## Europcar Australia

## THE FOUR TOPS Cabaret Dinner and Show Competition

## Terms and Conditions

- 1. Information on how to enter forms part of the terms of entry. Entry into the Promotion is deemed acceptance of these Terms and Conditions.
- 2. This Promotion is a game of skill. Chance plays no part in determining the winner.
- 3. Entry is open to all residents of Australia aged 18 years or over who hold a Facebook account.
- 4. Employees and their immediate families of CLA Trading Pty Ltd (trading as Europear Australia) ("The Promoter"), AccorHotels Group ("The Sponsors") and their associated agencies are not eligible to enter.
- 5. The Promotion commences on Thursday 4 October 2018 at 09:00 (AEDT) and concludes on Sunday 18 November 2018 at 23:59 (AEDT) ("Promotional Period").
- 6. The Promotion will be advertised in the following locations:
  - a. <a href="www.facebook.com/EuropcarAU/">www.facebook.com/EuropcarAU/</a>
- 7. To enter the Promotion, entrants must:
  - a. Log onto Facebook
  - b. "Like" the Europear Facebook page
    - i. www.facebook.com/EuropcarAU/
  - c. Comment on the Promotion Entry Post and answer the following question:
    What's your favourite Motown song and why, tag a friend you want to take along and mention preferred city Melbourne or Sydney.
  - d. Limited to one (1) entry per Facebook account
- 8. Illegible, incomprehensible, and incomplete entries will be deemed invalid.
- 9. Entries must be completed, in English, and legible.
- 10. Any entry that is made on behalf of an Entrant by a third party will be deemed invalid.

- 11. Entries must be received by 23:59 (AEDT) on Sunday 18 November 2018. The time of the entry will in each case be the time the entry is received by the Promoter. The Promoter accepts no responsibility for any late, lost or misdirected entries for any reason.
- 12. The Promoter reserves the right to request winners to provide proof of identity, proof of residency at the nominated prize delivery address, and/or proof of entry validity in order to claim a prize. Proof of identification, residency and entry considered suitable for verification is at the discretion of the Promoter. In the event that a Winner cannot provide suitable proof, the Winner will forfeit the prize in whole and no substitute will be offered.
- 13. One (1) Prize Winner will receive:
  - a) Overnight accommodation at the Sofitel Sydney Wentworth for two (2) adults for Monday 17 December 2018 in a Classic King room including valet parking.
  - b) 2 x tickets for The Four Tops Cabaret Dinner and Show which includes a 3 course dinner and 2 hour beverage package.
- 14. One (1) Prize Winner will receive:
  - c) Overnight accommodation at the Sofitel Melbourne on Collins for two (2) adults for Wednesday 5 December 2018 in a Classic King room including valet parking.
  - d) 2 x tickets for The Four Tops Cabaret Dinner and Show which includes a 3 course dinner and 2 hour beverage package.

The total prize value is \$2,480.00 (including GST).

- 15. Prizes cannot be transferred and cannot be redeemed for cash.
- 16. All prize values are correct as at Thursday 27 September 2018 and are reflective of the recommended retail price and are in Australian dollars (AUD). The Promoter takes no responsibility for any variations in the prize values.
- 17. Unless expressly stated in these Terms and Conditions, all other expenses become the responsibility of the Winners.
- 18. If the prize is unavailable for any reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value.
- 19. Once prizes have left the Promoter's premises, the Promoter takes no responsibility for the prizes damaged, delayed, or lost in transit.

- 20. Each valid entrant who has entered the Promotion over the duration of the Promotional Period will bet entered into the winner determination. Two (2) valid entrants will be judged based on originality and creative merit to become Winners. The winner determination will take place at Europear Australia, 189 South Centre Road, Tullamarine, Victoria 3043 at 13:00 (AEDT) on Monday 19 November 2018. The Winners will be notified in writing within two (2) days of the winner determination, and have their details published on the Europear Facebook Page.
- 21. Prizes will be awarded to the person named in the entry. However, in a dispute, will be awarded to the account holder of the entry mechanism used to submit their entry (e.g. Facebook account holder).
- 22. The prizes must be claimed by 13:00 (AEDT) on Monday 26 November 2018. An unclaimed prize winner determination will take place at Europear Australia, 189 South Centre Road, Tullamarine, Victoria 3043 at 13:00 (AEDT) on Wednesday 28 November 2018. The Unclaimed Prize Winners will be notified in writing within two (2) days of the unclaimed prize winner determination, and have their details published on the Europear Facebook Page.
- 23. If any particular winner determination is scheduled on a Public Holiday, the winner determination will be conducted on the following business day.
- 24. Should an Entrant's contact details change during the Promotional Period, it is the Entrant's responsibility to notify the Promoter. A request to change or modify any information provided in an entry should be directed to the Promoter.
- 25. The Promoter's decision is final, and the Promoter will not enter into correspondence regarding the Promotion result.
- 26. It is a condition of accepting the prize that the Winners must comply with all of the conditions of use of the prize and the Prize Supplier's requirements.
- 27. In the case of the intervention of any outside act, agent, or event which prevents or significantly hinders the Promoter's ability to proceed with the Promotion on the dates and in the manner described in these Terms and Conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the Promotion and recommence it from the start on the same conditions.
- 28. The Promoter shall not be liable to any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prizes except for any liability which cannot be excluded by law.
- 29. The Promoter is not responsible for any incorrect or inaccurate information, either caused by the user, or for any of the equipment or programming associated with or utilised in this Promotion, or for any technical error, or combination thereof that may occur in the course of the administration of

this Promotion including omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.

- 30. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- 31. Entry and continued participation in the Promotion is dependent on entrants following and acting in accordance with the Facebook Statement of Rights and Responsibilities, which can be viewed at <a href="http://www.facebook.com/terms.php">http://www.facebook.com/terms.php</a>
- 32. This Promotion adheres to the Terms and Conditions set out in the Facebook Promotion guidelines which can be found at http://www.facebook.com/Promotions\_guidelines.php
- 33. 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 Facebook. Any questions, comments or complaints about this Promotion must be directed to the Promoter and not Facebook.
- 34. All entrants unconditionally and irrevocably release and discharge Facebook from any and all liability in relation to this Promotion.
- 35. All entries become the property of the Promoter. The Promoter collects personal information about the Entrant to enable the Entrant to participate in the Promotion, but no further use of this information will be made without prior consent.
- 36. The Promoter is bound by the Australian Privacy Principles (APPs) in the Privacy Act 1988 (Cth) and by entering the competition, the Entrant is taken to consent to Europear Australia's privacy policy which contains information, among other things, about how the Entrant may access personal information that is held by Europear Australia about them and seek correction of such information. See <a href="http://www.europear.com.au/EBE/module/render/security-and-privacy-policy">http://www.europear.com.au/EBE/module/render/security-and-privacy-policy</a> to view Europear Australia's APP Privacy Policy in full. The Promoter's APP Privacy Policy also contains information about how the Entrant may complain about a breach of the APPs, or a registered code that is binding on the Promoter's organisation and how Europear Australia will deal with such complaints. The Promoter generally does not give an Entrant's personal information to anyone outside of Australia or New Zealand.
- 37. The Promoter is CLA Trading Pty Ltd (trading as Europear Australia) (ABN 81 082 220 399) of 189 South Centre Road, Tullamarine, Victoria 3043, Australia.