Europcar Australia WIN a VIP Stevie Nicks Experience

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 and conditions.
- 2. This competition is a game of chance. Skill plays no part in determining the winner.
- 3. Entry is open to all residents of Australia aged 18 years or over.
- 4. Employees and their immediate families of CLA Trading Pty Ltd (trading as Europear Australia) ("The Promoter") and Live Nation Australasia Pty Ltd ("The Sponsors"), Salmat Digital Pty Limited, and their associated agencies and companies are not eligible to enter.
- 5. The competition commences on Friday 15 September 2017 at 09:00 (AEDT) and concludes on Sunday 29 October 2017 at 23:59 (AEDT) ("Promotional Period").
- 6. To enter the Promotion, entrants must book a rental vehicle in Australia with Europear Australia via the Europear website www.europear.com.au or via calling the Europear Guest Contact Centre on 1300 13 13 90 during the Promotional Period that includes a rental pickup between Friday 15 September 2017 and Thursday 28 March 2018.
- 7. If a booking is cancelled or refunded at any time between Friday 15 September 2017 and Thursday 16 November 2017 ("Lockout Period") the entry will be deemed invalid.
- 8. Limited to one (1) entry per booking/rental agreement number.
- 9. Costs associated with entering the Promotion remain an Entrant's responsibility and may vary.
- 10. If you enter the Promotion but no longer wish to participate, please email social.au@europcar.com and you will be removed from the Promotion.
- 11. The Entrant must be the named main driver on the rental agreement entered into with Europear.
- 12. One (1) Bonus Entry to the Promotion will be granted to Europear Privilege members who submit valid entries during the Promotional Period.
- 13. Inaudible, illegible, incomprehensible and incomplete entries will be deemed invalid.
- 14. Entries must be received by Sunday 29 October 2017 at 23:59 (AEDT). The time of entry will in each case be the time the entry is received by the Promoter. The Promoter and Sponsor accept no responsibility for any late, lost or misdirected entries for any reason.
- 15. These Competition Terms and Conditions can be found at www.europcar.com.au/vipexperience

- 16. Car rental account use is subject to the Promoter's standard rental Terms and Conditions available at www.europcar.com.au
- 17. The Promoter and the Sponsors reserve the right to request Prize Winner's 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 the prize. Proof of identification, residency and entry considered suitable for verification is at the discretion of the party that has requested the proof of identification, residency and/or entry. In the event that a winner cannot provide suitable proof, the Prize Winner will forfeit the prize in whole and no substitute will be offered.
- 18. The Promoter and Sponsors reserve the right to verify the validity of entries and to disqualify any entry which, in the opinion of Promoter, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these Terms and Conditions of Entry or who has, in the opinion of Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter. The Promoter reserves the right to disqualify a winner, and refuse entries into future Europear promotions if the Promoter becomes aware that the Prize Winner and/or the Prize Winner's entry is of a type described in this clause.
- 19. Any entry that is made on behalf of an Entrant by a third party will be invalid.
- 20. One (1) Prize Winner will receive:
 - a. One (1) Virgin Australia Gift Voucher valued up to \$1,500 (AUD) for the Prize Winner to use to book return economy flights with Virgin Australia or one of Virgin Australia's codeshare partners for two (2) adults from the Prize Winner's nearest Australian Capital City to Melbourne (Australia). If the Major Prize Winner is a resident of the same city where the event is being held, the flight element of the prize will be forfeited and will not be replaced. Redemption booking conditions will be supplied to the Prize Winner.
 - b. Two (2) nights' accommodation at the Sofitel on Collins, Melbourne for two (2) adults including breakfast daily valued up to \$1,000 (AUD).
 - c. An Exclusive Stevie Nicks Experience at Rod Laver Arena, Melbourne, Thursday 16th November 2017 including 2 x VIP Experiences tickets premium stand seat tickets, Preshow hospitality (beer, wine, soft drink, canapes), valued up to \$1,200 (AUD)
 - d. Return airport transfers from Tullamarine airport to the Sofitel on Collins valued up to \$125 (AUD).
- 21. The total Prize value is up to \$3,825.00 (AUD) (including GST).
- 22. Prizes cannot be transferred and cannot be redeemed for cash.
- 23. All prize values are correct as at Tuesday 22 August 2017 and are reflective of the recommended retail price and are in Australian dollars (AUD). The Promoter and Sponsor take no responsibility for any variations in the prize values.

- 24. Flights are subject to Virgin Australia's conditions of carriage which are located on the Virgin Australia website at www.virginaustralia.com. To redeem the flights, the Prize Winner will be required to be available to attend the Stevie Nicks event on Thursday 16 November 2017.
- 25. If for any reason, the Winner does not, once the flights have been booked, notify Virgin Australia at least twenty-four (24) hours prior to scheduled departure that they are unable to take the booked flight at the time stipulated, their prize will be forfeited and cannot be redeemed for cash.
- 26. The Prize Winner and travelling companion are responsible for all other expenses including spending money, meals, drinks, transfers unless specified, laundry charges, activities, incidentals, taxes (excluding departure and any other flight associated taxes included within 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.
- 27. The Prize Winner and 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.
- 28. Virgin Australia Gift Vouchers are valid for bookings made within twelve (12) months from the date of issue unless otherwise stated on the voucher. The Virgin Australia Gift Voucher will expire at midnight on the expiry date stated on the front of the voucher and cannot be extended. Booking can be for travel dates after the expiry date. The Virgin Australia Gift Voucher is valid for any scheduled Virgin Australia flight except for flights as outlined in Clause 33 below, and any published Virgin Australia Holidays package booking (excluding Cruise packages and Mystery Breaks) sold in AUD and NZD only. The voucher number must be quoted at the time of booking. The Virgin Australia Gift Voucher is subject to the Gift Voucher Terms of Use which are available at http://www.virginaustralia.com/au/en/specials-offers/gift-vouchers/purchase-gift-vouchers/. If there is any credit remaining after redemption of the Virgin Australia Gift Voucher, it can be used towards future flight or holiday package purchases in accordance with these Conditions of Entry until the credit balance reaches zero. Any balance that remains on the Virgin Australia Gift Voucher after the expiry date is not available for use.
- 29. Travel on Virgin Australia flights is subject to Virgin Australia's Conditions of Carriage, which are available at http://www.virginaustralia.com/au/en/about-us/legal-policies/conditions-of-carriage/ and are subject to change. Bookings are subject to the Fare Rules applicable to your fare and are available here: http://www.virginaustralia.com/au/en/plan/fare-types/.
- 30. The Virgin Australia Gift Voucher cannot be used to book:
 - a. codeshare flights that are not sold on the Virgin Australia website;
 - b. flights that include Velocity Frequent Flyer Points as a method of payment, including Reward Seat, Any Seat or Any Seat, Any Airline bookings; or
 - c. flights where insurance has been selected as part of the booking.

- 31. 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 are not available from any airline.
- 32. A credit card imprint or cash deposit may be required from the winner at check-in to the hotel, for all incidental charges. Once accommodation vouchers are issued they are non-changeable.
- 33. It is the travellers' personal responsibility to ensure that they have valid documentation, including but not limited to valid 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 responsibility of the travellers.
- 34. Travel must be taken in accordance with the dates required to fulfil the prize requirements. If the Prize Winner and their travelling companions are, for any reason, unable to travel on the designated date, or do not take an element of the prize will be forfeited by the Prize Winner. Cash will not be awarded in lieu of the prize or element thereof.
- 35. Travel is subject to hotel and flight availability. The prize cannot be changed once the booking has been made.
- 36. The Promoter, the Sponsors, and Salmat Digital Pty Limited, make no representation as to the safety, conditions or other issues that may exist at any destination. Travel advice can be obtained from various sources, including government, local consular offices and the web site of the Australian Department of Foreign Affairs and Trade.
- 37. Unless expressly stated in these Terms and Conditions, all other expenses become the responsibility of the Prize Winner.
- 38. 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.
- 39. Once prizes have left the Promoter's premises, the Promoter and Sponsor take no responsibility for the prizes damaged, delayed, or lost in transit.
- 40. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize. The Promoter and Sponsor are not liable for any tax implications arising from prize winnings.
- 41. By accepting the prize, the Prize Winner agrees 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.
- 42. In consideration for the Promoter awarding the prize to the Prize Winner, the Prize Winner hereby permits 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.

- 43. Each valid entrant who has entered the Promotion over the duration of the Promotional Period will be entered into the Prize Draw. One (1) valid entrant will be drawn at random to become the Prize Winner. The draw will take place at Salmat Digital Pty Limited, Level 2, 116 Miller Street, North Sydney NSW 2060, on Wednesday 1 November 2017 at 12:00 (AEDT). The Prize Winner will be notified in writing within two (2) days of the draw and have their name published in the Public Notices section of The Australian on Friday 3 November 2017.
- 44. If any particular draw is scheduled on a public holiday, the draw will be conducted on the following business day.
- 45. 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).
- 46. 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 Promoter.
- 47. Subject to any direction given under relevant State legislation, an unclaimed prize draw for prizes will take place at Salmat Digital Pty Limited, Level 2, 116 Miller Street, North Sydney NSW 2060 on Wednesday 8 November 2017 at 12:00 (AEDT). The Unclaimed Prize Winner will be notified within by email within two (2) days of the draw. The Unclaimed Prize Winner will have their name published in the Public Notices section of The Australian on Friday 10 November 2017.
- 48. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the Competition result.
- 49. It is a condition of accepting the prize that the Prize Winner must comply with all the conditions of use of the prize and the prize supplier's requirements.
- 50. It is a condition of accepting the prize that the Prize Winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
- 51. 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 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.
- 52. The Promoter and Sponsor 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 in connection with any prize/s except for any liability which cannot be excluded by law. The Promoter and Sponsor are 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 any combination thereof that may occur in the course of the administration of this 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.

- 53. Nothing in these terms and conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Promotion and Consumer Act 2010 (Cth), as well as any other implied warranties under the ASIC Act 2001 (Cth) in Australia, or similar consumer protection laws in the State and Territories of Australia (Non-Excludable Guarantees). The Promoter, the Sponsor and their associated agencies and companies (and their respective officers, employees and agents) exclude all liability (including negligence) except for any liability that cannot be excluded by law, including the Non-Excludable Guarantees, for any direct, indirect or consequential injury, loss and/or damage arising in any way in connection with this Promotion or any prize/s. This includes, but is not limited to: (i) technical malfunctions, delays or failures, including those resulting from accessing any materials related to this promotion and any incorrect or inaccurate or incomplete information communicated in the course of, or in connection with, this Promotion as a result of any technical malfunctions, delays or failures; (ii) theft, unauthorised access or third party interference; (iii) lost or damaged entries, prize claims or prizes; and (iv) acceptance and/or use of any prize (including but not limited to any component of a Winner's trip).
- 54. 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 are reserved.
- 55. The Promoter, the Sponsors, and Salmat Digital Pty Limited and their 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.
- 56. 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 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 direction given under State Regulation.
- 57. All entries become the property of the Promoter. The Promoter collects personal information pertaining to you to enable you to participate in this promotion but no further use of this information will be made without prior consent.

- 58. 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 http://www.europear.com.au/EBE/module/render/security-and-privacy-policy 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.
- 59. Live Nation Australasia Pty Ltd is bound by the APPs. Your information will be handled in accordance with Live Nation Australasia's Privacy Policy. A copy of Live Nation's Privacy Policy can be accessed at www.livenation.com.au/page/privacy-policy Live Nation Australasia's Privacy Policy explains how you may access and seek correction of the information Live Nation Australasia holds about you. Live Nation Australasia's Privacy Policy also explains how you may complain about the manner in which Live Nation Australasia has collected or handled your information and how Live Nation Australasia /will investigate and respond to your complaint.
- 60. The Promoter is CLA Trading Pty Ltd (trading as Europear Australia) (ABN 81 082 220 399) of PO Box 1139, Tullamarine, Victoria 3043, Australia.
- 61. Live Nation Australasia Pty Ltd (ABN 69 156 286 341) of Level 2, 11 Newton St, Cremorne, Victoria 3121.
- 62. Entrant's personal information may be disclosed to State and Territory lottery departments and Winners' names published as required under the relevant lottery legislation. A request to access, update or correct any information should be directed to the Promoter.

Authorised under ACT Permit Number: TP 17/01760; NSW Permit Number: LTPS/17/17490