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**The Greater Union Organisation Pty Ltd ("Promoter")**

**Arthur Christmas Promotion ("Promotion")  
Conditions of Entry**

1. Information on how to enter the Promotion and the prize (which is to be taken before 31 December 2012) form part of these Conditions of Entry.
2. Entry into this Promotion is deemed to be acceptance of these Conditions of Entry.

The Promotion is open to individuals who:

- i. are residents of Australia; and
- ii. if under 18 years of age have obtained their parent or guardian's consent to enter the Promotion on these Conditions of Entry and whose parent or guardian has agreed to these Conditions of Entry; and
- iii. are not employees (or immediate family of such employees) of the Promoter, or any of its related corporations or any of the agencies associated with the Promotion (including suppliers of the prize); and
- iv. have not been discovered to have breached Conditions of Entry of previous contests run by the Promoter ("Entrants").

Immediate family members means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child, parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1<sup>st</sup> cousin.

3. By entering this promotion, Eligible Participants agree to be bound by these terms and conditions. The Promoter reserves the right to verify the validity of entries and to disqualify any entrant who tampers with the entry process or who submits an entry that is not in accordance with these Conditions of Entry. It is condition of entry that Eligible Participants are able to accept the prizes as stated. Inability to accept a prize as stated, on the dates indicated, will deem the participant an ineligible entrant and any prize won will be forfeited.
4. All prices stated are in Australian dollars, represent the recommended retail price ("RRP") and include GST. All references to times and dates are to times and dates in Sydney, which may be Australian Eastern Standard Time (**AEST**) or Australian Eastern Daylight Saving Time (**AEDST**) depending on the date. All times are stated using the 24-hour clock.

**KEY DATES**

5. The promotion commences on **Monday, 31 October 2011** at 00:01 (AEDST) and concludes on **Wednesday 07 December 2011** at 23:59 (AEDST) ("**Promotion Period**").
  6. No responsibility will be taken by the Promoter for any ineligible or lost entries or entries submitted or received by the Promoter after the closing date. Entries that do not comply with these terms and conditions are incomplete, or submitted or received by the Promoter after the closing date will be declared void.
  7. The competition prize draw for the winner will take place at 12.00 **AEDST** on **Thursday 08 December 2011**, at The Greater Union Organisation, at Level 21 227 Elizabeth Street, Sydney NSW 2000.
  8. The winner of the Major Prize Draw will be notified immediately by telephone and mail relying on contact details provided by the entrant.
  9. The winner will have their details (initial, surname and postcode) published in the public notices section of The Australian newspaper on **Thursday 15 December 2011**. The result of the prize draw is final and no correspondence will be entered into.
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**UNCLAIMED PRIZE DRAW:** The Promoter reserves the right to redraw the prize in the event of an entrant failing to comply with these terms and conditions or forfeiting or not claiming the prize by **Thursday 08 March 2012**. If the prize remains unclaimed by that date, a second draw will be held at 12.00pm AEDST on **Thursday 29 March 2012** at the same location as the original draw. Disposal of any unclaimed prizes may be made subject to any written directions given by any government authority and pursuant to any relevant legislation. The unclaimed prize draw winner will be contacted by phone and mail immediately. Any winner will also be announced in The Australian newspaper on **Thursday 05 April 2012**.

## HOW TO ENTER

10. To enter the Major Prize Draw an Entrant will be required to:
  - i. purchase a Family Pass to see any session of "**Arthur Christmas**" in a standard, Vmax, or Gold Class cinema, online at [www.eventcinemas.com.au](http://www.eventcinemas.com.au) via Facebook or via the Pocket Cinema iPhone or iPad application or via mobile phones at [m.eventcinemas.com.au](http://m.eventcinemas.com.au) OR
  - ii. purchase a ticket to see any session of "**Arthur Christmas**" in a standard, Vmax, or Gold Class cinema, online at, [www.villagecinemas.com.au](http://www.villagecinemas.com.au), on your smart phone with village mobile ticketing at [m.villagecinemas.com.au](http://m.villagecinemas.com.au) during the competition dates to automatically be entered into the draw; and
  - iii. Entrants will receive one entry in each applicable draw for each ticket purchased (the cost of phone entry is a maximum of \$0.55 including GST and will not exceed that amount. Entry by phone must be sent via an Australian mobile telephone carrier); and
11. Any cost associated with accessing the Promotion website is the Entrant's responsibility and is dependent on the Internet service provider used.
12. The first eligible entry drawn will win the Major Prize.

## ENTRY REQUIREMENTS & VERIFICATION

13. One entry per Movie Ticket confirmation per person will be permitted.
14. All entries in the Promotion may be subject to verification by the Promoter, including:
  - i. Entrants **MUST** retain their movie ticket or their online booking confirmation or their credit card statement (evidencing their Qualifying Purchase) for all entries submitted as proof of purchase ("**Proof of Purchase**"). Entrants may be required to, within 7 days of being asked to do so, send their Proof of Purchase to the Promoter in order to validate their entry. A reply paid address will be provided to Entrants. Entrants must also retain a photocopy of the Proof of Purchase submitted for verification purposes. The Promoter recommends that Entrants send their Proof of Purchase via registered post, however this is not a Condition of Entry; and
  - iv. All Entrants **MUST** also deliver to the Promoter (by a means reasonably determined by the Promoter) copies of any other documents the Promoter may request establishing eligibility to enter or win the Promotion, including but not limited to evidence of age, residence or identity ("additional documentation"). The Promoter may make one or more requests for such documents. Once the identity of documents available is established, an Entrant must deliver requested copies within 7 days of being asked to do so. At the Promoters request, an Entrant **MUST** also, within 7 days of being asked to do so, **allow** the Promoter to inspect a copy of the original of any such document.

15. The Promoter may, at its absolute discretion, disqualify any Entrant and declare any or all entries made by an Entrant invalid if Entrant/s:
  - i. Tamper with the entry process, including use of any automated entry software or any other mechanical or electronic means that permit the Entrant to automatically enter repeatedly; or
  - ii. Shares proof of purchase requirements in order to gain a competitive advantage over other Entrants; or
  - iii. Tampers with the operation of the Promotion or web site or found to be using multiple aliases, household addresses or email addresses; or
  - iv. Acts in a disruptive manner; or
  - v. Fails to establish their entitlement to enter the Promotion to the Promoter's reasonable satisfaction; or
  - vi. Fails to produce items as required or produces items that, in the Promoters opinion, are illegible, stolen, forged, reconstructed, altered, incomplete or tampered with in any way; or
  - vii. Acts in violation of these Conditions of Entry.

#### **ENTRY DETAILS**

16. Entrants can only enter in their own name.
17. Entries are deemed to be received at the time of receipt in the Promotion database and NOT the time of transmission by the Entrant.
18. Incomplete, illegible or incorrect entries, entries which are not in the required format or which contain offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win a prize.

#### **MAJOR PRIZE**

19. There is one Major Prize available to all Entrants. The first valid entry drawn in the Major Prize Draw will win;

##### **Major prize details:**

- o Return economy flights for two adults and two children from the winner's nearest capital city to Rovaniemi, Finland (flight associated taxes are included)
- o 5 nights accommodation in a family room at The Hotel Santa Claus
- o \$1,500 Spending money
- o Return airport transfers – Rovaniemi / Hotel
- o Snowmobile safari to the reindeer farm
- o Visit to Santa Claus village
- o Travel insurance

##### **Total Prize Pool: \$23,400 AUD**

20. Prize values are accurate as at **Friday 21 October 2011** in AUD. The Promoter accepts no responsibility for any change in prize value between now and the ultimate travel date. The winner is not entitled to receive any money from any party if there is a difference between the maximum prize value and the actual prize value at the time of the draw.

#### **PRIZE CONDITIONS**

21. Prize must be taken as stated and no compensation will be payable if the winner is unable to use the prize as stated.
22. Prizes may be transferred at the discretion of the Promoter. Prizes are not exchangeable or redeemable for cash or any other goods or services nor can they be re-sold or taken in parts.

The Promoter accepts no responsibility for any variation in the value, performance, or availability of any prize. The Promoter reserves the right to amend or substitute the advertised prize for a prize of equivalent or greater retail value if, for any reason beyond the Promoters control, the Promoter are not able to give the prize-winner the advertised prize, subject to State legislation. Any incidental costs relating to the prize are the responsibility of the winner.

23. The prize is based on 2 Adults and 2 Children (ages 11 years or under).
24. Accommodation is based on 4 people sharing a room and a credit card may be requested upon check into the hotel for any incidentals.
25. Prize redemption and travel cannot occur over any public holidays.
26. The prize winner and their companions must travel on the same flight. Travel arrangements to and from the prize winner's nearest Australian capital city airport do not form part of the prize and are the responsibility of the prize winner and their companions. Any alterations to flights that have been confirmed by the prize winner and/or accommodation details will be at the expense of the prize winner and their companions. Itinerary to be determined by Promoter in its absolute discretion. In the event that flights are not available, Promoter reserves the right, where practical, to offer alternative travel arrangements.
27. The Promoter and its associated agencies and companies make no representation as to the safety, conditions or other issues that may exist at any destination. International travel advice can be obtained from various sources, including government, local consular offices and the website of the Australian Department of Foreign Affairs and Trade. The winner and their companions must possess valid Australian passports with a minimum of (6) six months validity from the date of scheduled return to Australia. It is the responsibility of the winner and their companions to ensure that they have full and correct documentation for travel. The Promoter and its associated agencies and companies will not be held responsible for any loss or delay that may occur as a result of any passport or visa not being produced for travel. It is the responsibility of the winner and their companions to organise their own visas for their travel.
28. The Major Prize winner (and their travelling companions) are responsible for all other expenses including spending money, meals, drinks, phone calls, transfers (unless specified), laundry charges, activities (unless specified), energy surcharges, hotel car parking, other hotel incidentals, visas, ground transportation, taxes that are not included in the price of the ticket, related insurance, gratuities, service charges, passports, travel insurance (unless specified), pre and post accommodation, optional activities or excursions, merchandise or any other costs of a related, ancillary or incidental nature and all other ancillary costs. Unless expressly stated in these terms and conditions all other travel and prize related expenses become the responsibility of the winner. A credit card imprint or cash deposit may be required from the prize winner at check-in to the hotel for all incidental charges.
29. If the Major Prize winner is under the age of 18 as at the date of the draw, an adult must accompany the minor in the participation of the prize.
30. As a condition of accepting a prize, the winner and companions must sign any legal documentation as and in the form required by the Promoter and/or Prize Providers in their absolute discretion, including but not limited to a legal release and indemnity form.
31. If for any reason the Major Prize winner or travelling companions do not, once the Major Prize has been booked, personally take the prize or an element of the prize at the time stipulated, then that element of the Major Prize will be forfeited and will not be redeemable for cash.
32. Air tickets are available on the regular scheduled services of each airline and are subject to seasonal embargos. Flight itinerary may have to be adjusted depending on the airlines

departure city and their current flight schedule. Frequent Flyer points or any other airline loyalty reward program points are not available from any airline.

33. It is the travellers' personal responsibilities to ensure that they have valid documentation, which meet the requirements of immigration and other government unauthorised at every destination. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be the sole responsibility of the travellers.
34. The prize choice is subject to the standard terms and conditions of individual prize and service providers.
35. The prize is subject to availability. In the event an element of the prize outlined in the above is cancelled or postponed for any reason, the winner forfeits the specified element and no cash or alternative offer will be granted in lieu of that part of the prize.
36. The Promoter, prize provider and activity operators, in their absolute discretion, at all times reserve the right to:
  - (a) prevent the winner and/or their companions from participating in the Activity if, at any time, they reasonably believe that they pose a safety risk or for any other reason; and/or
  - (b) cancel the Activity if the conditions are deemed dangerous; and/or
  - (c) vary and/or substitute the prize (or part thereof) without notice with a prize to the equal value and/or specification, subject to any written directions from a State and/or Territory regulatory authority.

#### **PRIZE WINNER**

37. A prize will only be awarded where the prize winner's proof of purchase and, if applicable, additional documentation fulfils all of the requirements of the Promoter's verification tests and procedures. Verification and procedures are determined by the Promoter at its absolute discretion.
38. If the winner selected is deemed not to comply with the terms and conditions of this Promotion, their entry will be declared invalid and a new prize winner will be determined in the Unclaimed Prize Draw.
39. To the full extent permitted by law, the Promoter, its associated companies and agencies exclude all liability for any loss (including any damage, claim, injury, cost or expense) which is suffered or incurred by any Entrant and/or prize winner in connection with the Promotion or prizes, including:
  - i. any indirect, economic or consequential loss or loss of profits;
  - ii. any loss arising from the negligence of the Promoter, its associated companies and agencies;
  - iii. any liability for personal injury or death.
40. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought by the winner.
41. The Promoter, other entities associated with this competition and their related bodies corporate, and each of their officers, employees and agents shall not be liable for and shall be held harmless in respect of any loss, damage, or injury whatsoever which is suffered (including but not limited to direct or consequential loss) or sustained, as a result of or arising from the winner's acceptance and use of the prize, except to the extent that any such liability cannot be excluded by law.

42. Entry details remain the property of the Promoter. Acceptance of the prize is deemed to be acceptance by the winner of these terms and conditions and approval to use the winner's name and photograph for publicity purposes, unless specifically requested by the winner not to do so at the time of entering the competition. Further, the winner may be required to participate in a media interview/s and/ or other promotional engagement as determined by the Promoter. A photograph of the winner experiencing the prize is required to be provided to the Greater Union Organisation Pty Ltd for use on via their marketing assets and social media pages, at a later date.

## GENERAL

43. If the competition does not run for its duration due to, but not limited to, computer viruses, tampering, unauthorised intervention, fraud, technical failures or any other cause beyond the Promoter's control that corrupts or affects administration, security, fairness 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. The Promoter will not be responsible for:
- (a) Malfunction, delay or traffic congestion on any telephone network or line, computer on-line system, servers or providers, computer equipment, software, or website;
  - (b) Failure of any entry to be received by the Promoter as a result of those matters; nor
  - (c) Any injury or damage to entrants or any other person related to or resulting from participation in the competition or downloading any materials relating to the competition.
44. The Promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason.
45. 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 Conditions of Entry, 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 or reschedule the Promotion, subject to state legislation.
46. 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 any combination thereof that may occur in the course of the administration of this Promotion 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 claims.
47. 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 of Entry, 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.
48. The Promoter and its associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission; communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.

49. If for any reason this Promotion is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the reasonable control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the Promotion, subject to any written direction given under State Regulation.
50. The Promoter assumes no responsibility for:
- I. any error, omission, interruption, or delay in the operation or transmission of any communication sent to (or by) the Promoter or any Entrant whether caused by problems with communication networks or lines, computer systems, software or internet service providers, congestion on any carrier network or otherwise; or
  - II. any technical difficulties with the entry mechanism and does not warrant that the entry mechanism will be available at all times; or
  - III. any theft, destruction or unauthorised access to, or alteration of such communications; or
  - IV. any problem with, or technical malfunction of, any computer system or other equipment used for the conduct of the Promotion; or
  - V. any incorrect or incomplete information which may be communicated in the course of the administering this Promotion.

**CAUTION:** Any attempt to deliberately undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law.

#### **PERSONAL INFORMATION**

51. The Promoter and their associated agencies and companies assume no responsibility for any error, omission, interruptions, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.
52. All claims and any copyright subsisting in the claims become and remain the property of the Promoter. The Promoter collects personal information about Entrants to include Entrants in the promotion and where appropriate award any offer. If the personal information requested is not provided, the Entrant may not participate in the promotion. By participating in the promotion, each Entrant also acknowledges that a further primary purpose for collection of Entrants' personal information by the Promoter is to enable the Promoter to use the information to assist the Promoter in improving goods and services and to contact Entrants in the future with information on special offers or provide Entrants with marketing materials via any medium including mail, telephone and commercial electronic messages (SMS (Short Message Service), MMS (Multimedia Message Service), IM (Instant Messaging) and email) or any other form of electronic, emerging, digital or conventional communications channel whether existing now or in the future. The Promoter may share information with its Australian related companies who may contact Entrants with relevant special offers in this way. Personal information may also be accessed by the Promoter's marketing and website service providers for the purpose of processing and conducting the promotion and assisting with marketing communications. By entering the promotion, each Entrant agrees that the Promoter may use Entrants' personal information in this manner. Entrants can also request to gain access to, update or correct any personal information by contacting the Promoter at the address or phone number below. Entrants wishing to opt out of the Promoter's marketing communications can also use the address or phone number below. All personal information will be stored at the office of the Promoter.

53. All Entrants personal information may be disclosed to State and Territory lottery departments and winner's names published as required under the relevant lottery legislation.
54. The Promoter is The Greater Union Organisation Pty Ltd (ABN 99 000 024 439), Level 20, 227 Elizabeth Street Sydney NSW 2000, telephone number (02) 9373 6600.
55. Authorised under NSW Permit No. LTPS/11/10144, ACT Permit No. TP11/04431, VIC Permit No. 11/2361 & SA Licence No. T11/2387.