

## Telethon Community Cinemas Movie Night

### TERMS AND CONDITIONS

1. Information on how to enter and prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents aged 18 years and over. Employees (and their immediate families) of the Promoter, Aussie franchisees and brokers and agencies 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 1<sup>st</sup> cousin.
3. The promotion starts at **12:00am AWST on 16 April 2021** and ends at **12:00 am AWST on 20 April 2021** (“promotional period”) or until the first 150 customers register.
4. This is a game of chance. To enter, individuals must, during the Promotional Period conduct the following actions on provided entry form.
  - i. **Complete the entry form with details including name, phone number, email address at the webpage before the end of the promotional period** (the participant).
5. 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.
6. Incomplete, indecipherable or illegible entries will be deemed invalid.
7. Limit on entries:
  - (a) Only one (1) entry permitted per person.
8. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
9. This is a game of chance. The draw will take place at **10:00am AWST on 20 April 2021 at Aussie Wembley 327 Cambridge Street, Wembley WA 6007**. The winner will be notified in writing within one (1) business day of the draw.
10. Prize is a 4 general admission tickets to Telethon Community Cinemas on Saturday 24 April 2021 at Burswood Cinema for the double header movie, Raya And The Last Dragon and Onward .
11. There are 400 passes to be won.
12. The winners will be notified via email.
13. The Promoter’s decision is final and no correspondence will be entered into.

14. Any ancillary costs associated with redeeming the prize are not included.
15. If the prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
16. Subject to the unclaimed prize draw clause, if for any reason a winner does not take **the** prize by the time stipulated by the Promoter, then the prize will be forfeited.
17. Prizes, or any unused portion of a prize, is not transferable or exchangeable and cannot be taken as cash, unless specified otherwise.
18. 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.
19. 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.
20. 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, as well as any other implied warranties under the ASIC Act 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.
21. 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 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; or (f) use of a prize.
22. 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 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://www.aussie.com.au/Privacy.htm>. In addition to any use that may be outlined in the Promoter's Privacy Policy, 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 entrant. 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 will not disclose entrant's personal information to any entity outside of Australia.

23. The Promoter is **Cornerstone 63 Pty Ltd ATF Cornerstone 63 Trust ABN 41178996617** of **Aussie Wembley 327 Cambridge Street, Wembley WA 6007**. The Promoter is a credit rep of AHL Investments Pty Ltd ("Aussie") (ABN 27 105 265 861). The Promoter is a credit rep of AHL Investments Pty Ltd "Aussie" (ABN 27 105 265 861). Aussie is a trademark of AHL Investments Pty Ltd. Aussie is a subsidiary of the Commonwealth Bank of Australia ABN 48 123 123 124. © 2020 AHL Investments Pty Ltd Australian Credit Licence 246786.