



# 2016 Patron Satisfaction Survey Competition Terms & Conditions

Permit Number: LTPS/16/10278

## PART A – GENERAL TERMS

1. Information on how to enter the 2016 Patron Satisfaction Survey Competition (The Competition) and prize details form part of these terms and conditions of entry.
2. Participation in the Competition constitutes acceptance of these conditions of entry. Entries must comply with these conditions of entry to be valid.

## PART B – PROMOTER'S DETAILS

3. The Promoter is Illawarra Performing Arts Centre Limited (ABN 87 590 935 138), trading as Merrigong Theatre Company, of 32 Burelli Street Wollongong NSW 2500 (Promoter).

## PART C – WHO CAN ENTER

4. The Competition is open individuals 18 years of age and over.
5. Employees of the Promoter or the Promoter's associated agencies or companies directly involved in the Competition and their immediate family members are ineligible to enter.
6. The Competition is open only to individuals who complete the online 2016 Patron Satisfaction Survey at <https://www.surveymonkey.com/r/G5LT6XN>

## PART D – HOW TO ENTER

7. The Competition commences at 10am on 9 January 2017 Australian Eastern Standard Time (AEST) and entries close at 5pm on 21 January 2017 (promotion period).
8. To enter, Eligible Entrants must complete the online 2016 Patron Satisfaction Survey at <https://www.surveymonkey.com/r/G5LT6XN> during the Promotion Period and enter their contact details in the form on the 'Thank you' page at the end of the survey.
9. Entry in the Competition is free excluding any internet connection charges. Entrants of the Competition can only make one entry.

## PART E – HOW TO WIN

10. All entrants who have entered the Competition during the Competition Period will be entered into the prize draw.
11. The random prize draw will take place at 10am on Monday 23 January 2017 at Illawarra Performing Arts Centre, 32 Burelli Street Wollongong NSW 2500.
12. The winning entrant will be randomly selected from all valid entries in the draw. The winning entrants will be the first three valid entries drawn.
13. The Promoter's decision in relation to any aspect of the Competition is final and binding and the Promoter will not enter into any correspondence regarding the result, including in the event of a dispute.
14. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity and age) and to disqualify any entrant who submits an entry that is not in accordance with these terms and conditions or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
15. It is a condition of accepting the prize that the winning entrant: (a) must comply with all the conditions of use of the prize and the prize supplier's requirements; and (b) may be required to sign a legal release in a form determined by the Promoter in its absolute discretion, releasing the Promoter from and indemnifying the Promoter against any liability arising from the use of or participation in the prize.
16. Should an entrant's details change during the Competition 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.

#### **PART F – PRIZE**

17. The prize is three \$100 gift certificates, which can be used to purchase any show or package at venues operated by Illawarra Performing Arts Centre P/L, including IPAC, Wollongong Town Hall, The Music Lounge or Spiegeltent Wollongong.
18. Total prize value is \$300.
19. Gift certificates are valid for 12 months from the date of issue.
20. Unless specifically stated in these terms and conditions, the winning entrant is responsible for all other expenses in connection with the prize including but not limited to transportation to and from venue
21. The prize (including any unused portion) must be taken as stated, and is not transferable, exchangeable or redeemable for cash. The Promoter will not be liable in the event that the winning entrant does not take, or is unable to use, the prize or any portion of it for any reason.
22. Winners will be notified by phone/email within two (2) business days of the draw.

#### **PART H – NO LIABILITY**

23. The prize may come with guarantees from the prize provider that cannot be excluded under the Australian Consumer Law. If those guarantees are not complied with, then you will have rights under the Australian Consumer Law. Subject to those guarantees and rights, the Promoter shall not be liable, and excludes all liability (including negligence), 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 the Competition, or the use of any prize, except for any liability which cannot be excluded by law.
24. The Promoter and its associated agencies and companies assume no responsibility for any incorrect or inaccurate information, either caused by an entrant or due to 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 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. 32. If for any reason, the Competition is not capable of running as planned (including but not limited to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Competition), the Promoter reserves the right, in its sole discretion, to disqualify any entrant who undermines the fairness of the competition (by, for example, tampering with, or using or exploiting errors in, the entry process to obtain a competitive advantage over other entrants), to take any action that may be available, and to cancel, terminate, modify or suspend the Competition, subject to any direction given under state regulations, or any written directions given by a relevant regulatory authority.
25. Once the gift voucher has been provided, the Promoter and its associated agencies take no responsibility for the voucher being damaged, stolen or lost.
26. 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 terms and conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Competition. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

#### **PART I – PRIVACY CONSENT**

27. All entries remain the property of the Promoter. The Promoter collects personal information in order to conduct the Competition, to assist in providing the products or services an entrant has requested (if any), and to improve its products and services.
28. The Promoter may also share your information with other persons or entities who assist it in providing its products or services or running competitions or trade promotions (including administering the competition or trade promotion or distributing prizes). The Promoter may also disclose your personal information in accordance with these terms and conditions if you are the prize winner, and as required, to Australian regulatory authorities.
29. The Promoter is bound by the National Privacy Principles in the *Privacy Act 1988* (Cth), and by participating in the Competition, each participant is taken to consent to its privacy policy. To view the Promoter's privacy policy please visit [http://merrigong.com.au/media/files/2017%20PDFs/Privacy%20Policy\\_online.pdf](http://merrigong.com.au/media/files/2017%20PDFs/Privacy%20Policy_online.pdf)