

**[V] ISLAND PARTIES COMPETITION – BIRDS OF TOKYO
TERMS & CONDITIONS**

DEFINITIONS

1. The following definitions apply to these Terms and Conditions:
 - a) “Closing Date” means at 23:59hrs on Tuesday 23 April, 2019.
 - b) “Commencement Date” means at 10:00hrs on Sunday 31 March, 2019.
 - c) “Determination Date” means at 10:00hrs on Wednesday 24 April, 2019.
 - d) “Entrant” means a person who enters the Promotion.
 - e) “Major Prize” means the major prize offered in the Promotion.
 - f) “Major Prize Winner” means the Entrant who wins the Major Prize.
 - g) “Prize” means a prize offered in the Promotion.
 - h) “Prizes” means all of the prizes offered in the Promotion and includes the Major Prize and the Runner-Up Prize.
 - i) “Promoter” means Foxtel Management Pty Ltd ABN 65 068 671 938, of 5 Thomas Holt Drive, North Ryde, NSW 2113.
 - j) “Promotion” means this competition.
 - k) “Promotion Period” means the period between the Commencement Date and the Closing Date.
 - l) “Relevant Parties” means the Promoter and the agencies and companies that are associated with the Promoter or the Promotion.
 - m) “Runner-Up Prize” means the runner-up prizes offered in the Promotion.
 - n) “Runner-Up Prize Winner” means the Entrant who wins the Runner-Up Prize.
 - o) “Supplier” means the supplier of the Prizes.
 - p) “Website” means the [V] music website, located at www.vmusic.com.au.
 - q) “Winner” means an Entrant who wins a Prize, including in the Unclaimed Prize Determination and including the Major Prize Winner and the Runner-Up Prize Winners.
 - r) “Unclaimed Prize Determination” has the meaning set out in clause 26.
 - s) “Unclaimed Prize Determination Date” means Monday 29 April, 2019.
2. All times and dates are times and dates in Sydney, which may be AEST or AEDT depending on the date. All times are stated using the 24-hour clock. 00:00hrs is the start of a day and 24:00hrs is the end of a day.

PARTICIPATION

3. The Promotion is conducted by the Promoter.
4. The Promotion is a game of skill, and chance plays no part in determining the Winners.
5. Entry to the Promotion constitutes acceptance of these Terms and Conditions. By entering the Promotion, Entrants accept and acknowledge full responsibility for their decision to participate in the Promotion and to take a Prize if they are a Winner.
6. All entry instructions and prize information published by the Promoter form part of these Terms and Conditions.
7. This Promotion will be advertised on the Website, sponsored Instagram posts and on the Foxtel platform on channel [V].
8. An Entrant is eligible to win a Prize if they are a permanent resident of Australia; and;
 - a) are over the age of 18; and
 - b) are not employees of:
 - i. the Promoter or the Supplier;

- ii. any corporations or agencies related to the entities in paragraphs i. and ii. above; or
 - iii. any of the Relevant Parties; or
- c) are not a spouse, de facto spouse, parent, child or sibling (whether natural or by marriage or adoption) of a person who is an employee of any of the entities listed in paragraph b) above.
9. Entry to the Promotion commences on the Commencement Date and closes on the Closing Date.

ENTRY

10. To enter the Promotion, an Entrant must, during the Promotion Period:
- a) go to the Website; and
 - b) click on the Competition link; and
 - c) complete all of the required data entry fields on the entry form; and
 - d) answer the following question in 25 words or less “Which Birds of Tokyo song do you want to hear on the Island, and why?” (“the **Entry Question**”).
11. An Entrant’s entry must not be:
- a) late;
 - b) delayed;
 - c) incomplete;
 - d) incomprehensible;
 - e) unlawful or capable of violating any law or giving rise to a civil action;
 - f) obscene;
 - g) defamatory or libellous;
 - h) threatening or harassing;
 - i) pornographic or contain nudity;
 - j) hateful;
 - k) offensive against a person or group of persons on the grounds of age, colour, gender, national or ethnic origin, disability, race, religion or sexual preference;
 - l) incite or be capable of encouraging conduct that would be considered a criminal offence;
 - m) in violation of the social media guidelines, rules or terms of service of the relevant social media site or platform used to enter the Promotion.
12. Entrants may enter the Promotion multiple times over the Promotion Period, provided that each answer to the Entry Question is unique
13. Only one (1) Prize will be awarded per person/household over the entire Promotion Period
14. Entrants must ensure that their entries are received by the Promoter during the Promotion Period. All entries are deemed to be received at the time of receipt by the Promoter, not the time of transmission by the Entrant. The Promoter takes no responsibility for late, lost or misdirected entries or for any delays or failures in any telecommunications services or equipment.
15. Entry via the Website is free. However, any costs associated with accessing the Website are the responsibility of the person seeking access and are dependent on the internet service provider used.
16. Entrants must make their Website entries manually using an internet browser. The Promoter may reject an entry if it reasonably forms the opinion that the entry has been made using automated entry means or by use of a computer entry service.

17. Should an Entrant's contact details change at any time between the date on which they enter the Promotion and the Unclaimed Prize Determination Date, that Entrant must notify the Promoter of their correct contact details immediately.
18. All entries to the Promotion may be subject to verification by the Promoter. An Entrant must, within seven (7) days of being asked, at the Promoter's cost, allow the Promoter to inspect and copy any other documents the Promoter may request establishing eligibility to enter the Promotion, including but not limited to evidence of age, residence and/or identity.
19. The Promoter may decide in its sole discretion which documents are considered suitable for establishing eligibility to enter or win. In the event that a Winner cannot provide suitable proof of eligibility, that Winner will forfeit their Prize in whole and no substitute or compensation will be offered.
20. Any entry that is made on behalf of an Entrant by a third party, or otherwise by proxy, will be invalid.
21. The Promoter may, at its absolute discretion, declare any or all entries made by an Entrant to be invalid if the Entrant:
 - a) fails to establish their entitlement to win the Promotion to the Promoter's satisfaction; or
 - b) fails to produce items as required by clause 18 or produces items that appear to be illegible, stolen, forged, reconstructed, altered, incomplete or tampered with in any way; or
 - c) appears, to the Promoter, to have tampered with, or benefited from tampering with, the entry process; or
 - d) has submitted an entry that is not in accordance with these Terms and Conditions.

WINNERS

22. There will be one (1) Major Prize Winner and fifty (50) Runner-Up Prize Winners determined from all entries received during the Promotion Period. Each Winner will receive one (1) Prize.
23. The Winners will be determined on the Determination Date by the Promoter at 5 Thomas Holt Drive, North Ryde, NSW 2113. The Winners will be the Entrants who, in the sole opinion of the judges, have most creatively answered the Entry Question.
24. The Promoter's decisions are final and no correspondence will be entered into.
25. The Winners will be notified by email in writing within two (2) days of the Determination Date.
26. All reasonable attempts will be made to contact the Winners. Subject, where relevant, to any directions given under the legislation regulating the Promotion, if a Prize is:
 - a) not claimed by the Winner by 9:00hrs on the Unclaimed Prize Determination Date; or
 - b) forfeited for any reason,the Prize will be awarded to another Entrant in an unclaimed prize determination (the "**Unclaimed Prize Determination**"), which will take place at 09:30hrs on the Unclaimed Prize Determination Date and will be conducted by the Promoter at 5 Thomas Holt Drive, North Ryde, NSW 2113. The Winner/s of the Unclaimed Prize Determination will be notified by phone/email within two (2) days of the Unclaimed Prize Determination Date.

PRIZES

27. The Major Prize is:

- a) two (2) return economy flights for the Major Prize Winner and one (1) guest to Sydney airport, NSW from the closest capital city to the Major Prize Winners primary residence in Australia, valued at a maximum of \$1000.00;
- b) one (1) nights' accommodation for the Major Prize Winner and one (1) guest at a minimum 3 star hotel in Sydney, (selected at the Promoters discretion) ("**H**otel"), valued at a maximum of \$300.00;
- c) two (2) tickets to the [V] Island Party held on Tuesday 30 April 2019 taking place on Sydney Harbour from 16:00hrs (AEDT); valued at a maximum of \$100.00; and
- d) return transfers between Sydney airport and the Hotel will be reimbursed into the Major Prize Winner's nominated bank account, (upon the Major Prize Winner producing receipts to the Promoter) capped at the maximum value of \$100.00.

THE TOTAL MAJOR PRIZE POOL FOR THIS PROMOTION IS VALUED AT A MAXIMUM OF \$1,500.00.

28. The Runner Up Prize consists of two (2) tickets for the Runner Up Prize Winner and one (1) guest to the [V] Island Party, to be held on Tuesday 30 April, 2019 taking place on Sydney Harbour from 16:00hrs (AEDT), valued at a maximum of \$100.00.

THE TOTAL RUNNER UP PRIZE POOL FOR THIS PROMOTION IS VALUED AT A MAXIMUM OF \$5,000.00.

THE TOTAL PRIZE POOL FOR THIS PROMOTION IS VALUED AT A MAXIMUM OF \$6,500.00.

29. All Prize values are correct as at 27 March, 2019 and are reflective of the recommended retail price and are in Australian dollars. The Promoter takes no responsibility for any variations in the Prize values.
30. If any Prize or any part of any Prize is unavailable for any reason, the Promoter will, in its absolute discretion, substitute alternative goods or services of no lesser retail value and/or specification, subject to the approval of the authorities that have issued permits for the conduct of the Promotion. The Promoter accepts no other liability or responsibility for any loss incurred by any Winner or any other party if any Prize or any part of any Prize is unavailable for any reason.
31. Prizes cannot be refunded or exchanged and, except as expressly permitted by these Terms and Conditions, cannot be taken as a monetary payment.
32. Prizes may be transferred at the Promoter's sole discretion. In the event that the Promoter exercises its discretion to allow a Winner to transfer a Prize, the transfer will be on the condition that the transferee accepts all terms and conditions set out in these Terms and Conditions and the Promoter may require such acceptance in writing at its absolute discretion.
33. The Promoter reserves the right to refuse to allow a Winner to take part in an aspect of a Prize, if the Promoter determines, based on the advice of an appropriate and

relevant medical professional, that a Winner is not in the mental or physical condition necessary to be able to safely participate in that aspect Prize.

34. Winners are advised that tax implications may arise from them winning a Prize and they should seek independent financial advice prior to accepting a Prize.
35. Once a Prize has left the Promoter's/Supplier's premises, the Promoter and the Relevant Parties will not be responsible for any delay in delivery or loss or damage to the Prize.
36. If the Determination Date or Unclaimed Prize Determination Date is a public holiday, the determination will be conducted on the following business day.
37. Prizes cannot be used in conjunction with any other discounts or special offers.
38. Prizes will be awarded to the people named in the winning entries.
39. Prizes will be awarded to the Winners in the Promoter's sole discretion.
40. Unless expressly stated, all costs and expenses associated with taking a Prize become the responsibility of the Winners, including:
 - a) additional taxes (excluding departure and any other flight-associated taxes, where flights are included in the Prize);
 - b) costs associated with inoculations, passports and/or visa applications;
 - c) transfers;
 - d) travel insurance;
 - e) spending money;
 - f) meals;
 - g) transport to/from an airport departure or return point;
 - h) any extra sightseeing or activities; and
 - i) all other incidental and ancillary costs incurred by the Winners and/or their guest/s as a direct or indirect result of taking a Prize.
41. The Winners and their guest must ensure that they have valid documentation for travel.
42. The Winners and their guest/s are responsible for any amendment fees issued by airlines or suppliers once booking is confirmed and ticketed.
43. All aspects of each Prize must be taken together as a package. The Prizes must be taken on Tuesday 30 April 2019. In the event that for any reason whatsoever a Winner does not take a Prize or an element of a Prize at the time stipulated by the Promoter, that Prize or that element of the Prize will be forfeited by that Winner.
44. The Prize may not, without the prior written consent of the Supplier and the Promoter, be resold or offered for resale at a premium (including via on-line auction sites) or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services. If the Prize is sold or used in breach of this condition, the Promoter or the Supplier may, at their absolute discretion, withdraw the Prize. Where a ticket has been withdrawn in accordance with this clause, no refund, substitute or compensation will be offered and the Winner and any person who has purchased or otherwise bears that ticket will be refused entry.
45. Airline tickets are available on the regular scheduled services of each airline and are subject to seasonal embargoes. Flight itinerary may have to be adjusted depending on the airlines' departure city and their current flight schedule.

46. If the Major Prize Winner is a resident of NSW, they will forfeit the domestic flight component of their Prize and no substitute prize will be offered.
47. Frequent Flyer points are not available for any of the flights included in the Prizes.
48. Airline tickets included in the Prizes cannot be used as part-payment of another airfare.
49. If a Winner and/or their guest/s determine that travel insurance is required, they will be responsible for arranging and paying for such travel insurance.
50. A Winner and their guest/s must travel at the same time, including flights and accommodation. A Winner and their guest/s must depart from and return to the same capital city airport in Australia, being the capital city airport that is closest to the Winners' place of residence. A Winner and their guest/s are responsible for transport to and from their residence to the Winners' nearest capital city airport. .
51. The accommodation will be one (1) room to be shared by a Winner and their guest/s.
52. A credit card imprint or cash deposit may be required from a Winner and/or their guest/s at check-in to the hotel, for all incidental charges.
53. The Promoter makes no representation as to the safety conditions or any other conditions that may exist at any destination.
54. Winner and their guest must be over 18
55. By entering the Promotion, the Winners and their guest/s agree that:
 - a) if requested by the Promoter, the Winners and their guest/s will:
 - i. provide comments about the Promotion and/or a photograph or audio-visual clip of themselves; and
 - ii. participate in a promotional shoot in connection with the Promotion;
 - b) the Promoter may use their name, image, comments, photographs or clips ("**Materials**") for publicity and promotional purposes in any form of media, without reference or compensation to the Winners and their guest/s or any other person;
 - c) the Promoter may use, reproduce, edit and communicate to the public the Materials at any time in any form of media;
 - d) the Promoter may license, authorise or otherwise transfer the rights in the Materials to others to do the same; and
 - e) the Winners and their guest/s unconditionally and irrevocably consent to any act or omission that would otherwise infringe any of their moral rights in the Materials and waive all moral rights in the Materials that arise outside Australia.
56. Unless expressly stated all other costs and expenses associated with taking a Prize become the responsibility of the Winner and their guest/s.

GENERAL

57. The Promoter reserves the right to take any action necessary in its sole discretion at any time, subject to any direction given under State permit regulations.
58. To the full extent permitted by the law, Facebook and the Relevant Parties will not be liable for any loss, damage, claim, cost, expense or personal injury suffered or sustained (including, but not limited to, that caused by any person's negligence) by any Entrant in connection with the Promotion or the Prizes, including:
 - f) any indirect, economic or consequential loss or loss of profits;

- g) any loss arising from the negligence of a Relevant Party; and
 - h) any liability for personal injury or death.
59. This Promotion is in no way sponsored, endorsed, or administered by, or associated with, Facebook. Entrants understand that they are providing their information to the Promoter and not to Facebook. Any questions, comments or complaints about this Promotion must be directed to the Promoter (not Facebook) at the address given in clause 1 of these Terms and Conditions.
60. If, for any reason, the Promotion is not capable of running as planned, including, without limitation, due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures, or any other causes beyond the control of the Promoter that corrupt or affect the administration, security, fairness or integrity, or proper conduct of the Promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process or take any other action, including to cancel, terminate, modify, or suspend the Promotion subject to any direction given under the relevant State/Territory permit regulations.
61. The Winners acknowledge that the Prizes may be subject to additional terms and conditions imposed by third parties. The Winners must become acquainted with any such additional terms and conditions prior to taking a Prize. The Promoter does not accept any responsibility and is not liable for any additional conditions imposed on the taking of the Prizes, or for the breach of those conditions by any person.
62. Except for any liability which cannot be excluded by law, the Promoter is not responsible for:
- a) any problems or technical malfunction with any telephone network or lines, computer online systems, servers or providers, computer equipment, or software, or any technical problems or traffic congestion on any computer system or at any website, or any combination thereof, including (but not limited to) any injury or damage to participants or any other person's property related to or resulting from participation in the Promotion;
 - b) any incorrect or inaccurate information, caused either by users, by any of the equipment or programming associated with or used in connection with the Promotion, or by any technical error that may occur in the course of the Promotion; or
 - c) any error; omission; interruption; deletion; defect; delay in operation or transmission; communications line failure; theft; or destruction or unauthorised access to, or alteration of, entries or Entrants' details.
63. Any attempt to cause damage to any website or the information on any website associated with this Promotion or to otherwise undermine the fair and legitimate operation of this Promotion may be a violation of criminal and civil laws. The Promoter reserves the right to seek damages in the fullest extent permitted by law in the event that any such attempt is made, whether or not that attempt results in any such damage, interference or undermining.
64. These Terms and Conditions are governed by the laws of New South Wales and each of the relevant State authorities.
65. These rules are Terms and Conditions and constitute the entire terms and conditions between the Entrant and the Promoter with respect to the Promotion. The Promoter may alter, modify, or amend these Terms and Conditions, subject to the approval of the authorities that have issued permits for the conduct of the Promotion. The Promoter will provide Entrants with notice of substantial

amendments.

66. All entries become the property of the Promoter.

PRIVACY

67. The Promoter is bound by the Australian Privacy Principles in the *Privacy Act 1988*. Entrants' personal information will be collected, used and disclosed as set out in the Foxtel Competition Privacy Notice for this Promotion (at <https://www.foxtel.com.au/got/support/accounts-billing/legal/comp-privacy-notice.html>) and the Foxtel Privacy Policy (at <http://www.foxtel.com.au/about-foxtel/privacy/default.htm>).