

Full Terms & Conditions Heineken City Shapers Festival Promotion

INTRODUCTION:

1. Information on how to enter and prizes form part of these Terms and Conditions. By participating, entrants agree to be bound by these Terms and Conditions. Entries must comply with these Terms and Conditions to be valid.
2. Entry is only open to Australian residents aged 18 years or over but prizes will take place in Sydney, Melbourne, Brisbane and Perth only. The following persons are ineligible to enter:
 - a. directors, management and employees (and their respective Immediate Families) of the Promoter;
 - b. the Promoter's retailers, suppliers, associated companies and agencies who are associated with the Promotion including Print and Digital Publishing Pty Ltd (ABN 50 125 441 812) the publisher of Time Out in Sydney, Brisbane and Perth ("Time Out"), prize suppliers and their directors, management and employees (and their respective Immediate Families).

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 1st cousin.

3. The promotion will commence at 00.00 AEST on 29/06/16 and closes at 23.59 AEST on 28/07/16 ("Promotional Period").

HOW TO ENTER:

4. To enter, an eligible person must, during the Promotional Period:
 - a. visit the website www.heinekencitiesfestival.com.au ("Promotional Website");
 - b. submit his or her first and last name, postcode, state, email address, date of birth, mobile number where indicated on the Promotional Website;
 - c. select the city in which they'd like to attend the Heineken City Shapers Festival;
 - d. submit an answer to the following question where indicated on the Promotional Website: *"Tell us in 25 words or less which Global city you would like to experience at the event, and why"*
5. Each entrant warrants that any entry that he or she submits as part of this promotion:
 - a. was authored solely by him or her, and no other person;
 - b. is not defamatory;
 - c. contains nothing lewd, vulgar, inappropriate or obscene;
 - d. does not promote bigotry, racism, hatred, or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
 - e. does not infringe the intellectual property rights, moral rights or any other rights of another person; and
 - f. does not involve any other unlawful conduct.

6. Incomplete or indecipherable entries will be deemed invalid.
7. An entry must be received by the Promoter before the end of the Promotional Period or it will not be accepted. Entries are deemed to be received at the time of receipt by the Promoter, not at the time of electronic transmission by the entrant.
8. This competition is a game of skill. Chance plays no part in determining the winners. All entries will be judged individually on the originality and uniqueness of the entry, the level of creativity the consumer has displayed and literary merit. Judging will take place at Level 6, 68 York Street, Sydney, NSW 2000 at 10:00 AEST on each of the following dates:
 - a. **08/07/16**, for entries received before 23.59 AEST on 07/07/2016 – the best eight (8) entries will win a Sydney Prize;
 - b. **15/07/16**, for entries received before 23.59 AEST on 14/07/16 (but excluding winning entries or entries of winners for the Sydney Prizes) – the best fourteen (14) entries will win a Brisbane Prize;
 - c. **22/07/16**, for entries received before 23.59 AEST on 21/07/16 (but excluding winning entries or entries of winners for the Sydney Prizes or the Brisbane Prizes) – the best twelve (12) entries will win a Perth Prize; and
 - d. **29/07/16**, for entries received before 23.59 AEST on 28/07/16 (but excluding winning entries or entries of winners for the Sydney Prizes, the Brisbane Prizes or the Perth Prizes) – the best fourteen (14) entries will win a Melbourne Prize.

Entries for the Sydney, Brisbane and Perth Prizes will be judged by a panel of judges appointed by Time Out. Entries for the Melbourne Prizes will be judged by a panel appointed by the Promoter. The judges may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant.

9. 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.
10. Multiple entries permitted, subject to these conditions. Each entry must be submitted separately and in accordance with entry requirements and these Terms and Conditions. The Promoter reserves the right, in its absolute discretion, to block any ineligible entry or any ineligible entrant from entering the Promotion through the Promotional Website at any stage.
11. Limit applies of one prize per person only across all entry periods.
12. The judges' decisions are final and binding. No correspondence will be entered into.

PRIZES:

13. There will be 48 Prizes in total, comprising eight (8) Sydney Prizes, fourteen (14) Brisbane Prizes, twelve (12) Perth Prizes and fourteen (14) Melbourne Prizes. Nature of prize will vary from city to city and will depend on which entry period the winning entry was submitted.

14. Each Sydney Prize (valued at RRP \$280) comprises:
 - a. entry for one (1) winner and three (3) guests chosen by the winner ("Guests") to an exclusive Heineken Time Out City Shapers Festival event hosted at an inner-city Sydney location chosen by Heineken (the "Sydney Festival"), on 13/07/16; and
 - b. food and drinks for the winner and Guests at the Sydney Festival (up to the value of RRP \$280*).
15. Each Brisbane Prize (valued at RRP \$280) comprises:
 - a. entry for one (1) winner and three (3) guests chosen by the winner ("Guests") to an exclusive Heineken Time Out City Shapers Festival event hosted at an inner-city Brisbane location chosen by Heineken (the "Brisbane Festival"), on 20/07/16; and
 - b. food and drinks for the winner and Guests at the Brisbane Festival (up to the value of RRP \$280*).
16. Each Perth Prize (valued at RRP \$280) comprises:
 - a. entry for one (1) winner and three (3) guests chosen by the winner ("Guests") to an exclusive Heineken Time Out City Shapers Festival event hosted at an inner-city Perth location chosen by Heineken (the "Perth Festival"), on 27/07/16; and
 - b. food and drinks for the winner and Guests at the Perth Festival (up to the value of RRP \$280*).
17. Each Melbourne Prize (valued at RRP \$320) comprises:
 - a. entry for one (1) winner and three (3) guests chosen by the winner ("Guests") to an exclusive Heineken City Shapers Festival event hosted at an inner-city Melbourne location chosen by Heineken (the "Melbourne Festival"), on 04/08/16; and
 - b. food and drinks for the winner and Guests at the Melbourne Festival (up to the value of RRP \$320*).
18. Each prize winner (and his/her Guests) are responsible for any further costs not associated with redeeming the prize which are not otherwise specified in these Conditions, including but not limited to, travel and transfers to and from the venue at which the prizes will be provided, additional food and beverage expenses other than those outlined and additional miscellaneous expenses incurred from accepting the prize.
19. Winners will be contacted via email and/or phone within one (1) day of the relevant judging date. To accept a prize, winners must confirm their event attendance via email and provide proof of identity. Upon accepting, winners will be issued an Eventbrite ticket, which they will need to bring to the event. Each prize winner must finalise acceptance for themselves and their Guests within two (2) days of the relevant judging date. Each prize winner is responsible for providing all documents and information requested by the Promoter to complete their Festival admission within the outlined acceptance period.

GENERAL

20. The total maximum prize pool for all components of this promotion is \$14,000.
21. The winner of a prize may not request an alternative prize, but may forfeit the prize at any time.
22. All costs not expressly listed in paragraphs 14, 15, 16 & 17 above, including but not limited to taxes (excluding GST), fuel, frequent flyer points, meals and beverages (unless specified), in-room charges, transfers (unless specified), activities (unless specified), travel

- and other insurance, incidentals, spending money, items of a personal nature and any and all other ancillary expenses, are the sole responsibility of the winner and his or her Guests.
23. Each prize is a single event admission for the winner and his or her Guests, and cannot be separated into separate admissions or components. The winner and his or her Guests must arrive together at the relevant festival and enter as a group. The prizes do not include transport between the residential address of the winner or his or her Guests and the venues at which the prizes are provided, either at departure or upon return.
 24. Guests must be aged 18 years or over. The winner of a prize must immediately provide a copy of these Terms and Conditions to his or her Guests. By agreeing to participate in a prize, each Guest agrees to be bound by these Terms and Conditions in the same manner, and to the same extent, as the winner.
 25. A prize must be taken on the relevant dates specified in paragraphs 14, 15, 16 & 17 above, and cannot be taken at any other time.
 26. Winners and each of his or her Guests must bring photo identification and be dressed 'smart casual' in order to participate in a prize, which means:
 - a. for females, dress shoes or flats, no excessively revealing clothing, no sportswear or swimwear and no clothing displaying offensive material; and
 - b. for males, closed shoes, no torn jeans, no shorts, no singlets, no flip flops, no sportswear or swimwear and no clothing displaying offensive material.
 27. Each prize winner must accept and claim the prize in accordance with these Terms and Conditions, or else he or she will be taken to have forfeited his or her right to any prize.
 28. The Promoter will make all reasonable attempts to identify and contact each prize winner via phone and in writing. In the event that a prize winner cannot be identified or contacted by the time stated, despite all reasonable attempts to do so by the Promoter, or a prize is unclaimed by that time for any other reason whatsoever (including because the winner has forfeited his or her right to that prize, the prize winner does not accept and claim the prize in accordance with these Terms and Conditions, the winner or the winning entry does not comply with these Terms and Conditions, or otherwise), the Promoter may award the prize to the first reserve and so forth or dispose of that prize as it sees fit.
 29. Before any prize is awarded, the Promoter may require the winner and his or her Guests to each sign an agreement or deed to release the Promoter (and one or more of the service providers or prize suppliers associated with the promotion including Time Out) from, and indemnify the Promoter (and one or more of the service providers or prize suppliers associated with the Promotion including Time Out) against, any loss, damage or injury arising from the use or participation in any component of the prize, except to the extent any loss, damage or injury is due to the negligence or willful misconduct of the Promoter.
 30. Redemption, participation in and acceptance of a prize is subject to the terms and conditions of any service provider or prize supplier associated with the Promotion. The Promoter and all service providers and prize suppliers associated with the promotion expressly reserve the right to eject the winner and/or his or her Guests or any inappropriate behaviour while participating in any element of a prize.
 31. If any prize (or component thereof) becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a prize (or any element thereof) of equal or greater RRP value at the Promoter's sole discretion, subject to any written directions from the relevant authorities. Winners will not be entitled to any additional compensation in the event that the prize or gift (or component thereof) has been substituted at equal or greater RRP value.
 32. Prizes or any portions thereof, are not transferable, exchangeable or redeemable for cash. No part of the prizes can be resold (at a premium or otherwise), advertised or offered for resale on the Internet or any other medium. Stated prize values are the recommended retail

value (including GST) in Australian dollars, are provided by the supplier and are correct at the time of printing.

33. To the extent permitted by law, the Promoter accepts no responsibility for:
- a. any late, lost or misdirected claims or other communications; or
 - b. any Internet traffic congestion or problems with, or technical malfunction of, any hardware or software, including but not limited to any damage to the hardware or software of any entrant or other persons related to participation in the Promotion.

The Promoter's decision is final and binding; no correspondence will be entered into.

34. The Promoter takes no responsibility should an entrant or a winner not have the software, hardware or mobile phone plan that permits access to, and use of, the Promotional Website or to receive notifications about a prize or to accept a prize. Any cost associated with accessing the Internet or downloading data on a mobile device, or using any device to access and use the Promotional Website, or to receive notifications about a prize or to accept a prize, is the sole responsibility of the entrant or the winner and is dependent on the internet/mobile service provider used.
35. The Promoter reserves the right to request verification of age, identity, residential address of winners and Guests and any other information relevant to entry into or participation in this promotion. Verification is at the discretion of the Promoter, whose decision is final. The Promoter reserves the right to disqualify any individual who provides false information, fails to provide information, conspires with others to gain an unfair advantage or who is otherwise involved in any way in interfering, manipulating or tampering with this promotion.
36. Participants consent to the Promoter using his or her 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 purposes of promoting this competition (including any outcome), or promoting any products manufactured, distributed and/or supplied by the Promoter.
37. To the extent permitted by law, the Promoter (including its officers, employees and agents) will not be responsible for any acts of god, acts of terrorism or war (declared or undeclared), state of emergency, disaster, technical failures, security breaches, tampering, unauthorised intervention, fraud, computer viruses or other events beyond the Promoter's control which affect the proper or reasonably anticipated conduct or administration of this promotion, or prevent the awarding of a prize in accordance with these Terms and Conditions. If such an event occurs, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion, subject to any written directions from a relevant regulatory authority.
38. Nothing in these Terms and Conditions limits, excludes or modifies the statutory consumer guarantees provided under the *Competition and Consumer Act 2010* (Cth), or any other implied warranties under any legislation in Australia. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability (including for negligence), for any personal injury or any loss or damage (whether direct, indirect, special or consequential) arising in any way out of this promotion, including but not limited to where such injury, loss or damage arises out of: (a) an entrant accepting and/or using a prize; (b) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (c) any theft, unauthorised access or third party interference; (d) any entry or prize claim that is lost, altered, damaged or misdirected due to any reason beyond the reasonable control of the Promoter; (e) any variation in prize value to that stated in these Terms and Conditions; (f) any tax liability incurred by a winner, his or her Guests or an entrant, and any tax liability incurred by the recipient of a prize; (g) participation in this promotion or any component of a prize by an entrant or winner or his or her Guests; (h) the conduct, act or omission of any service provider or prize associated with this promotion; or (i) cancellation or postponement of any portion of a prize for any reason beyond the reasonable control of the Promoter.

39. Entrants will be refused service of alcohol or provision of an alcoholic beverage prize if it would breach any relevant laws, codes or policies including those of the relevant liquor licensee relating to the responsible service of alcohol. The Promoter supports the responsible service of alcohol. Legal aged consumers are advised to consider the safe drinking levels recommended in the National Health and Medical Research Council Australian Alcohol Guidelines. The Guidelines are available at <http://www.nhmrc.gov.au/publications/synopses/ds10syn.htm>. Participation in this promotion is subject to the licensee's liquor serving policy.
40. The agreement which comes into force under these Terms and Conditions is governed by, and must be construed in accordance with, the laws in force in New South Wales, and the Promoter and any consumer who participates in this promotion submit to the exclusive jurisdiction of the courts of that State in respect of all matters arising out of or relating to these Terms and Conditions, and the performance or subject matter of this promotion.
41. Entries remain the property of the Promoter. Details from entries will be collected and used for the purpose of conducting this promotion (which may include disclosure to third parties, including local lottery authorities, for the purpose of processing and conducting the promotion) and for promotional purposes surrounding this promotion. By entering this promotion entrants consent to the use of their information as described and agree that the Promoter may use this information, or disclose it to other organisations that may use it, in any media for future promotional, marketing and publicity purposes and/or otherwise in accordance with the Promoter's privacy policy, without any further reference or payment to the entrant. Entrants may access, change and/or update their personal information and obtain a copy of the Promoter's privacy policy by contacting the Promoter on 1800 308 388 during office hours.
42. The Promoter is Heineken Lion Australia Pty Ltd (ABN 74 109 055 236) of Level 7, 68 York Street, Sydney NSW 2000, telephone (02) 9320 2200.

Abbreviated Terms & Conditions Heineken City Shapers Festival Promotion

FULL T&CS AT www.heinekencitiesfestival.com.au. Entry is open to Aus residents 18+ but prizes will take place in Sydney, Melbourne, Brisbane or Perth only. Promotion commences 29/06/16 and closes 28/07/16 ("Promo Period"). Limit to 1 prize per person. To enter, visit www.heinekencitiesfestival.com.au during Promo Period, submit required contact details and answer: *"Tell us in 25 words or less which Global city you would like to experience at the event, and why"* Most creative and original answers will win the prizes. Total 48 prizes to be won. There are 4 entry periods: (a) 8 Sydney Prizes (which takes place on 13/07/16) to be won for entries on/before 08/07/16; (b) 14 Brisbane Prizes (which takes place on 20/07/16) to be won for entries on/before 14/07/016; (c) 12 Perth Prizes (which takes place on 27/07/16) to be won for entries on/before 21/07/16; and (d) 14 Melbourne Prizes (which takes place on 04/08/16) to be won for entries on/before 28/07/16. Each prize includes entry to an exclusive Heineken festival in the relevant city for winner and 3 guests 18+ on the specified date. Nature of prizes will vary from city to city. Total max RRP value for all prizes \$14,000. OTHER CONDITIONS APPLY, details in FULL T&Cs. Promoter is Heineken Lion Australia Pty Ltd (ABN 74 109 055 236) of Level 7, 68 York Street, Sydney NSW 2000, telephone (02) 9320 2200.