

# The Ultimate Fairbridge Festival Experience Terms and Conditions of Entry

#### General

- 1. The promoter of the **Ultimate Fairbridge Festival Experience** Competition ("**Competition**") is the FolkWorld Inc. (ABN 3292 4029 706) of 21 Raleigh Road, Sorrento WA 6020 ("**Promoter**").
- 2. Details on eligibility, how to enter and the prizes for the Competition are set out in these terms and conditions of entry ("**Terms and Conditions**"). By entering into this Competition, entrants are deemed to have accepted these Terms and Conditions.
- 3. To the extent of any inconsistency between these Terms and Conditions and any other reference to this Competition, these Terms and Conditions prevail.

#### Who can enter

- 4. Subject to clause **Error! Reference source not found.**, any person worldwide aged 18 y ears old or above, who has fulfilled the requirements set out in these Terms and Conditions is eligible to enter the Competition.
- 5. Employees of the Promotor or its associated agencies and companies, and their immediate family members are not eligible to enter this Competition.
- 6. FolkWorld Inc. or its contractor or agent may, in their absolute discretion, disqualify an entrant for any reason including breaching these terms and conditions, or acceptable or reasonable standards of safety, conduct and respect.

#### How to enter

- 7. Entrants must be Fairbridge Festival 2019 ticket buyers.
- 8. Entrants must include a first-time Fairbridge Festival attendee or a person who has not attended the festival since 2014.
- 9. Eligible persons may enter the Competition by 10 February 2019, 8:59PM AWST.
- 10. The Promotor has the discretion to deem incomprehensible, illegible, non-compliant and incomplete entries invalid.
- 11. Entrants must provide their email address to be eligible.

# Number of entries permitted

12. Entrants may submit a single entry to the competition. Duplicate entries will be counted as one entry.

## Prizes on offer

- 13. The total value of the prize is \$700 \$1000 AUD.
- 14. The prize contains the following:

- a. A camping pack valued up to \$500. Courtesy of partners Getaway Outdoors.
- b. Access to visit the VIP/Artists area
- c. Access to visit the Mandja stage, on the Saturday evening
- d. Meet-and-greet with headline acts on Saturday evening. Acts subject to availability.
- e. The opportunity to meet the ABC Breakfast team on Saturday morning including Sabrina Hahn
- f. Meal and wine vouchers valued at \$100 AUD.
- g. Fairbridge merchandise including 2 x-t-shirts, and 2 x compilation CDs. Sizes subject to availability.
- 15. The prize is subject to the following rules:
  - a. The prize winner must comply with the <u>Fairbridge Festival Terms & Conditions</u>
  - b. the prize-winning entries shall be selected by the Promotor at its absolute discretion;
  - c. the prize must be taken as stated at clause 11 and is non-transferable, non-exchangeable and not redeemable for cash;
  - d. if the specified prize becomes unavailable for any reason, the Promotor may, but is under no obligation to, substitute a prize of like or equal value;
  - e. any tax payable as a result of the prize being awarded or received will be the prize winner's responsibility;
  - f. the Promotor takes no responsibility for the loss of the prize or the inability of the prize winner to use the prize due to incorrect or imprecise delivery details provided by the prize winner, or otherwise; and
  - g. the Promotor makes no representations or warranties as to the quality, suitability, merchantability of the Prize.
- 16. The winner acknowledges and agrees that no other payment, cost, fee or prize is payable to the winner by the Promotor other than as expressly stated in clauses 11 and 12 above.

### Open, close and draw and publish dates

- 17. The competition commences 14 January 2019, at 7:01AM AWST and closes 10 February 2019, 8:59PM AWST ("**Promotional Period**"). Entries must be received by the Promoter during the Promotional Period to be valid. Entries received after this time will not be included in the Competition and the Promoter accepts no responsibility for late, lost, misdirected, incorrect or invalid entries.
- 18. This is a game of chance. The prize winner will be determined by the Promotor at its absolute discretion and at random from those eligible persons.
- 19. The prize selection will take place on 12 February 2019 at 10:00am AWST.
- 20. The winner will be notified by phone or email within 14 business days of the prize selection.
- 21. The prize must be claimed by the winner within 30 days of notification of winning. Winners will be required to claim their prize by collecting it from the Promotor. Details of where and how to collect the prize will be provided by the Promotor at the time it notifies the winner. The Prize will not be shipped or otherwise delivered to the winner.

22. If the prize is not claimed within that 30-day period, the Promoter may conduct further draws at the same time of day and place as the original draw in order to distribute the unclaimed prize. The winner of any unclaimed prize draw will be notified by phone or email within five business days of the draw and must claim the prize within 30 days of notification of winning in accordance with clause 18. If not claimed, the Promotor may conduct further draws following expiry of that 30-day period, in accordance with this clause 19.

# **Publicity of Competition**

- 23. It is a condition of entry in the Competition that FolkWorld Inc. has the right to publish the name, image, voice, photograph or video of entrants ("Materials") for any matter incidental to the Competition or the promotion or marketing of FolkWorld Inc and/or Fairbridge Festival.
- 24. FolkWorld Inc. may use such Materials in any medium including without limiting on its website or other electronic means, in any reasonable manner it sees fit.

# Privacy and miscellaneous

- 25. The Promoter will collect, use and manage personal information provided in each entry in accordance with its privacy policy.
- 26. All entries become the property of the Promotor once submitted.
- 27. By submitting an entry, the entrant acknowledges and agrees that it is giving the Promotor permission to use their entry for marketing, publicity or promotional purposes.
- 28. Except for any liability that cannot be excluded by law, the Promotor (including its 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 Competition, including, but not limited to, liabilities arising from or in connection with:
  - 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 prize value to that stated in these Terms and Conditions;
  - e. any tax liability incurred by a winner or entrant;
  - f. redemption of the prize; and
  - g. participation in the Competition

#### Cancellation

29. FolkWorld Inc. reserves the right to suspend, cancel or otherwise close the competition earlier than is stated in these terms and conditions for safety, security, technical failures, weather conditions or any other causes which affect the proper administration, fairness or security of the Competition.

## For more information

30. For more information please contact

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