Caves, Te Puia Geothermal Park and Rotorua Guided Tour from Auckland: (Full day) Includes roundtrip transfers from Auckland, tour guide, lunch, all entrance fees
- Whangarei Falls and Bay of Islands Tour from Auckland: (Full day) Includes roundtrip transfers from Auckland, visit to Whangarei Falls and guided boat tour of Bay of Islands
- Private Archery Lesson: (1 hour) Includes instructor and all equipment
- Eco Sailing Adventure on Lake Taupo: (2.5 hours) Includes sailing excursion to Māori Rock Carvings on Lake Taupo in New Zealand's only commercial electric yacht

#### Terms and Conditions of Major Prize:

The Major Prize must be taken by 1 February 2024 and booking must be confirmed within two months of winner notification. All elements are subject to availability at time of booking. Prize cannot be taken over the months of December and January, including Christmas, New Year or Public Holidays in New Zealand or Australia.

- I. The Major Prize must be booked by 1 April 2023 unless won in the unclaimed prize draw.
- II. Unless expressly stated all other costs and expenses associated with taking the Major Prize are not included and become the responsibility of the Major Prize Winner, and their travel partners, including:
  - III. additional taxes;
  - IV. transfers (not specified);
  - V. travel insurance (not specified);
  - VI. spending money;
  - VII. meals (not specified);
  - VIII. any extra sightseeing, activities or excursions;

- IX. personal expenses;
- X. telephone calls;
- XI. any additional accommodation; and
- XII. all other incidental, gratuities and ancillary costs, incurred by the Major Prize Winner, and/or their travel partners, as a direct or indirect result of taking the Major Prize that are not otherwise stated as included in the Major Prize.
- XIII. The Major Prize is subject to availability at time of booking. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State Regulation. There is no cash alternative. All elements are subject to availability at time of booking. Prize cannot be taken over the months of December and January, including Christmas, New Year or Public Holidays in the prize package destination or the country of departure;
- XIV. 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.
- XV. 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 reserve the right to determine the itinerary.
- XVI. A credit card imprint or cash deposit is required from the Major Prize Winner, and/or travel partner, at check-in to hotels for all incidental charges. At least one Recipient must possess and travel with a valid credit card.
- XVII. 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.
- XVIII. The Major Prize Winner and their travel partner and children must depart from and return to the same departure point and travel together.
- XIX. Frequent flyer points will not form part of the Major Prize.
- XX. Flight schedules and accommodation arrangements are subject to change without notice. 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. These conditions apply for all flights.
- XXI. Airline, flight route and dates of travel are subject to the promoter's absolute and final decision.
- XXII. The Promoter and the prize suppliers make no representation as to the safety conditions or any other conditions that may exist at any destination.
- XXIII. 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.
- XXIV. Winner must be 18 years and over or have the consent of their parent or guardian to enter this Promotion and be accompanied by at least one adult aged 21 years or over when travelling.
- XXV. The trip must include a Saturday night stay;
- XXVI. Prize is valid for 12 months from the date of notification and all travel must be completed within that time;
- XXVII. Winners must contact prize provider with three preferred travel dates in three separate months no later than six weeks prior to departure;
- XXVIII. All recipients must be in a possession of a valid passport for the duration of the trip. Non-European Union passport holders may be required to have passport validity for six months beyond the duration of the trip. All recipients are responsible for obtaining any other documentation required for travel to and entry to the prize package destination; All travellers will require a passport valid for at least 6 months on date of travel
- XXIX. Any necessary visas or insurance are the sole responsibility of the winner and guests
- XXX. For car rental, the named driver must be aged 21 or over, with a full clean driving license, any drivers aged 25 or under, or with less than three years' driving experience, may need to pay a supplementary cost for car

rental, a valid credit card in the name of the named driver will be required for security deposit purposes when renting the car

- XXXI. For the archery lesson, children must be accompanied by a supervising adult at all times
- XXXII. For the sailing tour, children under the age of 18 must be accompanied by an adult at all times
- XXXIII. All tours and experiences will be conducted in English
- XXXIV. Nothing in this travel package authorizes any person to use the Walt Disney Company's and its affiliated companies (collectively, "Disney") name, brand, intellectual property, characters or reputation in conjunction with this travel package or any prize promotions whatsoever and that a valid promotional agreement with Disney is a precondition for use of this prize package in association with Disney's name or Disney-owned intellectual property;
- XXXV. The Walt Disney Company, and each of its respective parent, affiliates, and subsidiaries are not responsible for the promotion, administration or execution of the travel package, competition, contest or sweepstakes; The Walt Disney Company is not a "sponsor," "administrator" or "prize provider." The Walt Disney Company and each of its parent, related, affiliated and subsidiary entities and their respective officers, directors, agents, employees and assigns shall be released and discharged from any and all legal claims, losses, injuries, illnesses, demands, damages, actions, and/or causes of actions that arise out of and/or are in any way related to the prize travel package, the receipt, use and/or enjoyment of the prize travel package, or prize-related activity including, without limitation, travel, the promotion, the competition, the contest or the sweepstakes;
- XXXVI. The prize recipients and their guests are solely responsible, at their own cost, for staying updated on and complying with any of the latest COVID-19 restrictions.

14. The Minor Prizes comprise 73 AVATAR: THE WAY OF WATER Merchandise packs valued at \$54.80 RRP each including a sticker sheet, Eco Tote Bag, Character Key Chain and Stainless-Steel Drink Bottle.

15. One entry will be drawn by the promoter at each participating cinema to win a Minor Prize. The Minor Prize winners will be notified in writing by email and contacted by phone within seven days of being determined.

16. All entries including Minor Prize winners will go in the draw for the Major Prize.

17. The Major Prize will be drawn by random number generator in the presence of an independent person and the draw will take place at the registered office of the Promoter, 310 Rowe Street, Eastwood NSW 2122, at midday (AEDT) on Wednesday 1 February 2023. The winners name and the name of their participating cinema will be announced in writing on the website [www.mycinema.com.au](http://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.

18. The Minor Prizes, and Major Prize will only go to a valid Online Entry Form Entry and provided Proof of Purchase A cinema ticket or photo of cinema ticket for AVATAR: THE WAY OF WATER at a participating cinema in the promotional period. The Promoter's decision is final and not subject to further correspondence.

19. All prizes are to be taken as offered, are non-refundable, non-transferable (i.e., no name changes allowed) and cannot be exchanged or redeemed for cash. Once tickets are issued, they are non-endorsable and non-transferable. Any alterations to confirmed flights and/or accommodation and/or scheduling arrangements will be at the expense of the winner and their travelling companions. Winner and guests travel at own risk and all components of the Prize must be fulfilled at the same time, and they cannot be split across different time periods.

20. 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.

21. 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.
22. 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.
23. 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, or forged in any way.
24. If any of the prize winners cannot be contacted or do not claim the prizes by 10.00am (AEST) on Wednesday 1 April 2023, 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 and any unclaimed Minor Prizes will take place at 12.00pm (AEST) on Wednesday 1 May 2023, the winner/s name will be published in writing online at [www.mycinema.com.au](http://www.mycinema.com.au) on the same day 1 May 2023 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](http://www.mycinema.com.au) for as long as is required by law in each state that the promotion is conducted.
25. 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.
26. 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).
27. 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.
28. 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.

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