## **Europcar Australia**

## Win Your Way to Meet Coldplay Competition

## **Terms and Conditions**

- 1. Information on how to enter forms part of the terms of entry. Entry into the competition is deemed acceptance of these terms.
- 2. This competition is both a game of chance and a game of skill. The Major Prize Competition is a game of chance. The Minor Prize Competition is a game of skill.
- 3. The competition commences on Monday 26 September 2016 at 00:01 (AEST) and concludes on Sunday 6 November 2016 at 23:59 (AEDT) ("Competition Period").
- 4. Open to residents of Australia and New Zealand aged 21 years or over, who hold a valid drivers' license. However, employees and their immediate families of the Promoter, Salmat Digital Pty Limited, and their associated agencies and companies are not eligible to enter.
- 5. To enter the Major Prize competition participants must:
  - a. Book a rental vehicle from Europear in Australia or New Zealand between Monday 26 September 2016 and Sunday 6 November 2016 (Competition Period) and;
  - b. Register their details, including but not limited to their full name, address, state, mobile number, email address, booking number, and rental agreement number at:
    - i. www.ultimatecoldplayexperience.com.au

or

ii. www.ultimatecoldplayexperience.co.nz

whichever URL is relevant to their Country of residence.

- c. The entrant must be the named driver on the rental agreement.
- d. Valid for bookings that include rental pickups between Monday 26 September and Wednesday 23 November 2016 ("Rental Period").
  - i. If the booking is cancelled or refunded at any time during the Rental Period then the entry will be deemed invalid.
- e. Limited to one (1) entry per booking/rental agreement number.
- 6. To enter the Minor Prize Competition participants must;
  - a. Log onto Facebook
  - b. "Like" the Europear Facebook Page
    - i. www.facebook.com/EuropcarAU/

- c. Comment on the Competition Entry Post and explain in 25 words or less "Why do you want to see Coldplay live and where?"
- d. Participants must select their preferred event location when entering the Minor Prize Competition via the Europear Facebook Page.
- e. "Like" and "Share" the Competition Entry Post
- f. Limited to one (1) entry per Facebook account.
- 7. The competition will be advertised in the following locations:
  - a. All Europear stations in Australia and New Zealand
  - b. In car promotion
  - c. Email communication to the Europear database
  - d. Social media
  - e. www.europcar.com.au
  - f. www.europcar.co.nz
  - g. Online banner advertising
  - h. Radio advertising
  - i. Airport media
- 8. Illegible, incomprehensible and incomplete entries will be deemed invalid.
- 9. The Promoter reserves the right to request winners to provide proof of identity, proof of residency at the nominated prize delivery address, and/or proof of entry validity (including rental agreement) in order to claim a prize. Proof of identification, residency, and entry considered suitable for verification is at the discretion of the Promoter. In the event that a Winner cannot provide suitable proof, the Winner will forfeit the prize in whole and no substitute will be offered.
- 10. Entries must be received by 23:59 (AEDT) on Sunday 6 November 2016. The time of entry will in each case be the time the entry is received by the Promoter. The Promoter accepts no responsibility for any late, lost, or misdirected entries for any reason.
- 11. Entry to the Minor Prize Competition is free (except for normal internet connection charges that might apply).
- 12. Any entry that is made on behalf of an Entrant by a third party will be invalid.
- 13. One (1) Major Prize winner will receive:
  - a. Return economy flights for the winner and one (1) guest from the Major Prize Winner's nearest capital city to Melbourne valued up to \$1,600.00
  - b. Three (3) night's Classic King accommodation at the Sofitel Hotel, Melbourne, including breakfast valued up to \$1,400.00

- c. Return hotel transfers from Melbourne Airport (Tullamarine) to the Sofitel Hotel, Melbourne valued at \$80.00
- d. Two (2) tickets to see Coldplay perform at Etihad Stadium in Melbourne on Saturday 10 December that includes a Meet & Greet with the band valued up to \$5,398.00
- 14. The Major Prize Pool is valued up to \$8,478.00
- 15. Five (5) Minor Prize Winners will receive:
  - a. One (1) Double Pass to see Coldplay perform at one of the following shows:

Double Passes Available	Country	State	City	Location	Date	Time
One (1)	New Zealand	North Island	Auckland	Mt Smart Stadium (2 Beasley Ave, Penrose, 1601)	Saturday 3 December	19:00 (NZDT)
One (1)	Australia	Queensland	Milton	Suncorp Stadium (40 Castlemain St, Milton, 4064)	Tuesday 6 December 2016	19:00 (AEDT)
One (1)	Australia	Victoria	Melbourne	Etihad Stadium (740 Bourke St, Docklands, 3008)	Saturday 10 December 2016	19:00 (AEDT)
Two (2)	Australia	New South Wales	Paddington	Allianz Stadium (Driver Ave, Moore Park, 2021)	Wednesday 14 December 2016	17:30 (AEDT)

- b. Prizes will be awarded as per the nominated location in the entry.
- 16. The Minor Prize Pool is valued up to \$1,499.90
- 17. The total prize value is up to \$9,977.90 (including GST)
- 18. All prize values are correct as at Wednesday 31 August 2016 and are reflective of the recommended retail price and are in Australian dollars (AUD). The Promoter takes no responsibility for any variations in the prize values.
- 19. Prizes cannot be transferred and cannot be redeemed for cash.
- 20. The Major Prize Winner and their travelling companion are responsible for all other expenses including spending money, meals, drinks, transfers unless specified, laundry charges, activities, incidentals, taxes (excluding departure and other flight associated taxes included in the prize), energy surcharges, gratuities, services charges, travel insurance, and all other ancillary costs. Travel insurance is highly recommended to protect against the additional costs incurred in the event of unforeseen circumstances.

- 21. The Major Prize Winner and their travelling companion must travel at the same time, must depart from the same capital city, and are responsible for transport from their residence to their nearest capital city for flight departure.
- 22. Air tickets are available on regular scheduled services of each airline and are subject to seasonal embargos. Flight itinerary may have to be adjusted depending on the Airline's departure city and their current flight schedule. Frequent Flyer points are not available from any airline.
- 23. A credit card imprint or cash deposit may be required from the Major Prize Winner at check-in to the hotel, for all incidental charges. Once accommodation vouchers are issued they are nonchangeable.
- 24. It is the traveller's responsibility to ensure that they have all valid documents including but not limited to passports and visas, 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 documents not meeting the requirements of those authorities will be the sole responsibilities of the travellers.
- 25. Travel must be taken between Friday 9 December 2016 and Monday 12 December 2016 at the time specified by the Promoter and must coincide with the dates of the scheduled Coldplay concert event. If the Major Prize Winner and their travelling companion are, for any reason, unable to travel on a nominated date, or do not take an element of the prize will be forfeited by the Major Prize Winner. Cash will not be awarded in lieu of the prize or element thereof.
- 26. The Major and Minor Prizes are for the specified dates of the Coldplay concert events only. If the Winner (for whatever reason) is unable to travel, or does not take an element of the prize within the time stipulated by the Promoter then the prize will be forfeited and cash will not be awarded in lieu of the prize.
- 27. Unless expressly stated in these terms and conditions, all other expenses become the responsibility of the Winners.
- 28. If the prize is unavailable for any reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State Regulation.
- 29. Once prizes have left the Promoter's premises, the Promoter takes no responsibility for the prizes damaged, delayed, or lost in transit.
- 30. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
- 31. By accepting the prize, the Winners agree to participate in and co-operate as required with all reasonable media editorial requests relating to the prize, including but not limited to, being interviewed and photographed, filmed and/or chaperoned throughout the duration of the prize.
- 32. In consideration for the Promoter awarding the prize to the Winners, the Winners hereby permit their image and/or voice, as recorded, photographed, or filmed during their participation in the prize to appear in connection with Europear Australia or the advertising or marketing thereof, in any media whatsoever throughout the world and the Winner will not be entitled to any fee for such use.
- 33. Each valid Entrant who has entered the Major Prize Competition throughout the duration of the promotional period will be entered into the draw. One (1) valid entrant will be drawn at random to become the Major Prize Winner. The draw will take place at Salmat Digital Pty Limited, Level 2,

- 116 Miller Street, North Sydney, NSW 2060 on Tuesday 8 November at 12:00 (AEDT). The Major Prize Winner will be notified in writing within two (2) days of the draw and have their details published in the Public Notices section of The Australian on Tuesday 15 November 2016.
- 34. The first valid entry will win the Major Prize. Should the Major Prize Winner cancel or have their rental refunded once the Major Prize has been awarded, then the Major Prize will be forfeited and an unclaimed prize draw will be conducted as per clause 36.
- 35. The Major Prize must be claimed by 23:59 (AEDT) on Friday 25 November 2016. Subject to any discretion given under relevant State Legislation, an unclaimed prize draw will take place at Salmat Digital Pty Limited, Level 2, 116 Miller Street, North Sydney, NSW 2060 on Monday 28 November at 12:00 (AEDT). The Unclaimed Prize Winner will be notified in writing within two (2) days of the draw and have their details published in the Public Notices section of The Australian on Wednesday 30 November 2016.
- 36. Each valid entrant who has entered the Minor Prize Competition over the duration of the promotional period will be entered into the winner determination. Five (5) valid entrants will be judged based on originality and creative merit to become Minor Prize Winners. The Minor Prize Winner determination will take place at Europear Australia, 189 South Centre Road, Tullamarine, VIC, 3043, on Tuesday 8 November 2016 at 12:00 (AEST). The Minor Prize Winners will be notified in writing within two (2) days of the winner determination, and have their details published on the Europear Facebook Page.
- 37. Prizes will be awarded to the person named in the entry. However, in a dispute, will be awarded to the account holder of the entry mechanism used to submit their entry (e.g. Rental Agreement Holder or Facebook account holder).
- 38. The Minor Prizes must be claimed by 23:59 (AEDT) on Monday 21 November 2016. An unclaimed prize winner determination will take place at Europear Australia, 189 South Centre Road, Tullamarine, VIC, 3043, on Tuesday 22 November 2016 at 12:00 (AEST). The Unclaimed Minor Prize Winners will be notified in writing within two (2) days of the winner determination, and have their details published on the Europear Facebook Page.
- 39. If any particular draw is scheduled on a public holiday, the draw will be conducted on the following business day.
- 40. Should an Entrant's contact details change during the promotional period, it is the Entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.
- 41. The Promoter's decision is final, and the Promoter will not enter into correspondence regarding the competition result.
- 42. It is a condition of accepting the prize that the Winners must comply with all of the conditions of use of the prize and the Prize Supplier's requirements.
- 43. 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 competition on the dates and in the manner described in these terms and conditions, 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 the competition and recommence it from the start on the same conditions, subject to any directions given under State Regulation.

- 44. The Promoter shall not be liable to 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 in connection with any prize(s) except for any liability which cannot be excluded by law.
- 45. The Promoter is not responsible for any incorrect or inaccurate information, either caused by the phone user or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or combination thereof that may occur in the course of the administration of this competition including 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.
- 46. 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, 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 is reserved.
- 47. Entry and continued participation in the Promotion is dependent on entrants following and acting in accordance with the Facebook Statement of Rights and Responsibilities, which can be viewed at <a href="http://www.facebook.com/terms.php">http://www.facebook.com/terms.php</a>
- 48. This promotion adheres to the terms and conditions set out in the Facebook promotion guidelines which can be found at <a href="http://www.facebook.com/promotions\_guidelines.php">http://www.facebook.com/promotions\_guidelines.php</a>
- 49. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants understand that they are providing their information to the Promoter and not to Facebook. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Facebook.
- 50. All entrants unconditionally and irrevocably release and discharge Facebook from any and all liability in relation to this Promotion.
- 51. All entries become the property of the Promoter. The Promoter collects personal information about the Entrant to enable the Entrant to participate in this promotion, but no further use of this information will be made without prior consent.
- 52. The Promoter is bound by the Australian Privacy Principles (APPs) in the Privacy Act 1988 (Cth) and by entering the competition, the Entrant is taken to consent to Europear Australia's privacy policy which contains information, among other things, about how the Entrant may access personal information that is held by Europear Australia about them and seek correction of such information. See <a href="http://www.europear.com.au/EBE/module/render/security-and-privacy-policy">http://www.europear.com.au/EBE/module/render/security-and-privacy-policy</a> to view Europear Australia's APP Privacy Policy in full. The Promoter's APP Privacy Policy also contains information about how the Entrant may complain about a breach of the APPs, or a registered code that is binding on the Promoter's organisation and how Europear Australia will deal with such complaints. The Promoter generally does not give an Entrant's personal information to anyone outside of Australia or New Zealand.
- 53. The Promoter is CLA Trading Pty Ltd (trading as Europear Australia) (ABN 81 082 220 399) of PO Box 1139, Tullamarine, VIC 3043, Australia.
- 54. Authorised under ACT Permit Number: TP 16/01830; NSW Permit Number: LTPS/16/07362; SA Permit Number: T16/1660.