

## **Win a family holiday to Hamilton Island valued up to \$10,000 with My Cinema & ANGRY BIRDS 2**

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

1. This promotion “Win a holiday to Hamilton Island for 4 people with My Cinema & ANGRY BIRDS 2” (“Promotion”) is conducted by Independent Cinema Association of Australia Inc of P.O. Box 20, Eastwood, NSW 2122, ABN 14546264865 (“Promoter”) trading as My Cinema. Authorised under SA Permit No. T19/1189; NSW Permit No. LTPS /19/36382; ACT Permit No. TP 19/03789
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 “ANGRY BIRDS 2” at participating independent cinema locations listed on the website [www.mycinema.com.au](http://www.mycinema.com.au), complete a printed Entry Form and lodge the printed Entry Form at their participating cinema between the 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, step-brother, step-sister 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 Wednesday 23 October 2019.
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, 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 AEST on Wednesday 11 September 2019 and final entries close at 6pm AEDT on Wednesday 23 October 2019 (the “Promotional Period”). To be a valid entry, all of 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 ‘ANGRY BIRDS 2’ 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 of each participating cinema (see [www.mycinema.com.au](http://www.mycinema.com.au) for participating cinemas and addresses) on Thursday 24 October 2019. 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 30 October 2019 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 (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 approx. (pending time of booking) \$10,000 ex GST to be drawn at the registered office of the Promoter in Sydney and 66 merchandise pack Minor Prizes each valued at \$100 inc. GST (total value \$6,600) to be drawn one each at the head office of each of the participating cinema locations throughout Australia.

ANGRY BIRDS 2 minor prize packs contain:

- 1 x HATCHLING FLUFFY PEN
- 1 x SNAP BACK CAP
- 1 x SPORTS BOTTLE
- 1 x THERMAL LUNCH BAG
- 1 x DIE CUT NOTEBOOK
- 1 x ACTIVITY SET

13. The Major Prize for four [persons under the age of 18 must be accompanied by parent/guardian] valued at approximately AUD\$10,000 ex GST comprises the following, note further individual supplier terms and conditions may apply.

Major Prize includes:

- Return Economy Flights from winners nearest capital city to Hamilton Island valued up to maximum \$4,800
- Return Airport / Hotel Transfers Hamilton Island included
- 5 Nights 4-star hotel accommodation, based on 4 people sharing a room, Hamilton Island valued at \$3,000
- 5-day buggy hire\* valued at \$540
- Art Class (from 6 years of age) valued at \$320
- Whitehaven Beach Sail & Swim adventure valued at \$1,100. (Whitehaven full day cruise not suitable for children under 3 years of age).
- Admission to WILDLIFE Hamilton Island and bird encounter photo valued at \$240 (sent to winner by EFT\*\*). The WILDLIFE bird encounter photo could be a snake, reptile or bird, dependent on the animals on the day.

\* For buggy hire driver must be over 21 years of age and hold a current driver's licence. A passenger less than six months old must be restrained in a rearward facing infant restraint, located in the front seat and secured to an engineered anchor point and fitted seatbelt. A passenger at least six months old, but less than four years old must be restrained in an approved forward-facing child restraint and secured to an engineered anchor point and fitted seat belt. Children are not permitted to travel on the lap of another passenger. A passenger at least four years old, but less than seven years old must be restrained in an approved forward-facing child restraint or by a seatbelt. A passenger four years old and above must not occupy the front passenger seating position if there is another passenger who is less than four years old. Child restraints for buggies not included and will need to be purchased on arrival if applicable.

\* Winner will be required to provide their bank account details including name, account number and BSB for the EFT transfer.

i. Terms and Conditions of Major Prize:

- I. The prize sponsor is Sony Pictures Releasing PTY Limited (ABN 28 000 030 115) of Level 26, 1 Market St, Sydney NSW 2000, Australia ("Sponsor")
- II. This point irrelevant as covered in point below.
- III. Travel must be completed within 12 months of winner notification of prize. The Major Prize must be taken by 30 October 2020 and Dates of travel must be confirmed within 45 days of notification of winning prize.
- IV. The Major Prize must be booked by 14 December 2019 unless won in the unclaimed prize draw.
- V. Package is based on 4 people sharing a room.
- VI. 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. All components of the Prize must be fulfilled at the same time and they cannot be split across different time periods.

- VII. All prize inclusions are subject to availability during winners choices of travel dates. If an element is unavailable, then a replacement to the same value will be provided.
- VIII. Not to be taken over Australian Public or National holiday periods. Not valid between 14 December 2019 to 14 January 2020.
- IX. Winner will be required to produce credit card upon check in to hotel for incidentals. This is mandatory.
- X. Winner and his/her guests are solely responsible for all other meals and expenses not specifically set forth herein.
- XI. One winner must be over 18 years of age. If the winner is under 18 years of age, then guest must be his/her guardian.
- XII. Tickets are non-transferable (i.e. no name changes allowed). Once tickets are issued, they are non-endorseable 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. All components of the Prize must be fulfilled at the same time and they cannot be split across different time periods.
- XIII. Individual supplier terms and conditions apply.
- XIV. 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.
- XV. Airline, flight route and dates of travel are subject to the promoter's absolute and final decision.
- XVI. Any changes to the prize package made by the winner will be subject to a \$250 excluding GST administration fee.
- XVII. 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 guests, including:
- vaccinations;
  - taxes;
  - transfers from winner's place of resident in Australia to nearest capital city airport;
  - insurance;
  - spending money;
  - transfers (Unless otherwise stated, winner and guest/s are to make their own way to and from all prize inclusions);
  - meals winner and his/her guests are solely responsible for all other meals and expenses not specifically set forth herein;
  - any extra sightseeing or activities (not specified);
  - items of a personal nature;
  - in-room charges;
  - any additional accommodation; and
  - all other incidental and ancillary costs, incurred by the Major Prize Winner, and/or their travel guests, as a direct or indirect result of taking the Major Prize that are not otherwise stated as included in the Major Prize.
- XVIII. 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.
- XIX. It is the Major Prize Winner's, and their travel guests', 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 guests.
- XX. The Major Prize Winner and their travel guests and/or children must depart from and return to the same departure point and travel together.
- XXI. Frequent flyer points will not form part of the Major Prize.
- XXII. Airline, flight route and dates of travel are subject to the promoter's absolute and final decision.
- XXIII. The Promoter makes no representation as to the safety conditions or any other conditions that may exist at any destination.
- XXIV. As a condition of accepting the Major Prize, Major Prize Winner, and their travel guests, must sign any legal documentation as and in the form required by the Promoter, Sponsor or organisers.

14. The Minor Prizes comprise 66 ANGRY BIRDS 2 packs valued at \$100 each including GST.

15. One entry will be drawn at the head office of each participating cinema to win a Minor Prize. The Minor Prize winners will be notified in writing by email within three days of being determined (or in writing at their postal address if no email is provided).
16. One entry will be drawn at each participating cinema to be sent to the Sydney office of the Promoter to go in the draw for the Major Prize.
17. 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 (AEDT) on Wednesday 30 October 2019. 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 (or in writing at the postal address if no email is provided).
18. The Minor Prizes and Major Prize will only go to a valid Entry Form. 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. 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 Sponsor accepts 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, illegible, stolen, forged or mutilated 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 29 January 2020, 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 (AEDT) on Wednesday 29 January 2020, 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. 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.