

# **See *Encanto with My Cinema* for your chance to win a \$7,000 cash card to celebrate your gifts Terms and Conditions of Participation**

1. This promotion – “*See Encanto with My Cinema for your chance to win a \$7,000 cash card to celebrate your gifts and My Cinema*” (“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. T21/1622; NSW Permit No. TP/00012; ACT Permit No. TP 21\_01798
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 “ENCANTO” from 28 November 2021 at participating independent cinema locations listed on the website [www.mycinema.com.au](http://www.mycinema.com.au), 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, or the Sponsor of 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 12 January 2022. 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 given 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, Sponsor, 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 Sunday 28 November 2021 and final entries close at 6pm AEST on Wednesday 12 January 2022 (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. ‘ENCANTO’ may not be showing at every participating cinema during the entire Promotional Period.
10. One Minor Prize will be drawn for each participating cinema by the Promoter using a random number generator (see [www.mycinema.com.au](http://www.mycinema.com.au) for participating cinemas and addresses) on Thursday 13 January 2022. The Minor Prize winners will also have the chance to win the major and runner up prizes.
11. The Major and Runner Up Prize draw will take place at the registered office of the Promoter on Wednesday 19 January 2022 at midday and 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 on the My Cinema website and at the winner's email address provided on the winning Entry Form. 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 Cash Prize \$7,000 and one Runner Up Prize paid by digital cash cards (or physical cash cards if requested by winner) to be drawn at the registered office of the Promoter in Sydney and up to 90 Minor Prizes ENCANTO Merchandise Pack each valued at \$59.80 RRP (total value \$5,382) to be drawn for each of the participating cinema locations throughout Australia.

#### **j. Terms and Conditions of Major and Runner Up Prizes:**

- I. Unless expressly stated all other costs and expenses associated with taking the Major and Runner Up Prizes are not included and become the responsibility of the Major and Runner Up Prize Winner, including additional taxes.
- II. all other incidental and ancillary costs incurred by the Major and Runner Up Prize Winner as a direct or indirect result of taking the Major or Runner Up Prize that are not otherwise stated as included in the Major Prize and Runner Up Prize.
- III. The \$7,000 major prize and \$2,000 runner up prize will be payable to the Winner in Australian Dollars, with a digital cash card (or physical cash card if requested by winner).
- IV. Winner must be 18 years and over or have the consent of their parent or guardian to enter this Promotion.

14. The Minor Prizes consists of 90 sets of ENCANTO Merchandise each valued at \$59.80 RRP.

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 or phone within three days of being determined.

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

17. The Major and Runner Up Prizes 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 on Wednesday 19 January 2022. 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, Runner Up Prize, 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 ENCANTO 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).

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.

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 or forged in any way.

24. If any of the prize winners cannot be contacted or do not claim the prizes by 10.00am (AEDT) on Wednesday 20 April 2022, 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, Runner Up Prize and any unclaimed Minor Prizes will take place at 12.00pm (AEDT) on Wednesday 20 April 2022, the winner/s name will be published in writing online at [www.mycinema.com.au](http://www.mycinema.com.au) on the same day 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 Sponsor (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.

30. The Walt Disney Company, and each of their respective parents, affiliates, and subsidiaries are not responsible for the promotion, administration or execution of this Promotion.