

# MINI Arts Centre – Forever Unexpected Parking Inspector

## Terms & Conditions

The following Terms & Conditions detail your entry in to this Trade Promotion (referred to as Promotion) and the associated prizes available for eligible winners. Participation in this Promotion is deemed to be an acceptance of these Terms & Conditions. This Promotion is a Game of Chance and will be held at the Arts Centre Car Park, Melbourne. The Promotion is deemed a game of chance as tickets will be randomly allocated to Arts Centre Melbourne patrons that have parked within the Arts Centre Melbourne car park.

- 1) The Promotion will be open from 09:00:00hrs on Monday 20th May 2019 until 20:00:00hrs on Wednesday 31st July 2019 Melbourne Time (AEST). This is referred to as the Promotion Period.
- 2) The Organiser of this Promotion is KOJO Productions Pty. Ltd. (ACN 008 278 037 / ABN 16 008 278 037)
- 3) Officers, employees and immediate families of officers and employees of the Organiser, associated companies and contractors of the Organiser and any other agencies associated with this Promotion are ineligible to enter.
- 4) The Promotion is open to entrants 18 years of age or over at the start of the Promotion.
- 5) Number of redeemable Prizes: Only one entry per person is permitted. Entrants are eligible to win once over the Promotion period. Any additional entries received by a previously selected winner will not be considered.
- 6) Individuals may enter the Promotion by redeeming their Parking Ticket no later than 20:00hrs on the following day of receiving a Parking Ticket. The Prize is redeemable at [mini.com.au/unexpected](http://mini.com.au/unexpected).
- 7) The Prize will be forfeited if the winner fails to claim within the nominated time outlined on the Parking Ticket.
- 8) The Organiser accepts no responsibility for any redemptions not received for any reason during the Promotion period. No responsibility will be taken for lost, late or misdirected redemptions.
- 9) Incomplete or incorrect redemptions, or which breach any law or infringe any third-party rights (including intellectual property rights) are invalid. Any winner who, in the opinion of the Organiser, tampers or interferes with the redemption mechanism in any way, or who does not properly comply with the redemption process, will be ineligible to win.
- 10) Should a winner's details change after redemption of the Prize, there can be no guarantee that the winner will be notified of their Prize.
- 11) There are 12 prizes to be won. Each Prize consists of the following elements. All elements of the Prize must be redeemed on the day of that Prize.
  - i. Two tickets to an Arts Centre show
  - ii. Hospitality voucher to the value of \$150
  - iii. Arts Centre car parking voucher
- 12) All components of the Prize are subject to any written conditions provided with the Prize. Each Prize has a maximum value of \$1,000 inc GST.
- 13) Any additional costs outside of this Prize are the responsibility of the winner.
- 14) Where the Prize includes Food & Beverage, the winner agrees to advise if they have any dietary requirements or food allergies upon arrival at the dinner venue. The winner agrees to indemnify the Organiser and its affiliates of any claims of dietary related illnesses.
- 15) Where a Prize includes a Vehicle Transportation Service, the Organiser agrees to provide a licenced driver and the winner of the Prize and their guest agrees to enter into the transportation service voluntarily, agreeing to indemnify the Organiser and its affiliates from any and all claims, injury, losses, liabilities and expenses.
- 16) The winner and their guest may not in their access or use of the Vehicle Transportation Services cause nuisance, annoyance, inconvenience, or property damage to the property or the person driving.

- 17) If the winner and / or their guests requires any accessibility assistance, please advise the Organiser on redemption of your Prize. The Organiser will endeavor to ensure the needs of the winner and / or their guest are met.
- 18) The winner of the Prize will be notified by email within one business day of redeeming their prize at [mini.com.au/unexpected](mailto:mini.com.au/unexpected)
- 19) Prizes will be available for collection at a time advised by the Organiser once winners redeem their Prize. A further option to have the Prize posted out will be available to the winner. The Prize must be redeemed by 20:00hrs on the night after been randomly allocated, and must be used on the date of the Prize issue. Failure to redeem the Prize within this time will result in it being forfeited and the Organiser may select another winner for the Prize, subject to any approval or directions of a relevant regulatory authority.
- 20) The Organiser shall not be liable for any prize that may be lost, stolen, forged, damaged or tampered with in any way before it reaches, or is collected by, the winner.
- 21) The Organiser reserves the right to verify the validity of winners and Prize claims (including a winner's identity, age and place of residence) and to disqualify any winner who submits a Prize claim that is not in accordance with these terms and conditions or who tampers with the Promotion process. Any winner's redemption that is incomplete, indecipherable, illegible or non-compliant with these terms and conditions is invalid and will not be accepted or considered. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 22) The Prize awarded may not be exactly as marketed for the Promotion.
- 23) Prizes or any unused portion of a Prize cannot be redeemed for cash or onsold to any parties for cash.
- 24) Prizes are not exchangeable for any other dates or shows however can be transferable to family or friends in the event the winner cannot accept the Prize on the allocated Prize date.
- 25) If any Prize or component of the Prize is unavailable, the Organiser, in its discretion, reserves the right to substitute the Prize with a Prize equal to the value and/or specification.
- 26) 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 Organiser, the Organiser reserves the right, in its sole discretion, to modify, suspend, terminate or cancel the Promotion to the full extent permitted by law.
- 27) If, for any reason, the Promotion is not capable of running as planned, including technical failure, unauthorised intervention or any other causes beyond the control of the Organiser, which corrupt or affect the administration security, fairness or integrity or proper conduct of this Promotion, the Organiser reserves the right to modify, suspend, or cancel the Promotion without incurring any cost from winners.
- 28) The Organiser's decision is final and no other correspondence will be entered into.
- 29) It is a condition of redeeming the Prize that the winner consents to the Organiser using the winner's name, likeness, image and/or voice (including photographs, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of the Promotion (including any outcome), and promoting any products and services, distributed and/or supplied by the Organiser in the Arts Centre Melbourne or otherwise.
- 30) By entering the Promotion, a winner releases and indemnifies the Organiser (including its officers, employees and agents) from and against all actions, liabilities, penalties, claims or demands the entrant may have against the Organiser or the Organiser may incur for any loss or damage which is or may be suffered or sustained as a direct or indirect result of a winner participating in the Promotion. This includes using or permitting any other person to use the Prize, except for any liability which cannot be excluded by law or which would cause any part of this clause to be void or unenforceable.
- 32) Privacy, Spam Act and Do Not Call Register Act Statement: The Organiser collects the winners' personal information to assist it in promoting MINI and the dealerships of MINI and to process the competition entries. By redeeming the Prize in the Promotion, unless otherwise advised, each winner also expressly consents to:
- (a) the Organiser (or any of its related companies) contacting a winner by any means (including by electronic message or by telephone) to let the winner know about goods, services or promotions which the Organiser considers may be of interest to the entrant;

(b) the Organiser (or any of its related companies) disclosing the winners' personal information to other persons or entities who may:

i. assist the Organiser in promoting MINI or running competitions (including by sending electronic messages or telephoning the winner on the Organiser's behalf); or

ii. use that information, in any media, for their own marketing, promotional or publicity purposes (and each entrant expressly consents to such persons or entities contacting the entrant by electronic message or by telephone in relation to goods or services), without any further reference, payment or other compensation to the winner. The express consent referred to in this Statement continues until the withdrawal of that consent is effective (as set out under applicable law).

33) All personal details of the winner will be stored at the offices of the Organiser. A request to access, update or correct any information should be directed to that office.