

Ticketek Mastercard – Card on File Promotion

TERMS AND CONDITIONS

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. This promotion is conducted in connection with the update of Card Saved on File in a My Ticketek Account (**Event**).
3. Entry is only open to residents of the Australian States and Territories of New South Wales, Northern Territory, Victoria, Queensland, Tasmania and Western Australia only who meet any minimum age restriction advertised for the Event and are authorised to purchase ticket(s) to the Event (**Entrants**).
4. If individuals aged under 18 years are permitted to enter the promotion, these individuals must have the consent of their parent or legal guardian to enter the promotion and their parent or legal guardian must read and consent to these Terms and Conditions and may be required by the Promoter to enter into a further agreement as evidence of consent to the individual aged under 18 years entering this promotion.
5. The directors, management and employees (and their immediate families) of the Promoter and its agencies directly 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 first cousin.
6. This promotion commences at **12:00am** (Sydney time) on **21 July 2019** and closes at **11:59pm** (Sydney time) on **20 July 2020 (Promotional Period)**.
7. This promotion will be drawn on the earlier of the dates below (**Draw Date**):
 - i. if that day is a working day, the 20th day of each month for the 12 months of the Promotional Period, being:
 - i. 20 August 2019
 - ii. 20 September 2019
 - iii. 20 October 2019
 - iv. 20 November 2019
 - v. 20 December 2019
 - vi. 20 January 2020
 - vii. 20 February 2020
 - viii. 20 March 2020
 - ix. 20 April 2020
 - x. 20 May 2020
 - xi. 20 June 2020
 - xii. 20 July 2020; or
 - ii. if the day listed in clause 7(i) of the relevant month is not a working day, the first working day after the 20th day of each month for the 12 months of the Promotional Period.
8. To receive an entry into the promotion, Entrants must, during the calendar month prior to the relevant draw in the Promotional Period, have successfully; (1) added new; or (2) updated their existing; payment details in their My Ticketek account. For clarity, to be eligible for entry, the Entrant's new or updated card details must be distinct from any card details previously saved

within the Entrant's My Ticketek account, and must be of the card type "Mastercard" (**Eligible Activity**). The Entrants My Ticketek account is accessible via the Promoter's website.

9. Entries must be received by the Promoter during the Promotional Period. Entries will be deemed to be accepted at the time of receipt and not the time of transmission. Incomplete or unsuccessful updates of the Entrants card details, indecipherable or illegible entries will be deemed invalid.
10. Any costs associated with accessing the Promotional Website to enter the promotion are the Entrant's responsibility and is dependent on the Internet service provider used.
11. The use of any automated entry 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.
12. All Entrants who complete an Eligible Activity during the Promotional Period will be automatically entered into the draw. The draw will take place at approximately 12.00pm (Sydney time) on the Draw Date at the Promoter's premises. The Promoter will draw four (4) additional reserve entries and record them in order in case an invalid entry, ineligible entrant is drawn or in the event of an unclaimed prize in accordance with these Terms and Conditions. The winner(s) will be notified by email and by phone once on the next working day after the Draw Date and once on the following working day after the Draw Date. The contact details of the winner will be those associated with the My Ticketek account available at the Draw Date. Any winner(s) of prize(s) will be published on the Promotional Website on the next business day following the Draw Date in each month of the Promotional Period and will remain on the Promotional Website for no less than twenty-eight (28) days. The Promoter's decision is final and no correspondence will be entered into.
13. The first valid entry drawn from all entries received will win a Ticketek Pty Ltd Gift Voucher, valued at **\$5,000** each. No Entrant may win the Prize more than once during the Promotional Period. In the event a previous winning Entrant is drawn as the winning Entrant in a subsequent draw, the Ticketek Gift Voucher will be awarded to the runner up Entrant in accordance with these Terms and Conditions.
14. If a winner is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian on the winner's behalf.
15. The prize(s) are subject to their prevailing prize Ticketek Pty Ltd Gift Voucher terms and conditions, which can be viewed at: <https://premier.ticketek.com.au/shows/show.aspx?sh=GIFTSTC08>, or as otherwise advised by the Promoter and/or any applicable prize supplier.
16. Subject to the unclaimed prize draw, if for any reason any winner does not take and/or participate in the prize (or any part of the prize) at or by the time stipulated by the Promoter in its absolute discretion (as applicable), then the prize (or that component of the prize) will be forfeited. Any and all components of the prize(s) must be taken together and when offered or are forfeited.
17. All costs not expressly stated, but which may be incurred in the acceptance of, attendance at and/or participation in the prize(s) are the responsibility of the winner(s) (and any companion(s)). Such costs may include, but are not limited to, travel to and from the Event or any other prize location and/or accommodation at or near the Event or other prize location, and

the winner(s) (and any companion(s)) are responsible for their own transport to and from the Event or other prize location and any costs associated.

18. If the prize(s) include voucher(s) or card(s), any ancillary costs associated with redeeming the voucher(s) or card(s) are not included unless expressly stated. Any unused balance of any voucher(s) or card(s) will not be awarded as cash. Redemption of the voucher(s) or card(s) is subject to any terms and conditions of the issuer, including those specified on the voucher(s) or card(s), including any expiry date.
19. The winner(s) (and any companion(s)) must follow all directions given by the Promoter, the Event organisers (if applicable) and any other prize suppliers or organisers during the course of their participation in the prize(s). The Promoter, the Event organisers (if applicable) and any other prize suppliers or organisers expressly reserve the right to eject any winner (and/or any companion) for age, health or safety reasons or on the grounds of inappropriate behaviour, including but not limited to intoxication, whilst participating in any component of the prize. If any winner (and/or any companion) fails to participate in the prize in the manner required, as stated in these Terms and Conditions and in the reasonable opinion of the Promoter, their entry and the balance of the prize will be forfeited with no compensation payable.
20. The Promoter, the Event organisers (if applicable) and any other prize suppliers or organisers reserve the right to require the winner(s) (and any companion(s)) provide proof of identity, including photo identification, before issuing the prize or at any time during their participation in the prize. If any winner(s) are aged under 18 years, their companion (or one (1) of their companions) must be the parent or legal guardian who consented to the winner entering the promotion.
21. Total maximum prize value over 12 months is \$60,000.00. The prize(s), or any unused portion of the prize(s) (if applicable), are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified. The prize(s) must be taken as offered and cannot be varied and winner(s) cannot choose their prize (or any part of their prize), unless otherwise specified. The Promoter accepts no responsibility for any variation in prize value. All prize values are the recommended retail price in Australian dollars including GST (where applicable).
22. In accordance with clause 12, if a prize(s) remains unclaimed twenty-eight (28) days after the Draw Dates, the Prize(s) will be awarded to the next reserve entry drawn at the time of the original draw(s), subject to any directions from a regulatory authority. The winner(s) of the unclaimed draw (if any) will be notified in writing and will be published on the Promotional Website within one (1) working day of the unclaimed draw and will remain on the Promotional Website for no less than twenty-eight (28) days. The Promoter's decision is final and no correspondence will be entered into.
23. 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.
24. In the event of a dispute of the identity of any winner, the winner will be deemed to be the individual who completed the Eligible Activity via the Promotional Website.

25. As a condition of entering the promotion, Entrants consent to the 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 products manufactured, distributed and/or supplied by the Promoter.
26. As a condition of accepting a prize, the winner(s) (and any companion(s)) may be required to sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form. In the event any winner is aged under 18 years, the parent or legal guardian who consented to the winner entering the promotion will be required to sign the legal documentation required under this clause on the winner's behalf.
27. If a prize (or part of a prize) is unavailable, the Promoter, in its sole discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of equal or greater value in lieu, subject to any written directions from a regulatory authority.
28. 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.
29. 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 2010* (Cth), as well as any other implied warranties under the *Australian Securities and Investments Commission Act 2001* (Cth) 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.
30. 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, unauthorised 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) if the Event or any other prize event is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; or (g) use of or participation in the prize(s).
31. The Promoter collects personal information (**PI**) in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to related entities, agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI

as set out in its Privacy Policy, which can be viewed at <http://premier.ticketek.com.au/Content/buyers/privacy.aspx>. The Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Entrants. The Privacy Policy also contains information about how Entrants may opt out, access, update or correct their PI, how Entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter may disclose Entrants' PI to selected entities outside of Australia (see the Privacy Policy for details).

32. **Promoter:** Ticketek Pty Ltd (ABN 92 010 129 110) of Level 3, 175 Liverpool Street, Sydney, NSW 2000. Telephone: 02 9266 4251.

33. **NSW Permit No.** TBA

FOR THE REFERENCE OF THE NSW AND ACT LOTTERY DEPARTMENTS ONLY:

- Earliest potential promotional date: 21 July 2019
- Latest potential promotional date: 20 July 2020
- Each individual prize value will not exceed \$5,000.00
- Total maximum prize pool value for all promotions run under these permits will not exceed \$60,000.00
- No prohibited prizes will be given away