

“DESTINATION GOLD COAST SUMMERSALT MUSIC FESTIVAL” PROMOTION

HOW TO ENTER

1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian NSW and QLD residents aged 18 years or over who reside in a postcode listed in the Annexure A below (“Eligible Entrant Postcodes”).
3. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. 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.
4. Promotion commences on 17/01/23 and ends 11:59pm AEDST on 23/01/23 (“Promotional Period”).
5. To be eligible to enter, individuals must, during the Promotional Period, visit www.destinationgoldcoast.com/SummerSaltCompetition and locate the entry form, input all of the requested details (including their full name, a valid email address and postcode) and their answer to the question “If you won a double pass to SummerSalt, what is another 'must do' Gold Coast activity to make for an unforgettable weekend?” in 25 words or less, and submit the completed entry form.
6. 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.
7. Incomplete, indecipherable, or illegible entries will be deemed invalid.
8. Only one (1) entry permitted per person.
9. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
10. This is a game of skill and chance plays no part in determining the winners. Each entry will be individually judged based on the literary and creative merit of the answer provided to the promotional question.
11. The judging will commence on 24/01/23 at Gold Coast Tourism Corporation Ltd (trading as Destination Gold Coast, Suite N301-Oracle North, 12 Charles Avenue, Broadbeach QLD 4218. 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. Winners will be notified by email by no later than 5:00pm AEDST on 27/01/23.
12. The Promoter’s decision is final and no correspondence will be entered into.

13. The best five (5) valid entries, as determined by the judges, will each win two (2) Premium General Admission (BYO Chair) tickets to the SummerSalt Music Festival at Broadwater Parklands, Southport, QLD (detailed below) valued at AU\$407.36 (AU\$203.68 per ticket).
14. Each Premium General Admission (BYO Chair) ticket to the SummerSalt Music Festival includes:
 - Dedicated Entry;
 - Dedicated Bar Lane;
 - Dedicated area closest to the stage.
15. For clarity, a 'BYO Chair' ticket requires the winners to bring a high back fold up chair. The winners can still enter the 'Standing Only' area but will only be able to bring small personal items into this section.
16. The SummerSalt Music Festival ticket is subject to the event venue and ticket terms and conditions, including any applicable age restriction. The Promoter and event organisers hereby expressly reserve the right to eject any winner for any inappropriate behaviour, including but not limited to intoxication, whilst participating in the prize.
17. If for any reason the winners do not claim their prize by 11:59pm AEDST on 03/02/23, then the prize will be forfeited and will not be redeemable for cash.
18. If the prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize of the equal value and/or specification.
19. Total prize pool value is AU\$2036.80.
20. Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to comments, recordings and images ("Content"). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:
 - (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
 - (b) their Content shall not contain viruses or cause injury or harm to any person or entity;
 - (c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
 - (d) the Content is the original work of the entrant or they will obtain full prior consent from any person who has jointly created or has any rights in the Content to the uses contemplated by these Terms and Conditions, and the Content does not infringe the rights of any third party;
 - (e) they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant that they have the full authority to grant these rights; and
 - (f) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.

21. As a condition of entering this promotion, each entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.
22. Entrants consent to the Promoter using their 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 purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
23. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
24. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
25. 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 Competition and Consumer Act (Cth), as well as any other implied warranties under the ASIC Act (Cth) or similar consumer protection laws in the States and Territories of Australia "Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
26. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) if the SummerSalt Music Festival is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a winner or entrant; or (g) attendance at the prize event.
27. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.destinationgoldcoast.com/dgc-privacy>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy

Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose entrant's personal information to any entity outside of Australia.

The Promoter is Gold Coast Tourism Corporation Ltd (trading as Destination Gold Coast) (ABN: 75 009 935 184) of Suite N301 -Oracle North, 12 Charles Avenue, Broadbeach QLD 4218, telephone: 07 5592 2699 ("Promoter").

Annexure A

Eligible Entrant Postcodes

2469,2470,2474,2476,2477,2478,2479,2480,2481,2482,2483,2484,2485,2486,2487,2488,2489,2490,
4000,4005,4006,4007,4008,4009,4010,4011,4012,4013,4014,4017,4018,4019,4020,4021,4022,4025,
4030,4031,4032,4034,4035,4036,4037,4051,4053,4054,4055,4059,4060,4061,4064,4065,4066,4067,
4068,4069,4070,4073,4074,4075,4076,4077,4078,4101,4102,4103,4104,4105,4106,4107,4108,4109,
4110,4111,4112,4113,4114,4115,4116,4117,4118,4119,4120,4121,4122,4123,4124,4125,4127,4128,
4129,4130,4131,4132,4133,4151,4152,4153,4154,4155,4156,4157,4158,4159,4160,4161,4163,4164,
4165,4169,4170,4171,4172,4173,4174,4178,4179,4183,4184,4205,4207,4208,4209,4210,4211,4212,
4213,4214,4215,4216,4217,4218,4219,4220,4221,4222,4223,4224,4225,4226,4227,4228,4230,4270,
4271,4272,4275,4280,4285,4287,4300,4301,4303,4304,4305,4306,4307,4309,4310,4340,4346,4373,
4500,4501,4502,4503,4509,4520,9464,9726.