Giveaway Terms & Conditions

General

- 1. The Promoter South32 Group Operations Pty Ltd ABN: 74 601 343 202, Level 35, 108 St Georges Tce, Perth, 6000.
- 2. Information on how to enter and prizes form part of the entry. Entry into the competition is deemed acceptance of these terms and conditions.
- 3. If there is any inconsistency between these Terms and Conditions and anything else that refers to this competition, these Terms and Conditions will prevail.

Who Can Enter

- 4. Entry is open to anyone over the age of 18 who is an Australian Resident except employees and immediate families of the Promoter and their associated companies and agencies. Immediate family includes the following: spouse, ex-spouse, defacto 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 first cousin.
- 5. Entrants must be 18 years of age or older as at the date of entry in order to be eligible to enter the competition.
- 6. The Promoter reserves the right to request winners to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity or proof of registration ownership in order to claim a prize. Proof of identification, residency and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

When to Enter

- 7. The competition commences on 14 January 2025 and concludes on 26 April 2025 at 23:59 AWST. Entries must be received by the Promoter prior to the competition close date and time.
- 8. The time of entry will in each case be the time the online entry is received by the Promoter's database, not at the time of transmission by the entrant.
- 9. The Promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason.

How to enter

- 10. Entrants may enter the competition by
 - 1. Scanning a QR code at any of the four Telethon Community Cinemas locations; and
 - 2. Answering required questions for your chance to win.
- 11. Entrants are required to take full responsibility for the content of their entry and for ensuring that their entry complies with these Terms and Conditions. For the purposes of these content requirements, "entry content" includes any content (including text) that entrants submit in connection with their entry into the Promotion.

- 12. Any entry that is made on behalf of an entrant by a third party will be invalid, unless the entrant requires the assistance of a third party to enter due to a disability.
- 13. The Promoter reserves the right to disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these Terms & 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. This includes, but not limited, to entrants and households using multiple Instagram accounts.
- 14. There is no entry fee and no purchase necessary to enter.

Number of Entries Permitted

16. Unlimited

Draw and Notification of Winner

- 17. The winner will be the first valid entry submitted in accordance with these Terms and Conditions that is drawn by South32 by random selection every Monday during the competition period
- 18. The Promoter's decision is final, and the Promoter will not enter into correspondence regarding the competition result or any other decisions the Promoter makes in connection with the Promotion.
- 19. The winner will be notified by email within 24 hours of the draw.
- 20. The prize 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 (i.e. Internet Service Provider account holder).
- 21. 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 the Promoter.
- 22. In the event that the winner is not able to be contacted, The Promoter will continue to attempt to contact the winner over a three-month period, at which point the Promoter will perform a redraw to source another winner.
- 23. A winner's name will be available for 28 days after the competition closing date by emailing the following address: keryn.hagarty@south32.net

Prize On Offer

- 24. The prize contains the following:
 - 1 x double pass to the Telethon Community Cinemas 2024/25 season.
- 25. The Promoter accepts no liability for any injuries or other experienced by the winner while undertaking activities or travel related to this competition and prize. The Promoter accepts no liability for costs incurred whilst undertaking activities related to this competition.

- 26. The promoter is not responsible for inaccurate prize details supplied to any entrant by any third party connected with a game.
- 27. The prize is as stated, and no cash or other alternatives will be offered. A prize(s) are not transferable. Prize(s) are subject to availability, and we reserve the right to substitute any prize with another of equivalent value without giving notice.
- 28. The prize can be used to redeem 2 x Adults, Seniors, Students, Concession Card Holder or Childrens tickets and can be used at any of the four Telethon Community Cinemas locations.

Use of Personal Information

- 30. Any personal information you provide in the course of this Competition will be subject to these Terms & Conditions and to the Promoter's <u>Privacy policy</u>. You agree that the Promoter will use the contact details you provided as part of your entry to contact you in the event you are selected as one of the winners.
- 31. By entering this competition, you consent to the collection, storage, and use of your personal information in accordance with applicable data protection laws.
- 32. Your information will be used solely for the purpose of administering the competition, including but not limited to verifying eligibility, contacting winners, and delivering prizes.
- 33. All data will be handled securely and retained only as long as necessary for the competition's administration or as required by law.
- 34. Any personal data relating to the winner or any other entrants will be used solely in accordance with current Australian data protection legislation and will not be disclosed to a third party without the entrant's prior consent.
- 35. By entering the Competition, you agree to your personal information being used for the purposes described in these Terms and Conditions, including the purposes of assessing your eligibility, administering the Competition, prize fulfilment, and for contacting you if you are selected as a winner.
- 36. You are providing your information to South32 and not to any other party. The information provided will be used in conjunction with the following Privacy Policy.

Other

- 34. The promoter reserves the right to cancel or amend a game and these terms and conditions without notice in the event of a catastrophe, war, civil or military disturbance or any actual or anticipated breach of any applicable law or regulation or any other event outside of the promoter's control. Any changes to a game will be notified to entrants as soon as possible by the promoter.
- 35. A game and these terms and conditions will be governed by Australian law and any disputes will be subject to the exclusive jurisdiction of the courts of Australia.
- 36. All promotions are in no way sponsored, endorsed, or administered by, or associated with, Facebook, Twitter or any other Social Network.