

ST. JEROME'S LANEWAY FESTIVAL 2018

Best Of 2017 - Competition Terms + Conditions

1. **How to Enter:** entry to the Laneway Festival promotion (**Promotion**) is open to Australian residents who meet the minimum age requirements in **Eligible Entrants** and is subject to these Terms and Conditions (**T&Cs**). To enter to win a Laneway Festival prize pack, entrants must:

- Locate the original St. Jerome's Laneway Festival Facebook or Instagram post launching the **Best Of Competition**.
- Comment on the post during the Promotion Period with:
 - the name of your favourite album;
 - 25 words or less why the album **blew your mind**; and
 - the city of the Laneway Festival you would attend if you win:

DATE	CITY	LOCATION	
Friday 2 February	ADELAIDE	Harts Mill, Port Adelaide	(16+)
Saturday 3 February	MELBOURNE	Footscray Community Arts Centre	(18+)
Sunday 4 February	SYDNEY	Sydney College of the Arts (SCA), Rozelle	(18+)
Saturday 10 February	BRISBANE	Brisbane Showground, Bowen Hills	(16+)
Sunday 11 February	FREMANTLE	Esplanade Park and West End	(18+)

You must have your Facebook or Instagram post set to PUBLIC (not *Friends Only* or *Only Me*) so Promoter can validate the entry.

2. **Acceptance of T&Cs:** these T&Cs together with all other information and instructions provided prior to entering the Promotion, form part of the rules of entering the Promotion and participation in the Promotion is deemed acceptance of the T&Cs.

3. **Eligible Entrants:** no purchase is necessary to enter or participate in the promotion. Entry is open to residents of Australia who have a valid Facebook or Instagram account and who are aged:

- (a) 18 years and over (as at 2 February 2018) for the Sydney, Melbourne and Fremantle events; and
- (b) 16 years and over (as at 2 February 2018) for the Brisbane and Adelaide events.

Persons and their immediate families in the following categories are not eligible to enter the Promotion: (i) Promoter's employees; (ii) Promoter's contractors; (iii) personnel involved in the promotion and production of Promoter's tours; and (iv) staff associated with companies donating prizes in this Promotion.

4. **Duration of Promotion:** Promotion commences at 9:00am AEDT on **Wednesday 20 December 2017** and closes 5:00pm AEDT on **Friday 29 December 2017 (Promotion Period)**.

5. **Entry via Internet:** entry to the Promotion is via Facebook and Instagram only and any costs associated with accessing the internet are the responsibility of the entrant. The use of any automated software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid. Promoter is not responsible for any technical malfunctions of computer online or wireless systems, servers or providers, computer equipment, software or other problems resulting from participation or sending or receiving any communication or materials associated with this Promotion.

6. **Number of Permitted Entries:** multiple entries are permitted subject to: (a) each entry must be substantially unique; and (b) each entry must be submitted in accordance with these T&Cs; and (c) no entrant can win more than 1 x double pass to St Jerome's Laneway Festival 2018 in more than one city.

7. **Selection of Winner:** at the conclusion of the Promotion Period, Promoter will allocate all valid entries into separate draws based on the St Jerome's Laneway Festival city nominated in the entry and Promoter will select one entry from each draw as the most creative valid entry submitted for each Laneway Festival. All valid entries will be individually judged on creative and literary merit. This is a game of skill and chance plays no part in determining the winner. The judging will take place at the Promoter's head office. Decision of Promoter is final and no correspondence will be entered into. The winner will be notified by Facebook and/or Instagram by 5:00pm AEDT on **Tuesday 02 January 2018**.

8. **Prize Details:** each winner will receive 1 x double pass (two (2) tickets) to St Jerome's Laneway Festival 2018 (in the city nominated by the entrant in their entry).

9. **Costs Associated with Use of Prize:** each winner is responsible for organising and paying any costs associated with use of the prize including transport to and from the St Jerome's Laneway Festival you will be attending (including transport to and from your nearest capital city airport and flights if applicable), accommodation, parking, insurance and spending money.
10. **Restrictions on Use of Prize:** where a prize includes a ticket, ticket allocation is at the Promoter's sole discretion. Tickets may not, without the prior written consent of Promoter, be re-sold or offered for resale at a premium (including via online auction sites) or used for advertising, charity fundraising, promotion or other commercial purposes (including but not limited to competitions and trade promotions) or to enhance the demand for other goods or services, either by the winner(s) or any subsequent bearer. If a ticket is sold or used in breach of this condition, the ticket may be cancelled and the bearer of the ticket may be refused admission. Promoter's usual ticketing and venue terms and conditions apply to all tickets provided under this Promotion and by accepting tickets entrants agree to be bound by their respective terms.
11. **Delivery of Prizes to Winner:** the components of the prize that can be provided prior to the date of the St. Jerome's Laneway Festival will be delivered or emailed to the winner. Other components of the prize are redeemable on site at the locations stated above. Valid photo: The winner will need to bring a valid photo ID to redeem the prize. Promoter takes no responsibility for prizes damaged, delayed or lost in transit.
12. **Prize Value:** prize values (GST inclusive) are as follows:
- | | | |
|--------|----------------------|-----------|
| A\$289 | Friday 2 February | ADELAIDE |
| A\$349 | Saturday 3 February | MELBOURNE |
| A\$349 | Sunday 4 February | SYDNEY |
| A\$299 | Saturday 10 February | BRISBANE |
| A\$310 | Sunday 11 February | FREMANTLE |

The total prize pool value for the Promotion is approximately **A\$1596.00** (GST inclusive). If a prize is not claimed by the winner prior to 5.00pm AEDT on **Wednesday 24 January 2018** the prize will be forfeited and will not be awarded to an alternate winner. Prizes are not transferable or redeemable for cash. Promoter takes no responsibility for any variation in the prize value between the date of publication and the date the prize is taken.

13. **Use of Prize:** the winner (and their guest) must be available to attend the St Jerome's Laneway Festival nominated in their entry on the dates stated above. These dates and locations are not flexible. If for any reason the winner does not redeem the prize, or part of the prize, at the time stipulated by the Promoter, then the prize, or part of the prize, will be forfeited.
14. **Cancelled / Postponed Show:** Promoter accepts no responsibility for any loss or damage suffered in the event that the St Jerome's Laneway Festival is postponed, cancelled, rescheduled or relocated for any reason whatsoever. If the prize or part of the prize is unavailable, Promoter reserves the right to substitute a different prize item of equal or greater value in Promoter's absolute discretion.
15. **Winner Notification:** the winner will be notified via Facebook and/or Instagram and the full name of the winner may be posted on www.lanewayfestival.com.au and Promoter's social media platforms (twitter, facebook, Instagram) following the end of the Promotion. Entrants consent to Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome) and promoting any services supplied by Promoter.
16. **Validity of Entries:** Promoter reserves the right at any time to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these T&Cs or who tampers with the entry process. Errors and omissions may be accepted at Promoter's discretion. Promoter's failure to enforce any of Promoter's rights at any stage does not constitute a waiver of those rights.
17. **Late Entries + Time of Receipt:** Promoter accepts no responsibility for late, incomplete, indecipherable, lost or misdirected entries all of which are deemed invalid. All entries are deemed to be received at the time of posted as a PUBLIC post on the Promoter's Facebook and/or Instagram account.
18. **Unforeseen Events:** if for any reason this Promotion is not capable of running as planned due to any reason beyond Promoter's control, Promoter reserves the right to the fullest extent permitted by law to: (a) disqualify any entrant who tampers with the entry process; and (b) cancel, terminate, modify or suspend the Promotion subject to any written directions from a regulatory authority.
19. **Personal Information:** Promoter collects personal information to conduct the Promotion and may, for this purpose, disclose such information to third parties (including but not limited to agents, contractors, service providers, offer suppliers and as required to Australian regulatory authorities). Participation in the Promotion is conditional upon each entrant providing their personal information. Unless an entrant advises otherwise, Promoter may use the information for promotional, marketing, publicity, research and profiling purposes, including contacting the entrant by email or phone. Entrants should direct any request to opt out, access, update

or correct their personal information to Promoter via email info@laneway.com.au. All entries become the sole property of Promoter upon submission to the Promotion.

20. **Promoter's Liability:** nothing in these T&Cs limits, excludes or modifies 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 ASIC Act or similar consumer protection laws in the State and Territories of Australia (**Non-Excludable Guarantees**). Except for any liability that cannot be excluded by law, including the Non-Excludable Guarantees, Promoter (including Promoter's officers, employees and agents) is not responsible for and excludes 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, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after receipt by Promoter) due to any reason beyond Promoter's reasonable control; (d) any variation in prize value to that state in these T+Cs; (e) any tax liability incurred by a winner or entrant; (f) participation in the Promotion; (g) if any prize event is cancelled or delayed for any reason beyond the reasonable control of Promoter; and/or (g) redemption of the prize including attendance at a prize event.
21. **Social Media Platforms:** in the event that the Promotion is run through the Promoter's social media platforms (Facebook, Twitter, Instagram), the Promotion is not sponsored, endorsed, administered by, or associated with those companies and those companies have no liability to entrants in relation to the Promotion. Entrants agree to fully release Facebook, Instagram and Twitter from any and all liability in relation to their participation in this Promotion. All information entrants provide in connection with this Promotion is to the Promoter and not to Facebook, Instagram or Twitter.
22. **Submission of Material:** when a Promotion involves submission of materials by entrants including comments, recordings and images (**Material**) then when entrants submit any Materials via the Promotion the entrant, unless Promoter advises otherwise, licenses and grants to Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, communicate, publish and display such Materials for any purpose in any media, without compensation, restriction on use, attribution or liability. Entrants agree not to assert any moral rights in relation to such use. Entrants warrant that they have the full authority to grant these rights. Entrants agree that they are fully responsible for the Material they submit. Promoter shall not be liable in any way for such Material to the full extent permitted by law. Promoter may remove any Material without notice for any reason whatsoever. Entrants warrant and agree that: (a) they will not submit any Material that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication; (b) their Material shall not contain viruses or cause injury or harm to any person or entity; and (c) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems. Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.
23. **Promoter:** the Promoter is The Laneway Festival Pty Ltd. ACN 134 329 043.
Address: c/o We are Generate Pty Ltd, Building 19, Fox Studios Australia 38 Driver Avenue, Moore Park NSW 2021.
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