

# Official Rules for the *Disney on Ice celebrates 100 Years of Magic* promotion

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By entering the promotion referred to in these official rules (the “**Promotion**”) you (the entrant) and we (the promoter whose details are set out below) are entering into a contract on the terms of these official rules (“**Official Rules**”).

- How to enter:** You enter the Promotion by 98five Sonshine FM. For phone entries, call 9313 0985. For postal mail entries, the address is PO Box 474, Como 6952. For online entries, the address is [www.98five.com](http://www.98five.com). Entry is free except that if provided in these rules, you may be required to purchase certain goods or services to enter. Their price will be not more than their normal retail value. You agree that we may ask you for proof of purchase to confirm your eligibility. If entry is by telephone, you will incur a call charge, but this will not exceed \$0.55 (or any greater call charge provided that is allowed by law). Normal postage costs apply to any postal mail. You agree that all property in your entry becomes solely owned by us after your entry. This includes rights in any tangible items you provide and in the content of your entry. We may use, disclose, change and transfer such property. By entering, you agree that we may rely on there being no present or future obligation to pay any fee to anyone or to obtain anyone’s consent or to provide any form of attribution in connection with your entry.
  - Eligibility:** Only individuals residing in **\*\*Australia\*\*** aged 18 and older can enter. Our officers, employees, contractors, agents and suppliers and the immediate family members of any of them or of anyone associated with the Promotion are ineligible to enter. Automatically or mechanically produced entries, and entries we reasonably consider to be inappropriate for any reason (eg because they are disparaging or unlawful) are ineligible. There is a limit of one entry per individual and for this purpose an individual may be counted by an address (so that more than one entry using a particular address will be ineligible, regardless of whether more than one individual uses the same address).
  - Promotion period, place, time & date of selection :** The Promotion starts at 6AM on May 21, 2018 and closes at 5PM on May 25, 2018. Selection of winners will occur between 3pm and 6am, Monday to Friday. Times are Perth, Western Australia times.
  - Prize details:** Details of prizes are 5 x four A Reserve tickets for the 7pm show at Perth Arena on Friday, June 15. Prizes in the Promotion are not allocated on the basis of a place within a country, for example a state, municipality or city. Entries and prizes are not transferrable and are not redeemable for cash. We will not substitute a prize unless the substituted prize is of the same or greater value than the original prize and the winner either agrees in writing or the original prize is unavailable due to circumstances beyond our control and we have made reasonable but unsuccessful attempts to reach agreement with the winner. If a prize cannot be retained for any length of time after selection of a winner, we may deal with it prior to it being made available to the winner in a way we consider reasonably appropriate (which may include, if the law requires, preserving its reasonable value and after deducting the reasonable costs of any disposal having the proceeds held in trust for the ultimate winner). The winner is solely responsible for all taxes and expenses in connection with acceptance or use of any prize (other than expenses expressly stated in these Official Rules as being included in the prize.)
  - Prize value:** The total prize value total prize value is AU\$900 (including GST) as of May 21, 2018. This is calculated as the sum of the values of all possible prizes that can be won in the Promotion. The values are the usual or recommended retail or market values of the prizes.
  - Selection of winners:** The Promotion does involve an element of chance. **\*\*Where winners are selected based on their skill, judging will be by a judge who is appropriately qualified to judge entries. The judging criteria will be the first to call 9313 0985 with the correct answer to a question. You agree to be bound by the judge’s decision as final.<sup>1</sup> We will aim to undertake the determination of the winner in a fair and transparent manner. If more than one prize is being determined, we will select the major prize winner first unless winning entries are eligible to be re-selected. Where there are prizes other than the major prize we will select them in descending order of number and value. Winning is not contingent on being present at selection of winners. Where practicable, we will afford members of the public the opportunity to witness selection of winners.**
  - Unclaimed prizes and re-selection:** We will aim to distribute all prizes in the Promotion and will take every reasonable effort to identify and contact an entrant selected as a winner. We will allow a reasonable period (and in any event one week or such longer legally required period) within which the person may claim their prize. If person selected as the winner of the prize does not claim the prize within the time provided in these Official Rules or if we have made reasonable but unsuccessful efforts to identify or contact the person, we may substitute another person as the winner using a subsequent selection. The date of any re-selection will be as soon as reasonably practicable after the need for a re-selection process occurs. The time of day and place of the re-selection will be the same as for the original selection.
  - Notification of winners:** We are not required to confirm that entrants’ contact details remain up-to-date – that is entrants’ responsibility. We will aim to notify all winners personally (eg face-to-face, mail, telephone or email) within 2 business days of selection and we will otherwise aim to make all results available within 7 days after selection. We will make results known by posting details on any one or more of the media we use to publicise the Promotion. If you are a winner and you claim your prize and comply with the other requirements of these Official Rules, we will do everything reasonably necessary to ensure you receive your prize within 28 days after your selection as a winner by the following means, namely phone and collection from 98five’s studios. This is unless the circumstances of the Promotion or the nature of the prize require a longer period. When we make the results of the Promotion known, we will do so in a way which is consistent with the type of Promotion. We will not charge winners any fee upon receipt of their prize.
  - Separate legal terms:** There may be terms applicable to prizes in addition to those set out in these Official Rules. Eg tickets to providers’ services (including entertainment events and travel-related services) are subject to providers’ terms of supply of those
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services. Also, before allocating a prize to you, we may ask you to agree to some terms in addition to these Official Rules. These would be (a) a statutory declaration confirming your eligibility to be a winner; (b) providing us with any additional information we ask as being appropriate to allocate and manage the award of the prize and claiming your prize and (c) where the prize involves participation by others nominated by you, their consents to the collections, uses and disclosures of information about them which are similar to those you give us under these Official Rules. These additional terms may be with someone other than us. Where Feld Entertainment (Australia) Pty Ltd ABN 49 083 865 409 is not the promoter, some of the additional terms may be for a contract directly between you and that company. A copy of all these additional terms will be sent to you on request during the Promotion period and, if you are selected as a winner, before you decide whether to claim the prize. If we ask you to sign and return any such additional terms and we do not receive signed copies from you within one week (or such longer period as the law requires) after our request, we may take it that you have decided not to claim your prize, declare you as ineligible as a winner and select an alternate winner. Entry into the Promotion may require you to, or allow you to, use any electronic (online) service which is not provided by us. Where you subscribe to such a service (eg are a member) and have entered the Promotion using it, you agree to abide by the terms of such service in addition to these Official Rules, including where required by that service provider, that you completely release that service provider and acknowledge that the Promotion is in no way sponsored, endorsed or administered by or associated with that service provider.

10. **Publicity:** By entering, you agree that whether or not you are selected as a winner, we, our group companies and those with whom we or they have commercial alliances (eg prize providers and trademark licensors), and without payment of any fee or obtaining any further consents (a) may use and disclose information about or depicting you (eg your image and/or voice) to promote goods and services using such media (including electronic media such as email, SMS and social media platforms) and in such ways as is reasonable in the circumstances; and (b) will be given such cooperation as is reasonably requested of you as regards participation in media requests, eg being interviewed and photographed. Where the promoter is not Feld Entertainment (Australia) Pty Ltd ABN 49 083 865 409, you agree that the promoter has a commercial alliance with the company.
11. **Privacy and your information:** We may collect, use and disclose information about you for direct marketing and data analytics purposes. Such purposes may concern our goods and services, those of our group companies or those with whom there are commercial alliances (eg prize providers and trademark licensors). The means of any direct marketing may include electronic media (email, SMS and social media platforms). We may also collect, use and disclose information about you for the purpose of giving effect to this Promotion and any award of a prize to you, as required or permitted by law, as set out in our privacy policy and otherwise consented to by you. Our privacy policy gives you information on how and why we collect, hold, use and disclose your personal information. You may access our privacy policy at [www.98five.com](http://www.98five.com), or contact us at the contact details set out in these Official Rules to ask that we send you a copy. Where the promoter is not Feld Entertainment (Australia) Pty Ltd ABN 49 083 865 409, you agree that Feld Entertainment (Australia) Pty Ltd ABN 49 083 865 409 may also collect, use and disclose information about you for direct marketing and data analytics purposes on the terms of this clause. You may access the privacy policy of this company at <http://www.feldentertainment.com.au/PrivacyPolicy/> or contact the company by mail to 15s/349-355 Bluff Road, Hampton, Victoria 3199 or by telephone to 03 9699 9322 to ask that you be sent a copy.
12. **Law and our liability for the Promotion:** These Official Rules are governed by and shall be construed in accordance with the laws in force in Western Australia. Subject to your rights under Consumer Laws referred to below, you agree that in relation to the Promotion (a) we will not be liable for any circumstances in connection with the Promotion which are beyond our reasonable control; (b) if we are or become liable to you for any reason, our liability will be limited to any out-of-pocket expenses incurred by you up to a maximum of the total prize value referred to above, (c) we will not be liable for any other damages (whether those other damages are referred to as direct, indirect, consequential, special or otherwise) nor shall we be liable for any act or omission, negligent or otherwise, except to the extent allowed for in paragraph (b); (d) if any circumstances in connection with the Promotion occur which require some action by us, we may take such action as a reasonable promoter in our circumstances would take by way of response. In some circumstances, this may involve cancelling the Promotion and any award of prizes under it; and (e) we are bound only by the terms set out or referred to in these Official Rules in respect of the Promotion and only those terms govern this Promotion and set out our agreement.
13. **Your rights under Consumer Law and who you give your commitments to**
- 13.1 Regardless of anything else in these Official Rules, nothing in these Official Rules excludes, restricts or modifies the application of Consumer Laws or the exercise of any rights or remedies you may have under Consumer Laws where any such exclusion, restriction or modification would contravene Consumer Laws. "Consumer Laws" refers to the 'Australian Consumer Law under Schedule 2 of the Competition and Consumer Act 2010 (Cth), the Australian Consumer Law and Fair Trading Act 2012 (Vic) and any applicable similar consumer protection laws in the states and territories of Australia.
- 13.2 In respect of your promises under these Official Rules, we, in entering into the terms of these Official Rules shall be deemed to be doing so for ourselves and also as agent for and on behalf of and for the benefit of each of Our Associates and, to this extent, each of Our Associates shall be deemed to be a party to the terms of these Official Rules and your promises under these Official Rules are enforceable by each of ourselves and each of Our Associates directly. In these Official rules, 'Our Associates' includes (with each corporation individually described as a Principal) any or all of:
  - (a) a director, officer, employee, agent or subcontractor of us;
  - (b) Feld Entertainment (Australia) Pty Ltd ABN 49 083 865 409
  - (c) the Walt Disney Company;
  - (d) Buena Vista Theatrical Group Limited;
  - (e) Ringling Bros Barnum and Bailey Combined Shows Inc;
  - (f) any related body corporate of the Principal within the meaning of, in Australia, the Corporations Act 2001 or in New Zealand, the Companies Act 2003;

- (g) a body corporate that is engaged in a joint venture with us or with a Principal;
- (h) if we transfer to, or licence, anyone to undertake any of our obligations under the terms of these Official Rules, any transferee or licensee respectively, (with each of the above individually described as a Principal); and
- (i) any director, officer, employee, agent or subcontractor of a Principal or of any the entities in paragraphs (b) to (h) inclusive

14. **Complaints:** If you are dissatisfied with the conduct of the promotion and remain so after any contact with us you choose you can make a written complaint to the government agency which regulates trade promotions in your location. We will provide you with agency details on request.
15. **Our details:** We are the promoter. Our details are “98five Sonshine FM ABN 94 206 357 094 of 177 Murray Street, Como, West Australia 6152 telephone 08 9313 0800. Without limiting the other provisions of these Official rules, our rights under the terms of these Official Rules may be exercised by us and by our transferees, licensees and group members and by the contractors of any of the foregoing. Our group companies include Feld Entertainment, Inc and any of its subsidiaries”. The promotion is not associated with or approved by The Walt Disney Company.