Win Tickets To See Post Malone In Concert Terms & Conditions ("Conditions of Entry")

Schedule					
Promotion:	n: Win Tickets To See Post Malone In Concert				
Promoter:	Endeavour Group Limited ABN 77 159 767 843, 26 Waterloo Street, Surry Hills, NSW 2010, Australia. Ph: 1300				
	721 920				
Promotional	I Start date: 16/12/22 at 09:00 am AEDT				
Period:	End date: 15/01/23 at 11:59 pm AEDT				
Eligible	Entry is only open to ACT, NSW, QLD, SA, TAS, VIC and WA residents who are 18 years and over.				
entrants:					
How to	To enter the Promotion, the entrant must visit maison9wine.com/pages/wintix-AUS-enter; and fully complete				
Enter:	and submit the online entry form with their personal details (first name, last name, email address, mobile				
	number and State/Territory of residence) during the Promotional Period.				
Entries	Limit one (1) entry permitted per person.				
permitted:					
Total Prize	Up to AUD \$18,810.00				
Pool:					

Prize Description	Number of this prize	Value (per prize)	Winning Method
 The prize is tickets to the Post Malone & Red Hot Chilli Peppers Concert in either Sydney or Melbourne (based on the winner's location and flight availability) for two (2) people. The prize also includes: return economy class flights from the winner's nearest capital city to Sydney or Melbourne (if required and depending on the concert location); two (2) nights twin share four-star accommodation (with breakfast daily); return transfers from the airport to the hotel 	4	Up to AUD\$4,702.50 depending on the winner's date and point of departure and the concert attended	Draw: computerised random selection - 19/01/23 at 12:00 pm AEDT
(if required) and to the concert venue; anda case of Maison No. 9.			
 Conditions or the Melbourne concert. The Sydner required to travel between 01/02/23 a 07/02/23 (and the winner will be required to travel between 01/02/23 a 07/02/23 (and the winner will be required to management of the winner is unwilling or unable to Promoter is not obliged to offer a subset of the travel itinerary will be determined by Prize is subject to the standard terms and selections may be determined by concert without a ticket. If, for whate postponed or rescheduled, no competer rescheduled concert and prize will be sole discretion. No responsibility is as the concert is cancelled, rescheduled, tickets cannot be refunded or exchange conditions of the concert venue, inclusion. 	 The Promoter will determine, in its absolute discretion, whether the winner will attend the Sydney concert or the Melbourne concert. The Sydney concert will take place on 02/02/23 (and the winner will be required to travel between 01/02/23 and 03/02/23) and the Melbourne concert will take place on 07/02/23 (and the winner will be required to travel between 06/02/23 and 08/02/23). If the winner is unwilling or unable to travel on the designated dates, they will forfeit the prize and the Promoter is not obliged to offer a substitute prize. Travel itinerary will be determined by the Promoter in its absolute discretion. 		

	 The winner and his/her travel companion must depart from and return to the same departure point and travel together. Subject to the terms and conditions of the participating prize provider(s), if for any reason the winner does not, once the prize has been booked, take the prize (or an element of the prize) at the time stipulated, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash. The prize is subject to booking and flight availability Frequent flyer points will not be awarded and do not form part of the prize. Spending money, meals, taxes (excluding airline and airport taxes), insurance, vaccinations, transport to and from departure point, transfers, items of a personal nature, in-room charges and all other ancillary 			
	 costs, unless otherwise specified in the prize description, are not included. The prizes require the winner to contact the Promoter's travel agency, Free 2 Travel, at jan@f2t.com.au in order to book travel. 			
Winner	Winners will be notified by email and phone within one (1) day of the draw. The winners will be published			
notification:	at maison9wine.com/pages/wintix-AUS-winners by 21/01/23.			
Unclaimed	Prizes must be claimed by 25/01/23 at 12:00 pm AEDT. In the event of an unclaimed prize, the prize will be			
Prizes:	redrawn on 27/01/23 at 12:00 pm AEDT at Handling Matters, Unit 40, 1-5 Thew Parade, Cromer NSW 2099, Australia. The winners of the redraw will be notified by email and phone within one (1) day of the redraw and published at <u>maison9wine.com/pages/wintix-AUS-winners</u> within 2 days of the redraw.			

- 1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
- 2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
- 3. Valid and eligible entries will be accepted during the Promotional Period.
- 4. Employees (and their immediate family members) of agencies/companies directly associated with the conduct of this Promotion, the Promoter, businesses involved in determination of winner/s for the Promotion, businesses involved in the management of the Promotion, any organisation benefiting from the Promotion, the Promoter's distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" 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.
- 5. <u>Draw:</u>
 - a) The draw will take place at Handling Matters, Unit 40, 1-5 Thew Parade, Cromer NSW 2099, Australia at 12:00 pm AEDT on 19/01/23 using computerised random selection.
 - i) The first four (4) valid entries drawn will be the winners of the prizes specified in the Schedule above.
 - b) The draw conductor may draw additional reserve entries in case an invalid entry or entrant is drawn.
 - c) If a draw is scheduled on the weekend or a public holiday, the draw will be conducted at the same time and location on the following business day. The Promoter will ensure each draw is open for public scrutiny and anyone may witness the draw on request. The winner of a drawn prize is determined by chance.
- 6. All reasonable attempts will be made to contact each winner.
- 7. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, or is unavailable at the designated time for the Event or at the time stipulated by the Promoter for travel, they forfeit the prize and the Promoter is not obliged to substitute the prize.
- 8. The value of the prizes is accurate and based upon the recommended retail value of the prizes (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prizes after that date.
- 9. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.

- 10. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and specification, subject to any written directions of a regulatory authority.
- 11. No entry fee is charged by the Promoter to enter the Promotion. Where entry is allowed online, there is no additional cost to enter the Promotion other than any cost paid by the entrant to access the website or social media platform of entry via their Internet service provider.
- 12. Each prize will be awarded to the person named in the entry and any entry that is made on behalf of an entrant or by a third party will be invalid. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
- 13. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at https://www.endeavourgroup.com.au/privacy-policy. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. Personal information collected from entrants will not be disclosed to any entity located outside of Australia.
- 14. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and State/Territory or postcode of residence.
- 15. It is a condition of accepting the prize that a winner and their travel companion may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize. If a winner or travel companion is under the age of 18, a nominated parent or legal guardian of the winner or travel companion will be required to sign the legal release on the winner or travel companion's behalf.
- 16. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
- 17. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
- 18. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.
- 19. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.

- 20. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion or claiming a prize, the Promoter will resolve the dispute in direct consultation with the entrant. If the dispute cannot be resolved the Promoter's decision will be final.
- 21. The Promoter and its associated agencies and companies, Posty Touring, Inc., Richard Austin Post p/k/a Post Malone, and each of their respective officers, directors, agents, representatives, successors and assigns will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
- 22. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
- 23. Unless otherwise specified, a prize is a single event for the winner (and their guest) and cannot be separated into separate events or components.
- 24. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
- 25. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
- 26. Acknowledgement: the Promoter and entrants acknowledge and agree that neither Austin Richard Post p/k/a Post Malone, nor Posty Touring, Inc. or any of their respective owners, officers, directors, employees or representatives, are responsible in any manner whatsoever for the administration, implementation or operation of or for the Promotion, and are only prize providers solely of the concert tickets with regard hereto.
- 27. NSW Authority No. TP/1951 Permit No's: ACT TP 22/02471 & SA T22/2046.