

Official Rules for the ‘Win a Snow Pit at your home’ promotion

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 purchasing a ticket online to The Big Freeze Winter Family Festival and confirming your entry with a comment on the related blog post at www.thebigfreezefestival.com or promotional post at www.facebook.com/thebigfreezeAU
- Eligibility:** Only individuals residing in Victoria 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.
- Entrants who purchase festival tickets before June 4, 2016 will receive 10 entries per ticket purchase. Entrants who purchase festival tickets between June 5 and June 18, 2016 will receive 5 entries per ticket purchase. Entrants who purchase festival tickets between June 19 and July 10, 2016 will receive 1 entry per ticket purchase. Entrants can also receive 10 extra bonus entries for every person they refer via their unique woobox URL who enters.
- Promotion period, place, time & date of selection :** The Promotion starts at 12PM on May 29, 2016 and closes at 5PM on July 10, 2016. The winner will be selected by July 31 once all entries have been verified. Dates and times are Melbourne, Victoria, Australia times.
- Prize details:** Details of prize are: at a date and time decided by the Promoter by the time the Winner is selected, a snow machine, two tonne of ice, three phase generator, delivery truck and three operational staff will arrive at the Winner’s home and produce snow to be placed in a location determined by the Winner. 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.) The Winner also accepts the prize at his/her own risk and hereby agrees to indemnify, to keep indemnified, and save harmless the Promoter against all claims, demands, actions, damages, costs, losses and expenses of any nature whatsoever which may be incurred directly or indirectly by receiving the snow by reason of or in relation to the use of the snow, including without limitation claims arising out of or in connection with any accident, damage or injury to property or person.
- Prize value:** The total prize value does not exceed AU \$3,500. 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. 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.
- 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 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 making contact via The Big Freeze Festival Facebook page or responding to email sent to you by promoter. 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 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 The Trustee for Kelly Brown Trust ABN 76 620 860 701 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.

11. **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 The Trustee for Kelly Brown Trust ABN 76 620 860 701, you agree that the promoter has a commercial alliance with the company.
12. **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 <https://www.thebigfreezefestival.com.au/privacy-policy/> 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 The Trustee for Kelly Brown Trust ABN 76 620 860 701, you agree that The Trustee for Kelly Brown Trust ABN 76 620 860 701 may also collect, use and disclose information about you for direct marketing and data analytics purposes on the terms of this clause.
13. **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 the State of Victoria, 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.
14. **Your rights under Consumer Law and who you give your commitments to**
 - a. 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.
 - b. 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:
 15. a director, officer, employee, agent or subcontractor of us;
 16. The Trustee for Kelly Brown Trust ABN 76 620 860 701
 17. 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;
 18. a body corporate that is engaged in a joint venture with us or with a Principal;
 19. 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,
 - a. (with each of the above individually described as a Principal); and
 20. any director, officer, employee, agent or subcontractor of a Principal or of any the entities in paragraphs 16 to 19 inclusive
21. **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.

22. **Our details:** We are the promoter. Our details The Trustee for Kelly Brown Trust ABN 76 620 860 701. 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.