

LANEWAY FESTIVAL 2017

Laneway Festival's #5DaysInLA - Competition Terms + Conditions

- How to Enter:** entry is subject to these Terms and Conditions (**T&Cs**). To enter, Eligible Entrants must complete the following steps:

Step 1: Watch the #5daysinLA video that is hosted on:
Laneway Festival Facebook page (<https://www.facebook.com/lanewayfestival/>)
Laneway Festival Instagram page (<https://www.instagram.com/lanewayfest/>)

Step 2: Comment on the original Facebook or Instagram post during the Promotion Period and tell us (in 25 words or less): **Which item would you take with you and why you'd need it to survive in L.A.**

Step 3: Tag a friend in your answer.
- 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:** no purchase is necessary to enter or participate in the Promotion. Entry is open to residents of Australia with a valid email address who are aged **21 years** and over (as at 12 November 2016).

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.
- Duration of Promotion:** Promotion commences at 9:00am (AEST) on **Wednesday 28 September 2016** and closes 5:00pm (AEDT) on **Wednesday 19 October 2016 (Promotion Period)**.
- Entry via Internet:** entry to the Promotion is via Facebook or Instagram only and any costs associated with accessing the internet and email 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:** 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.
- Selection of Winner:** at the conclusion of the Promotion Period, Promoter will select one entry from all eligible entries as the most creative valid entry submitted. 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 phone or by email** by 5:00pm (AEDT) on **Monday 24 October 2016**.
- Prize Details:** there is one prize. The winner will receive:
 - Two (2) x return economy flights from winner's nearest capital to city to Los Angeles, USA.
 - Four (4) x nights accommodation (twin share) at The Line Hotel in Los Angeles, California.
 - Two (2) x tickets to each of the following three (3) x *30 Days In LA* events:
 - 12 November – Bibi Bourelly Live Show
 - 13 November – Car Seat Headrest Live Show
 - 14 November – Laneway Presents Party
 - Ground Transport (LA Airport – Hotel – LA Airport).
 - Two (2) x Red Bull Sound Select prize packs (including sunglasses and clothing merchandise).
The winner must be available to depart for Los Angeles on **Saturday 12 November 2016** and return to Australia on **Wednesday 16 November 2016**.
- Costs Associated with Use of Prize:** the winner is responsible for organising and paying all other costs associated with the use of the Prize including but not limited to passport costs, visa costs, travel to and/or from the winner's nearest capital city, transfers, on-ground transport, parking, insurance, incidentals and spending money. Winner to ensure all necessary travel documents are valid (ie passport, etc).
- Prize Conditions:** the following conditions apply to the Prize:

- (a) The Prize and all elements of the Prize must be taken at the venue and on the date specified by the Promoter to coincide with the *30 Days In LA* in Los Angeles, California in 2016 otherwise the Prize is forfeited.
 - (b) The Prize includes the elements listed in clause 8 only. All additional costs not expressly stated, but which may be incurred in acceptance and use of the Prize, are the responsibility of the winner and their companion. Such additional costs include, but are not limited to, travel (including companion's airfares to the winner's closest capital city, if applicable) and/or transport to and from the location of *30 Days In LA* in Los Angeles, California, accommodation, transfers, meals and beverages and spending money. All components of the Prize must be taken together and when offered or are forfeited.
 - (c) The Promoter accept no responsibility for any loss incurred in the event that the appearance of any *30 Days In LA* artist scheduled to appear is cancelled or unable to occur for any reason whatsoever. Talent appearances are determined by production schedules and other various factors determined at the complete discretion of the producers of his/her tour.
11. **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.
 12. **Delivery of Prize to Winner:** the Promoter will coordinate delivery of the Prize to the winner via email. Prize packs will be given to the winner and their companion on the ground in Los Angeles.
 13. **Prize Value:** the Prize is valued at up to approximately \$5,553 (GST inclusive), depending on the winner's capital city for departure. If the Prize is not claimed by the winner prior to 5:00pm (AEDT) on **Friday 26 October 2016** the Prize will be forfeited and will not awarded to an alternate winner. The Prize is 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.
 14. **Use of Prize:** the winner (and their companion) must be available to travel on the travel 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.
 15. **Cancelled / Postponed Show:** Promoter accepts no responsibility for any loss or damage suffered in the event that a *30 Days In LA* show 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.
 16. **Winner Notification:** the winner will be notified by email or telephone and the full name of the winner will be posted on www.lanewayfestival.com.au and/or Promoter's Facebook and/or Instagram pages 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.
 17. **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.
 18. **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.
 19. **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.
 20. **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.

21. **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.
22. **Facebook and Instagram:** in the event that the Promotion is run through the Promoter's Facebook page and/or the Promoter's Instagram page, the Promotion is not sponsored, endorsed, administered by, or associated with Facebook or Instagram and Facebook and Instagram have no liability to entrants in relation to the Promotion. Entrants agree to fully release Facebook and Instagram 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 or Instagram.
23. **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.
24. **Promoter:** the Promoter is The Laneway Festival Pty Ltd. ACN 134 329 043. Address: c/o Level 1, 490 Crown Street, Surry Hills, NSW 2010. Email: info@lanewayfestival.com.au Phone: + 61 2 9361 2200. Fax: + 61 2 9356 8098.