

Terms and Conditions: Australian Film Institute - Ultimate AACTA International Awards Experience

THE COMPETITION

1. These terms and conditions relate to the Ultimate AACTA International Awards Experience competition (**Competition**).
2. The promoter of the Competition is the Australian Film Institute (ABN 17 006 725 266), 236 Dorcas Street, South Melbourne, Victoria 3205, telephone number (03) 9696 1844 (**Promoter**).
3. By entering the Competition, you accept these Terms and Conditions.
4. If there is any inconsistency between these Terms and Conditions and anything else that refers to the Competition, these Terms and Conditions prevail.

ELIGIBILITY

5. Subject to clauses 6, 7 and 11, entry to the Competition is open to individual permanent Australian residents who are 18 years of age or over.
6. Employees of, or contractors to, the Promoter and their immediate family members (whether or not they live in the same household) are not eligible to enter the Competition.
7. Entrants acknowledge that even if the Promoter only learns of a person's ineligibility after the Promoter has awarded the Prize (as defined below in clause 12) to the ineligible person, it may require the return of the Prize or payment of its value to the Promoter.

ENTRY

8. The Competition commences at 8.30am AEST on Wednesday, 6 December, 2017 and entries close at 12.01am on Monday 11 December, 2017 (**Promotion Period**).
9. To enter the Competition, eligible entrants must:
 - (a) watch the 7th AACTA Awards broadcast on Channel Seven or Foxtel;
 - (b) within the Promotion Period, complete all fields of the online entry form located at <https://www.aacta.org/win/> and in 25 words or fewer answer the question: *'Tell us what you think was the most glamorous moment from the 7th AACTA Awards presented by Foxtel in Sydney and why?'* (**Question**).
10. Each entrant may enter the Competition once only.
11. Entries that contain any incorrect personal information or incorrect contact details of the entrant will be deemed invalid entries and will not be eligible.

PRIZE

12. There is one (1) prize (**Prize**), consisting of:
 - Two (2) return Main Cabin (economy flights) travelling on Delta Air Lines from Sydney Australia to Los Angeles USA, departing Sydney on 2 January 2018 (Delta Air Lines DL040) and on return departing from Los Angeles USA on 6 January 2018 (Virgin Australia DL6798) arriving into Sydney on the 8 January 2018;
 - If the Prize Winner (defined in clause 22 below) resides outside New South Wales, two (2) return economy flights from the Prize Winner's nearest Australian capital city to Sydney traveling on Virgin Australia to connect with the above international flights;
 - Two (2) premium tickets to attend the AACTA International Awards held in Los Angeles on Friday 5 January 2018;

- Four (4) nights' accommodation for two people, twin share, in a Queen room at the Days Inn Hollywood, Los Angeles (W Sunset Blvd) from 2 January, 2018 to 5 January, 2018 inclusive (checking out on 6 January 2017);

The total Prize is valued at approximately AU\$12,850

CONDITIONS

13. The Prize is non-transferrable and cannot be redeemed for cash or exchanged for an alternative.
14. The Prize Winner and his or her guest must:
 - both be 18 years of age or over;
 - be available to travel from 2 January 2018 to 8 January 2018 inclusive;
 - travel together on the nominated flights;
 - each have a valid passport with at least 6 months validity from the date of return;
 - each obtain a valid ESTA visa (at their own cost) at least 72 hours prior to the departure date.
15. Airport transfers, other transport, spending money, meal costs and other expenses are not included in the Prize and are the responsibility of the Prize Winner and his or her guest.
16. The Prize Winner and his or her guest are responsible for arranging and paying for their own travel insurance.
17. Delta Air Lines and/or Virgin Australia terms and conditions of carriage will apply to the tickets for the flights.
18. Baggage fees may apply and are the responsibility of the Prize Winner and his or her guest.
19. The flight tickets cannot be upgraded and are not valid to earn Skymiles, frequent flyer, loyalty or status credits.
20. Any changes to the travel plans or nominated flights will incur a charge fee per passenger, per change and any change is subject to availability. The Prize Winner is responsible for and must cover any costs associated with changes to flights.
21. It is the Prize Winner's and his or her guest's responsibility to ensure that they each have the requisite visas, vaccinations, valid documentation which meet the requirements of immigration and other government authorities at every destination. Any fines, penalties, payments or expenditures incurred as a result of such document(s) not meeting the requirements of those authorities will be the Prize Winner's and his or her guest's sole responsibility.

JUDGING AND WINNING

22. All complete entries submitted during the Promotion Period will be judged by a panel of three (3) employees of the Promoter (**Judges**) who will determine, in their sole discretion, which entrant best answers the Question (**Prize Winner**).
23. The Prize Winner will, wherever possible, be contacted by email by Wednesday 13 December 2017 and will be advised by the Promoter on how and when the Prize will be provided if it is accepted.
24. The Prize Winner will be announced and have his or her details published on Wednesday 13 December 2017 on the website <https://aacta.org/win/>
25. The Prize Winner will have until 5.00pm on Friday, 15 December 2017 to accept/claim the Prize.

PROVISION OF PRIZE

- 26.** The Prize will be provided to the Prize Winner by tickets and a letter outlining details. The Prize Winner's Prize will be provided within 7 working days of the Prize Winner accepting/claiming the Prize.
- 27.** If the Prize Winner cannot be located the Prize will be kept until 5.00pm on 19 December 2017. If, at the end of that period, either the Prize Winner cannot be located following the Promoter's reasonable efforts, or if the Prize Winner does not accept/claim the Prize by that time, the Prize Winner will forfeit the Prize and the Prize will be awarded to the entrant whose answer to the Question was judged by the Judges, in their sole discretion, as second best. In this case the subsequent Prize Winner will, wherever possible, be contacted by email by 21 December 2017.
- 28.** Any subsequent winner of a previously forfeited Prize (also referred to as a Prize Winner) will be announced and have his or her details published on Friday, December 22, 2017 on the website <https://aacta.org/win/>

GENERAL

- 29.** All entries will be the property of the Promoter and may be used for promotional purposes.
- 30.** All entrants acknowledge that the Promoter has the right to publicise and publish the entrant's name, photographs and likeness.
- 31.** The Prize Winner and his or her guest must make themselves available for photographs if required by the Promoter and acknowledge that the Promoter has the right to use those photographs for publicity in any reasonable manner it sees fit without compensation to the entrant and/or his or her guest. The Prize Winner agrees to participate in any news and other media activities surrounding the Competition (e.g. interview and photo for pages of the Promoter's website).
- 32.** It is the entrant's responsibility to advise the Promoter of any change of personal details and contact details by providing written notice to the Promoter at the above address specified in clause 2. The Promoter bears no responsibility for incorrect personal or contact details which results in individual entrants being invalid from participating in the Competition due to incorrect details on their entry form.
- 33.** The Promoter is not responsible for any incorrect or inaccurate information, either caused by an entrant or for any of the equipment or programming associated with or utilised in the Competition, or for any technical error, or any combination thereof that may occur in the course of the administration of the Competition including any 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.
- 34.** The Promoter is not responsible for lost, late, incomprehensible or incorrect entries in the Promotion Period. The Promoter also accepts no responsibility for any tax implications that may arise from Prize winnings in the Competition. All entrants should seek independent financial advice about such matters.
- 35.** In the event of war, terrorism, state of emergency, disaster or (without limitation) any other event outside the Promoter's reasonable control that would reasonably prevent the Competition from occurring or the Prize from being granted or used, the Promoter is entitled to cancel, terminate, modify or suspend the Competition and/or the Prize subject to written direction from any relevant regulatory authority if required.
- 36.** If for any reason the Competition is not capable of running as planned (including but not limited to) technical failures, unauthorised intervention, fraud or any other causes beyond the Promoter's control

which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Competition, the Promoter is entitled in its sole discretion to cancel, terminate, modify or suspend the Competition subject to written direction from any relevant regulatory authority if required.

- 37.** Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 38.** In the event there is a dispute concerning the judging of the entries, the conduct of the Competition or the awarding of a Prize, the decision of the Judges and/or Promoter will be final and no correspondence will be entered into.
- 39.** The entrant releases the Promoter and its related bodies from any and all causes of action, losses, liability, damage, expense (including legal expenses) cost or charge suffered, sustained or in any way incurred by the Prize Winner and/or his or her guest and from loss or damage to any physical property of the Prize Winner, or any injury to or death of the Prize Winner, his or her guest or any other person arising out of, or related to, or in any way connected with the Prize, using the Prize or participating in the Competition.
- 40.** In the event of any third party, other than the Promoter, cancelling any event or failing to provide any goods or services relating to the Competition including the Prize, the Promoter will not be held responsible.
- 41.** To facilitate the entrant's participation in the Competition, the Promoter may disclose the entrant's personal information to other companies associated with the Competition and may use the entrant's personal information for the purposes of administering the Competition.