

Competition

#VAXSTAGEPASS 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 #VAXTHENATION, an industry marketing campaign operated by Ticketek Pty Ltd (as the **Promoter**), for and on behalf of TEG Live Pty Ltd (**TEG Live**), Live Nation Australasia Pty Ltd (**Livenation**) and Frontier Touring Co Pty Ltd (**Frontier**) (TEG Live, Livenation and Frontier together, the **Event Organisers**).
3. Entry into this promotion is only open to persons who are:
 - a. residents of New South Wales, Victoria, Queensland, South Australia, Western Australia, Australian Capital Territory, Tasmania and the Northern Territory of Australia;
 - b. over the age of 18 years as at the start of the Promotional Period; and
 - c. fully vaccinated under the Australian national COVID-19 vaccination program as at the time of entry into this promotion,(herein referred to as **Entrants**).
4. 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.
5. This promotion commences at **11:00am** (Sydney time) on **15 September 2021** and closes at **11:59pm** (Sydney time) on **30 November 2021 (Promotional Period)**.
6. To receive an entry into the promotion, Entrants must, during the Promotional Period, validly submit their entry by completing the form at <https://vaxstagepass.com.au> (**Promotional Website**) and answering the following question in 25 words or less: "Which live event are you most looking forward to seeing and why?" (**Competition Question**).
7. Only one (1) entry per entrant is permitted.
8. 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, indecipherable or illegible entries will be deemed invalid.
9. 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.
10. 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.
11. All entries received will be judged at **10:00am** (Sydney time) on **7 December 2021** by the Promoter's staff. The Promoter will select five (5) winners. The Promoter may pick additional reserve entries and record them in case an invalid entry or ineligible entrant is selected.

12. The five (5) winners selected will each win a prize which provides each winner with the opportunity to receive two (2) tickets to one (1) performance of every Stadium and/or Arena show promoted by the Event Organisers during the period from 1 January 2022 to 31 December 2022.
13. The winners must be fully vaccinated as at the time of entry to this promotion under the Australian national COVID-19 vaccination program to be eligible to claim a prize. The winners will be required to provide proof of such vaccination by showing their valid COVID-19 Digital Certificate from Medicare to the Promoter. The COVID-19 Digital Certificate will be used to validate the winner's entry and then discarded. Sensitive personal information collected from the winners for the purpose of verifying their eligibility to claim a prize will not be retained by the Promoter, but each winner's vaccination status will be ascertainable as a result of each winner's name being published on the Promotional Website.
14. The winner(s) will be notified in writing and published on the Promotional Website on **10 December 2021** and will remain on the Promotional Website for no less than twenty-eight (28) days. The winner(s) may also be published on associated social media channels. The Promoter's decisions are final and no correspondence will be entered into.
15. The competition is a game of skill, and chance plays no part in determining the winners. Each valid entry will be individually judged based on creativity and originality in answer to the Competition Question. The five (5) best valid entries, as determined by the judge(s), will each win one (1) prize.
16. The prize(s) are subject to their prevailing prize terms and conditions as advised by the Promoter and/or any applicable prize supplier.
17. Subject to the unclaimed prize, 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.
18. 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.
19. If the prize(s) include ticket(s) or pass(es), the ticket(s) or pass(es) are subject to the event venue and ticket terms and conditions, including any applicable age restriction.
20. Ticket allocation is at the Promoter's sole discretion. Tickets may not, without the prior written consent of the Promoter, be re-sold or offered for resale at a premium (including via online auction sites) or used for advertising, charity fundraising, promotion or other commercial purposes (including but not limited to competitions and trade promotions) or to enhance the demand for other goods or services, either by the winner(s) or any subsequent ticket holder. If a ticket is sold or used in breach of this condition, the ticket may be cancelled and the ticket holder may be refused admission and the winner forfeits the balance of their prize.
21. 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.

22. 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.
23. Total maximum prize value for each prize is estimated at \$15,600 (52 events at an estimate cost of \$300 for 2 tickets). Total maximum prize pool value is estimated at \$78,000. 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).
24. 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, not met the criteria for eligibility, 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.
25. In the event of a dispute of the identity of any winner, the winner will be deemed to be the individual who completed the form via the Promotional Website and answered the Competition Question.
26. As a condition of entering the promotion, Entrants consent to the Promoter using their name and entry answer 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.
27. 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.
28. 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.
29. 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.
30. 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.
31. 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).
32. 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 this link: <https://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).
33. **Promoter:** Ticketek Pty Ltd (ABN 92 010 129 110) of Level 3, 175 Liverpool Street, Sydney, NSW 2000. Telephone: 02 9266 4179.
34. **Event Organisers:** TEG Live Pty Ltd (ABN 25 150 055 100) of Level 3, 175 Liverpool Street, Sydney NSW 2000; Live Nation Australasia Pty Ltd (ABN 69 156 286 341) of Level 2, 11 Newton St, Cremorne, Victoria 3121; and Frontier Touring Co Pty Ltd (ABN 65 837 740 187) of 9 Dundas Lane, Albert Park VIC 3206.
35. **NSW Permit No.** N/A

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

- Earliest potential promotional date: 15 September 2021
- Latest potential promotional date: 30 November 2021
- Individual prize value will not exceed \$20,000 (**Individual Prize Value**)
 - Based on the winner attending 52 events across the year with an average ticket price of \$150 per event – 2 tickets @ \$150 per ticket x 52 = \$15,600
- Total maximum prize value for this promotion will not exceed \$100,000
 - Based on the above Individual Prize Value x 5 winners
- No prohibited prizes will be given away