

St Jerome's Laneway Festival 2017

Feedback Survey Competition Terms + Conditions

- How to Enter:** entry to the St Jerome's Laneway Festival promotion (**Promotion**) is open to all Australian residents who attended a St Jerome's Laneway Festival in 2017 and is subject to these Terms and Conditions (**T&Cs**). To enter, entrants must complete the following steps:

Step 1: complete the Laneway Festival 2017 Feedback Survey online at <https://www.surveymonkey.com/r/Laneway2017> and include their details (email address);

Step 2: write 25 words or less about **'what was the single best thing about Laneway Festival 2017'** to win four (4) PIP (Pretty Important Person) passes to Laneway Festival in 2018 with the first round of drinks on us (**subject to below*)
- 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.
- Eligible Entrants:** **only persons who attended the St Jerome's Laneway Festival in 2017 are eligible** to enter or participate in the Promotion. Entrants must have a valid email address. Persons and their immediate families in the following categories are not eligible to enter the Promotion: (a) Promoter's employees; (b) Promoter's contractors; (c) personnel involved in the promotion and production of Promoter's tours; and (d) staff associated with companies donating prizes in this Promotion.
- Duration of Promotion:** Promotion commences at 9:00am (AEDT) on **Tuesday 21 February 2017** and closes 5:00pm (AEDT) on **Monday 20 March 2017 (Promotional Period)**.
- Entry via Internet:** entry to the Promotion is via an online survey 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.
- Number of Permitted Entries:** only one entry per entrant is permitted.
- Selection of Winner:** at the conclusion of the Promotion Period, Promoter will select as the winning entry the most creative valid entry submitted. Each valid entry 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 email**.
- Prize Details:** the winner will receive four (4) x PIP (Pretty Important Person) passes to the St Jerome's Laneway Festival in 2018. The PIP passes can be for Brisbane, Sydney, Adelaide, Melbourne or Fremantle as nominated by the winner.

If the city nominated by the winner does not have a PIP area then the winner will receive four (4) x General Admission passes to St Jerome's Laneway Festival 2018. Note that the prize includes tickets only and it will be the winner's responsibility to arrange suitable travel to and from, and all costs associated with attending the St Jerome's Laneway Festival nominate by the winner.

If the city nominated by the winner is an 18+ event and the winner will not be 18 years of age (as at the date of the St Jerome's Laneway Festival in 2018), then the winner will be awarded a St Jerome's Laneway Festival merchandise package valued at or in excess of the value of the prize.

If the winner is under 18 years of age (as at the date of the St Jerome's Laneway Festival in 2018) and the city nominated by the winner is a 16+ event, the drinks provided by us as part of the prize will be non-alcoholic drinks.
- Delivery of Prizes to Winner:** the prize will be sent to the winner's nominated email address ahead of St Jerome's Laneway Festival in 2018.
- Prize Value:** the Prize is valued at between **A\$630.00** and **A\$750.00** (including GST) plus the *money-can't-buy* component. If the prize is not claimed by the winner prior to 5:00pm (AEST) on **Monday 22 May 2017** 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. Total prize pool value for the Promotion is between **A\$630.00** and **A\$750.00** (including GST).

11. **Winner Notification:** the full name of the winner may be posted on the St Jerome's Laneway Festival Facebook page (www.facebook.com/lanewayfestival) 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.
12. **Validity of Entries:** Promoter reserves the right at any time to verify the validity of entries and entrants 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.
13. **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 receipt into Promoter's database, not at the time of transmission by the entrant.
14. **Restrictions:** 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 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, including any applicable age restrictions.
15. **Rights of Promoter:** Promoter hereby expressly reserves the right to eject any winner (and/or his/her companion) who in the opinion of the Promoter, is under the influence of alcohol or any other drug, behaves aggressively or in an inappropriate manner whilst participating in any element of the prize.
16. **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.
17. **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 and/or New Zealand 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@lanewayfestival.com.au. All entries become the sole property of Promoter upon submission to the Promotion.
18. **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 and New Zealand (as applicable) (**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.
19. **Facebook:** in the event that the Promotion is run through the Promoter's Facebook page, the Promotion is not sponsored, endorsed, administered by, or associated with Facebook and Facebook has no liability to entrants in relation to the Promotion. Entrants agree to fully release Facebook 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.
20. **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.

21. **Promoter:** the Promoter is The Laneway Festival Pty Ltd. ACN 134 329 043. Address: Level 1, 490 Crown Street, Surry Hills, NSW 2010. Email: info@lanewayfestival.com.au. Phone: + 61 2 9361 2200. Fax: + 61 2 9356 8098.