## Conditions of Entry – 'Mamma Mia! The Musical' 'Lip-Syncing competition.

- 1. Instructions, prizes and information on how to enter form part of these conditions of entry. By entering into or participating in the competition, entrants accept these conditions of entry.
- 2. The Promoter is Ticketmaster Australasia Pty Ltd (ABN 49 089 258 837) of Level 5, 364 Lonsdale Street, Melbourne, Victoria 3000.
- 3. The competition begins at 9am (Perth time) on Monday 14 May and concludes at 9am (Perth time) on Monday 28 May.
- 4. Entry is open to all residents of Australia, excluding employees of the Promoter and Crown Resorts Ltd ACN 125 709 953 and LWAA Pty Ltd (**Promotion Partners**), their immediate families or any organisation, contractor or agent associated with the competition. Persons under 18 years of age must obtain the prior permission of a parent or legal guardian to enter the competition. For the avoidance of doubt, any other age restrictions notified by the Promoter as part of the instructions or information on how to enter the competition apply to restrict entry into, or participation in, the competition.
- 5. The prize consists of the following; Four (4) A-Reserve Tickets to a nominated performance of 'Mamma Mia! The Musical' at Crown Theatre Perth, Private car hire transfers for a total of four (4) people to and from the nominated performance (Perth locations only), Four (4) 'Mamma Mia! The Musical' souvenir programs, a \$250 Crown Gift card and a post-show photo opportunity with cast members of 'Mamma Mia! The Musical'. Total prize is valued in excess of \$1089.80. The prizes are not transferable or exchangeable and cannot be taken as cash. The Promoter reserves the right to change the prize to one of equal or greater value at any time if the prize becomes unavailable.
- 6. To enter, participants must upload a video of themselves to Instagram lip syncing/singing along to any song from 'Mamma Mia! The Musical' using the hashtag #TMWinnerTakesItAll (Participant Video). The Entrant for the purposes of this competition will be the holder of the Instagram account that uploads the Participant Video. The winner(s) will be the first entry drawn at random from all valid competition entries received.
- 7. The draw will take place at 12noon (Perth time) on Tuesday 29 May at Ticketmaster 337 Churchill Avenue, Subiaco WA 6008.
- 8. The winner(s) will be notified by email or private message. If the winner(s) cannot take the prize as stipulated or if it is, then the entry will be forfeited. Subject to applicable law, the Promoter may conduct such further draws as are necessary in order to distribute any unclaimed prizes. If, for any reason whatsoever (including but not limited to the interruption, cancellation or postponement of an event or a change in the personal circumstances of the winner), a winner is not able to use a ticket issued as a prize, the winner will not be entitled to any cash or alternative tickets in lieu of that prize.
- 9. All determinations of the Promoter in connection with the competition are made at its absolute discretion and are final. The Promoter will not enter into correspondence or discussions with any entrant regarding the result of the competition or any other decision of the Promoter in connection with the competition.
- 10. Each prize is issued subject to any terms and conditions applicable to that prize. For the avoidance of doubt, any ticket issued as a prize is subject to the terms and conditions of the Promoter (as the ticketing agent), the venue at which the relevant event is held and the producer or promoter of the relevant event.
- 11. The Promoter reserves the right to request winners to provide proof of identity, proof of residency and proof of the validity of entry. The type of proof that is acceptable is at the sole discretion of the Promoter. If the winner doesn't or can't provide appropriate proof, the winner will forfeit the prize. The Promoter reserves the right to disqualify any entrant for tampering with the entry process or for submitting an entry which is not in accordance with these conditions of entry.
- 12. The Promoter reserves the right to verify the validity of entries and the identification of entrants. The Promoter reserves the right to disqualify any entrant for tampering with the entry process or for submitting an entry which is not in accordance with these conditions of entry.
- 13. The Promoter shall not be liable for 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 relating to the prize except for any liability which cannot be excluded by law (including, without limitation, the Australian Consumer Law).
- 14. The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers or providers, computer equipment, software, technical problems or traffic congestion on the Internet or at any web site or any combination thereof, including any injury or damage to participants or any other person's computer related to or resulting from participation in, or downloading of any

materials in connection with, the competition.

- 15. If for any reason the competition is not capable of running as planned including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of the competition, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process and to cancel, modify or suspend the competition (subject to applicable laws).
- 16. A NSW Trade Promotion Lottery permit, under section 4B of the Lotteries and Art Unions Act 1901, has been issued: permit number LTPM/17/02565 expires 29/11/2018.
- 17. Entrants' personal information will be handled by the Promoter in accordance with the Promoter's Privacy Policy (available at <u>Ticketmaster.com.au</u>) as supplemented by clause 18(below). Any personal information collected will be used by the Promoter for the purpose of conducting the competition (including, without limitation, for the purpose of issuing prizes to winners) and for the purposes outlined in clause 18 (below). Personal information and each Participant Video will be disclosed to organisations, contractors and agents associated with the competition (including but not limited to the Promotion Partners and the person or organisation providing the prize). If an entrant does not provide the personal information requested or the Participant Video, the entrant will not be able to enter into, or participate in, the competition or receive a prize if that entrant is a winner.
- 18. Each Participant Video will be made available to the Promotion Partners and may be used in any advertising or promotional material created or used in connection with Mamma Mia! The Musical. Accordingly:
  - (a) each Entrant consents to the use of their Participant Video (or any part of it) and the Entrant's name, voice, image, likeness, and any and all attributes of their personality as shown in the Participant Video (or any part of it) being used, in any advertising or promotional material created or used in connection with Mamma Mia! The Musical:
  - (b) the Entrant acknowledges that the Participant Video (or any part of it) may be combined with other entrants' Participant Videos and other video footage to produce advertising or promotional material created or used in connection with Mamma Mia! The Musical and this advertising or promotional material may include any film, audio tape, video tape, audio-visual work, photograph, illustration, animation, or broadcast, in any media or embodiment, now known or unknown, including, without limitation, all formats of computer readable media, produced by the Promoter or a Promotion Partner to promote or for the benefit of Mamma Mia! The Musical.
  - (c) Each Entrant represents and warrants that:
    - (i) the Entrant owns all rights in (including without limitation, any intellectual property right, publicity, confidentiality, property or privacy right in) the Participant Video and has the right to grant the rights and licenses set forth in these terms and conditions;
    - (ii) the posting and use of the Participant Video (or any part of it) in accordance with these terms and conditions does not violate, misappropriate or infringe on the rights of any third party, including, without limitation, privacy rights, publicity rights, copyrights, trademark and/or other intellectual property rights;
    - (iii) no royalties, fees, or any other monies are owed by reason of the Participant Video (or any part of it) being posted and used in accordance with these terms;
    - (iv) where any person appears in the Participant's Video other than the Entrant, the Entrant has obtained all necessary consents from that person to post and use the Participant Video in accordance with these terms;
    - (v) the Entrant will not take any action to prevent the Promoter or the Promotion Partners from utilising the Participant Video (or any part of it) in any advertising or promotional material created or used in connection with Mamma Mia! The Musical.
  - (d) Each Entrant agrees to indemnify and hold the Promoter and the Promotion Partners harmless from and against any claims, liabilities, losses, and expenses, arising out of or in any way connected with the Entrant's breach or alleged breach of this clause 17.