| Patron Survey   Palais Theatre |   |
|--------------------------------|---|
| Promotion Terms and Conditions |   |
|                                |   |
| ("Rules")                      |   |
| Promotion                      | 2025 Palais Theatre Patron Survey   |
| Promoter                       | Live Nation Australia Venues P/L  |
| Website                        | These Rules can be found at <a href="https://www.palaistheatre.com.au/terms-and-conditions">https://www.palaistheatre.com.au/terms-and-conditions</a>   |
| Promotional<br>Period          | Start Date 12:00pm 25/08/2025<br>End Date: 5:00pm 27/08/2025  |
| Eligible<br>Entrants           | <ol> <li>Entry is open to Australian residents over 18 years of age.</li> <li>Employees of the Promoter and their immediate families are not eligible to enter.</li> </ol>  |
| How to<br>Enter                | <ol> <li>To enter the Promotion, the entrant must complete the Palais Theatre 2025 Patron Survey during the Promotional Period.</li> <li>By entering the Promotion, entrants accept these Rules.</li> <li>Any entries submitted outside of the Promotional Period will not be accepted.</li> </ol>  |
| Entries<br>Permitted           | Entry into the Promotion is limited to one (1) entry per entrant. If it is discovered that an entrant has attempted to exceed this entry limit, all entries submitted by that entrant will be void.   |
| Prize                          | One (1) double pass (admit two (2)) to a selected performance at Palais Theatre. Passes to performances are subject to availability.  Attendance must be taken to coincide with the selected performance. Prizes are only valid on the dates advised by the Promoter and can only   |
| Prize Value                    | be redeemed in accordance with the Prize supplier's terms and conditions.  Approximately of a value up to AUD \$80 - \$150. Final Prize value is  |
| Prize value                    | dependent on the selected performance.  |
| Prize<br>Conditions            | <ol> <li>The winner consents to the Promoter, without royalty or any fees, using their name, likeness, image, voice and entry in any marketing and promotion of the Promotion, the Promoter or the Promoter's business.</li> <li>The winner agrees to comply with all the conditions of use of the Prize (including but not limited to venue conditions of entry, and ticket terms and conditions) and the Prize supplier's requirements. It is the responsibility of the winner to confirm such conditions with the Prize supplier or other relevant third parties.</li> </ol> |

3. The Prize must be redeemed within six (6) months from the date of issue. 4. The winner is only entitled to the Prize and is not entitled to any additional prizing or cash reimbursement to compensate for any difference in actual Prize redemption cost and maximum value. No Prize can be taken as cash. No compensation is payable if the winner cannot receive any aspect of the Prize for any reason. 5. All Prizes are non-transferable. Any Prize that is found to be for sale or on-sold will be cancelled and will not be reissued. 6. Transportation to and from an event and all other ancillary costs relating to redemption of the Prize are the responsibility of the winner (at the winner's sole cost and expense). 7. Should any elements of the Prize be changed, moved, cancelled or not available for any unforeseen reason or for reasons outside of the Promoter's control, the Promoter takes no responsibility, and the winner will not be compensated. 8. If the Prize is unavailable, the Promoter may substitute the Prize with a substitute prize, provided that the substitute prize is of the same or similar value or specification as the Prize, subject to legislative approval. The Promoter accepts no other liability or responsibility for any loss incurred by the winner or any other party if the Prize (or any part of the Prize, if applicable) is unavailable for any reason. 1. The Promotion is a game of chance. Judging 2. The winner will be drawn at 12:00pm on Thursday 28/08/25 at 111 Cambridge Street, Collingwood VIC 3066. 3. Each valid entry will be entered into a process of random selection. 4. The winning entry will be the entry that is selected at random draw. 5. The Promoter's decision will be final and binding. 6. The winner will receive the Prize. Number of There will be one (1) winner in the Promotion. Winners Winner The winner will be notified via email within seven (7) days of the draw. Notification Proof of identification must be provided upon request. Winner The winner's last name, first initial and postcode will be posted on the Publication Website within seven (7) days after the draw date. Unclaimed 1. The winner must accept the Prize within 14 days after being drawn as **Prizes** the winner ("Unclaimed Prize Date"). If the winner does not accept the Prize by the Unclaimed Prize Date, the Promoter may redraw the Prize. 7. If for any reason, the Prize has not been awarded by the Unclaimed Prize Date, the Promoter may conduct a further draw from the pool of valid entries at 12:00pm on 12/09/25 at 111 Cambridge Street, Collingwood VIC 3066.

- 2. Any further draw winner will be notified via email within seven (7) days of the further draw.
- 3. If efforts to confirm a winner in accordance with these Rules are unsuccessful, the Promoter reserves the right, in its sole discretion, to award no Prize in this Promotion.

## General Terms

- 1. All decisions of the Promoter with respect to any aspect of the Promotion, including without limitation the eligibility of entries, are final and binding on all entrants in all matters as they relate to this Promotion.
- 2. The named individual winner must be the individual that proceeds with the Prize.
- 3. Entries must not contain derogatory characterisations of any ethnic, racial, sexual or religious groups, references to illegal or inappropriate activity, behaviour or conduct, or any other references that could be considered inappropriate, unsuitable or offensive, as determined by the Promoter, in its sole discretion. The Promoter may delete any entries it deems offensive or inappropriate in its discretion and such entries will be disqualified from the Promotion.
- 4. The Promoter will collect personal information about entrants for the purposes of conducting the Promotion and awarding the Prize. All information will be handled in accordance with the Promoter's privacy policy which can be accessed at <a href="www.palaistheatre.com.au/privacy-policy">www.palaistheatre.com.au/privacy-policy</a>
- 5. All entries will become the property of the Promoter and each entrant hereby assigns, including as a present assignment of future copyright, any right, title and interest (including copyright) the entrant may have in the entry to the Promoter worldwide and in perpetuity. Each entrant acknowledges that the Promoter may use the entry and any intellectual property rights subsisting in the entry in any medium and in any manner it sees fit, including without limitation, by reproducing, modifying or adapting such entries, free from any claim whatsoever in any country or place in the world. Each entrant further consents to any and all acts or omissions of the Promoter which would, but for this consent, infringe any of the entrant's moral rights or similar rights in the entry.
- 6. The Promoter is not liable for any loss, expense, damage or liability suffered or incurred by entrants and winners in connection with the Promotion, including:
  - (a) any late, lost, altered, damaged or misdirected entries or Prize acceptance, including delays due to technical disruptions or network congestion;
  - (b) any incorrect or inaccurate information caused by equipment or programming associated with or utilised in the Promotion;
  - (c) any technical error, including any omission, interruption, deletion, defect, delay in operation or transmission or communications line, telephone, mobile or satellite network failure;

- (d) any theft, destruction, unauthorised access to or alteration of entries; and
- (e) any use of the Prize or any tax liability incurred by the winner as a result of accepting the Prize,
- except to the extent that such loss, expense, damage or liability is caused or contributed to by the fraud, negligence or wrongful act or omission by the Promoter. Nothing under this paragraph is intended to limit entrants' or winners' rights under the Australian Consumer Law.
- 7. The Promoter in its absolute discretion reserves the right to verify the validity of all entries and to disqualify entrants if entrants tamper with the entry process including but not limited to submission of an entry not in accordance with these Rules or where the Promoter reasonably believes that an entrant has acted in bad faith in respect of the Promotion.
- 8. In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any Promotion related materials, including but not limited to the Promotion entry form, the terms and conditions of these Rules shall prevail, govern and control.
- 9. All intellectual property, including but not limited to trade-marks, trade-names, logos, designs, promotional materials, web pages, source codes, drawings, illustrations, slogans and representations in connection with the Promotion are owned or licensed by the Promoter and/or its affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.
- 10. If for any reason any aspect of the Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure, force majeure or any cause beyond the reasonable 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.
- 11. These Rules are governed by the laws of VIC. The Promoter and all entrants irrevocably submit to the non-exclusive jurisdiction of VIC.