

## 9/11 SHANE WARNE PROMOTION

### TERMS AND CONDITIONS

1. Information on how to enter and details of the Prize (defined below) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is open to Australian residents aged 18 years or over.
3. Employees (and their immediate families) of the Promoter, Participating Stores (as defined below) and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1<sup>st</sup> cousin.
4. Promotion commences at 6:00am AEDST on 03/03/2021 and final entries close at 11:59pm AEDST on 31/03/2021 ("**Promotional Period**").
5. To be eligible to enter and receive one (1) entry into the draw, individuals must complete the following entry method during the Promotional Period:
  - (a) Spend \$30 or more in a single transaction on qualifying products ("**Qualifying Transaction**") at any participating store. A participating store is any 9/11 Bottleshop in Tasmania. ("**Participating Store**") Qualifying Products are all liquor products and exclude the sale of all tobacco and cigarettes products.
  - (b) Fill out entry form, completing all mandatory fields.
  - (c) Place entry in entry box provided at any participating store.
6. Incomplete, illegible or indecipherable entries will be deemed invalid.
7. Multiple entries are permitted per person, subject to the following:
  - a. Only one (1) entry permitted per Qualifying Transaction (regardless of the amount spent on Qualifying Products in excess of \$30 in the same transaction)
  - b. Each entry must be submitted separately and in accordance with entry requirements
8. The 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 reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

9. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
10. There will be six (6) draws conducted from all entries received during the Promotional Period. The draw will take place at Wrest Point Hotel, of 410 Sandy Bay Rd, Hobart TAS 7005 on 01/04/2021 at 5:00 AEDST. The winners will be notified via email or phone call no later than 5:00pm, April 1<sup>st</sup> 2021. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.
  - a. One draw will receive 8 seats for Shane Warne the Musical and 4 rooms at Wrest Point Tower.
  - b. Five draws will receive 2 tickets for Shane Warne the Musical
11. The Promoter's decision is final and no correspondence will be entered into.
12. The prize consists of
  - a. A grand prize of 8 seats for Shane Warne the Musical and 4 rooms at Wrest Point Tower.
  - b. Five double tickets for Shane Warne the Musical

Spending money, accommodation, additional meals, insurance, transport to and from departure point, transfers, items of a personal nature, in-room charges and all other ancillary costs are not included. Prize must be redeemed by 8<sup>th</sup> May and is subject to booking availability and blackout dates. Prize is subject to the standard terms and conditions of individual prize and service providers.

13. Subject to the terms and conditions of the participating prize provider(s), if for any reason a winner does not, once the prize has been booked, take a prize (or an element of a prize) at the time stipulated, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash.
14. In the event of war, terrorism, state of emergency, pandemic or any other kind of disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend, substitute or modify a prize, subject to any written directions from a relevant regulatory authority.
15. The Promoter encourages consumers to enjoy responsibly. Legal aged consumers are advised to consider the safe drinking levels recommended in the National Health & Medical Research Council Australian Alcohol Guidelines that are available at [www.nhmrc.gov.au](http://www.nhmrc.gov.au). Entry and continued participation in this promotion is subject to the licensee's liquor serving policy.
16. Subject to the unclaimed prize draw clause, if for any reason a winner does not take the prize (or an element of the prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
17. If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of equal value and/or specification, subject to any written directions from a regulatory authority.

18. The activities included in the prize are subject to the event venue and ticket terms and conditions, including any applicable age restriction. The Promoter and event organisers hereby expressly reserve the right to eject the winner (and/or his/her companion) for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.
19. Total prize pool value is \$1978.00
20. Prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash.
21. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
22. Nothing in these Terms and Conditions 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 States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) 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.
23. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective 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: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorized access or third party interference; (c) any entry or Prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in the Prize value to that stated in these Terms and Conditions; (e) if a Promotional Stand is not present or is relocated for any reason beyond the reasonable control of the Promoter.
24. The Promoter is The Federal Hotels Pty Ltd (ABN 45 004 108 249) of 410 Sandy Bay Rd, Sandy Bay, TAS 7005.