

GROUNDWATER COUNTRY MUSIC FESTIVAL P&O PEOPLE'S CHOICE AWARD 2023 - TERMS & CONDITIONS

**MAJOR EVENTS
GOLDCOAST.™**

1. GENERAL

The following terms and conditions will apply to the 'Groundwater Country Music Festival P&O People's Choice Award 2023' promotion ('Promotion') which is conducted by Experience Gold Coast Pty Ltd trading as Major Events Gold Coast ABN [77 633 448 094] at 10 Beach Road, Surfers Paradise QLD 4217 who can be contacted on 1300 035 189 ('Promoter'). The Prize Provider is Carnival plc trading as P&O Cruises Australia ABN 23 107 998 443 of 465 Victoria Ave, Chatswood NSW 2067 ("Prize Provider").

- 1.1 By entering the Promotion, you acknowledge that you have read and agree to be bound by these terms and conditions.
- 1.2 The Promotion will be promoted in the lead up to, during and following Groundwater Country Music Festival (held 20 – 22 October, 2023) across digital platforms, including and not limited to Facebook, Instagram, TikTok and via the official festival website and app. You acknowledge that the promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram or the other social media platforms and you agree to release all social media providers from any liability associated with the Promotion.
- 1.3 The Promoter may disqualify any participant who fails to comply with these terms and conditions, manipulates the participation process, acts unfairly, dishonestly or unlawfully or who tries to influence the draw by disruption, harassment, annoyance of employees or representatives of the Promoter or other participants, even if the basis for disqualification is only determined after the Draw Date.

2. ENTRY & ELIGIBILITY

- 2.1 You may not enter this Promotion if you are an employee or officer of the Promoter or the Prize Provider or an employee or officer of Major Events Gold Coast or P&O Cruises Australia, or a member of such person's immediate family. Immediate family being a spouse, child, parent, sibling, de facto partner or any family member who resides at the same premises as you.

The promotion is not open to residents residing in the North Territory or Western Australia.
- 2.2 You may only enter this competition if you are 18 years or over and are
 - (a) permanently residing in Australia; and
 - (b) are aged eighteen (18) years or older on or before the Closing Date of the Promotion; and
 - (c) agree to all competition terms and conditions
- 2.3 To enter you must:
 - (a) During the Promotion Period, vote for your favourite Groundwater CMF artist via the official voting page on groundwatercmf.com. Only entries that provide their name and email as part of the voting process will be valid and count as an entry.
- 2.4 You may only enter this Promotion once and may not submit additional entries under different names.
- 2.5 Your entry will not be accepted by the Promoter and will be invalid if it is incomplete, indecipherable, or illegible.

- 2.6 There is no entry fee to enter this Promotion.
- 2.7 You warrant that any information you provide to the Promoter in relation to the Promotion is truthful, current, complete and accurate.
- 2.8 You understand that the Promoter may at any time verify any information that you have provided or that relates to your entry into the Promotion.
- 2.9 If any information you have provided is found to be fraudulent, invalid, incomplete or inaccurate or you are otherwise found to have manipulated the participation process, acted unfairly, dishonestly or unlawfully, tried to influence the draw by disruption, harassment, annoyance of employees or representatives of the Promoter or other participants or otherwise not complied with these terms and conditions, you will be disqualified from the Promotion even if the basis for such disqualification is only determined after the Draw Date.
- 2.10 If you are disqualified from the Promotion after you have been awarded a Prize, you must, if requested by the Promoter, return the Prize or pay its retail value (set out in item 6.1 below) to the Promoter.

3. PROMOTION DATES

- 3.1 The Promotion commences at 9am (AEST) on Friday, 20th October 2023 ('Opening Date') and closes at 11:59pm on Tuesday, 24th October 2023 ('Closing Date').
- 3.2 Entries received before the Opening Date or after the Closing Date will not be accepted.

4. DETAILS AND CONDUCT OF THE PROMOTIONS

- 4.1 The winner of the P&O People's Choice Promotion will be determined by a random computer generator.
- 4.2 The winner will be drawn:
 - (a) on Thursday, 26th October 2023 ('Draw Date')
 - (b) at Major Events Gold Coast, 10 Beach Road Surfers Paradise, Australia; and
 - (c) at 2PM AEST.
- 4.3 The winner of the P&O People's Choice Award will also be drawn at the above date and time.

The artist from the Groundwater CMF 2023 lineup with the most amount of votes will be deemed the winner of the P&O People's Choice Award.
- 4.4 The Promoter's decision as to the winner of the Promotion will be final and binding on all participants and no correspondence will be entered into by the Promoter in this regard.
- 4.5 The Promoter will determine reserve 'winners' to replace the major prize winner if they are subsequently disqualified or in the event the prize is forfeited or not claimed.

5. NOTIFICATION OF WINNERS

- 5.1 You do not need to attend the draw to be eligible to be drawn as a winner.
- 5.2 Each winner will be notified within 24 hours of the Draw Date by email and telephone (if required).
- 5.3 The winner's abbreviated details will also be shared via the Groundwater CMF Facebook and Instagram social pages within five business days of the Draw Date.

6. PRIZES

6.1 The winner will receive the following:

- (a) Three (3) night cruise in an oceanview room for two (2) people on board a P&O Cruises Australia Country Music Cruise departing Brisbane on 30 November 2024 valued at up to AU\$945 (as at 10 Oct 2023).

6.2 The cruise prize includes:

- (a) Onboard main meals (with the exception of those restaurants which have an additional cover charge);
- (b) selected onboard activities, evening entertainment, and access to nightclubs (with the exception of those activities and facilities which have an additional cover charge); and
- (c) c. taxes, fees and port expenses.

6.3 The artist who receives the greatest number of votes will receive the following:

- (a) P&O People's Choice Award trophy and the title of the 2023 P&O People's Choice Award winner.
- (b) The opportunity to perform on a P&O Country Music Cruise in 2024.

6.4 The value of the Prize/s set out in clause 6.1 are the retail value of Prize/s (including GST) on the day these terms and conditions were published, and the Promoter will not be liable in respect of any variation to the value of the Prize/s after this date.

6.5 If the winner of a Prize is below the lawful age to use or otherwise enjoy that Prize, the Promoter may, in its absolute discretion, award the Prize to the winner's lawful parent or guardian or require the parent or guardian to sign an indemnity and consent for the winner to receive the Prize.

6.6 The Prize/s is/are non-transferable and non-exchangeable for cash, credit or any other item.

6.7 The winner must prove his or her identity to the satisfaction of the Promoter before redeeming any Prize.

6.8 The Promoter may declare a Prize unclaimed if a winner is unable to prove their identity to the reasonable satisfaction of the Promoter.

6.9 If for any reason whatsoever a Prize is not available, the Promoter may substitute or replace the Prize with another prize of equal or greater value. However, if the Prize involves the winner attending an event and part or all of the event is abandoned, called off, varied or postponed for any reason, the winner will forfeit all rights to attend the event and the Promoter will have no obligation to provide the winner with any substitute prize for the event component of the Prize. This is in addition to clause 7.0 Additional Information.

6.10 The Prize is provided on an as is basis and the Promoter makes no representation or warranty as to the quality or fitness for purpose of the Prize. To the extent permitted by law, all conditions, warranties, guarantees, rights, remedies, liabilities and other terms implied or conferred by statute, custom or the general law that impose any liability or obligation on the Promoter are excluded, however nothing contained in these terms and conditions excludes, restricts or modifies the application of any provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law, provided that, to the extent that such law permits the Promoter to limit its liability, then the Promoter's liability is so limited. The Prize does not include installation, registration fees or any other fees incurred by the winner in connection with the use of the Prize.

7. ADDITIONAL PRIZE DETAILS

- 7.0 Any travel costs, such as transport to/from the departure port will be the responsibility of the winner and will not be borne by the Prize Provider.
- 7.1 Shore excursions or other onboard activities, spending money, additional meals, taxes, insurance, passports, visas, vaccinations, transfers, items of a personal nature, in-room charges and all other ancillary costs are not included. The winner and their companion are responsible for ensuring that they have the necessary and valid travel documentation including, passports, any requisite visas and vaccinations.
- 7.2 The Prize is not redeemable for cash and is not transferable. If the winner is, for whatever reason, unable to travel within the nominated period, or do not take an element of the prize within the time stipulated by the Prize Provider then that element of the prize will be forfeited by the winner.
- 7.3 In accepting the Prize, the winner agrees to participate in and co-operate with all reasonable media editorial requests, including but not limited to, being interviewed, and photographed, and the winner grants the Promoter and Prize Provider a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide and the winner will not be entitled to any fee for use.
- 7.4 The winner agrees they will not sell or otherwise provide their story and/or photographs to any media or other organisation.
- 7.5 Standard terms and conditions of travelling with P&O Cruises Australia will apply, including any applicable age restrictions and vaccination and testing requirements. See Booking and Travel Conditions at <https://www.pocruises.com.au/plan/how-to-book/book-travel-conditions> which passengers will be bound by.
- 7.6 The winner must provide valid identification to P&O Cruises Australia. The winner or a travelling companion must be over the age of 18 (subject to applicable age restrictions). Alcohol consumption and gambling onboard are restricted to passengers aged 18 years of age or older. A credit card imprint or cash deposit will be required from the winner at check-in in order to board the cruise ship, for all incidental charges.
- 7.7 The Prize Provider may require the winner to sign a waiver of liability and indemnity in the form determined by the Prize Provider in its absolute discretion.
- 7.8 Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.

7. UNCLAIMED PRIZES

- 7.1 The Prize must be redeemed by 31 December 2023. If the Prize is not redeemed by this date the winner will forfeit the Prize.

8. USE OF INFORMATION

- 8.1 Any confidential or personal information you provide the Promoter in connection with the Promotion will be dealt with by the Promoter in accordance with the Promoter's privacy policy which is available at www.majoreventsgc.com. If you opt-in to receiving marketing communications from the Prize Provider, your personal information will be provided to the Prize Provider and dealt with in

accordance with its' Privacy Policy which is available at: <https://www.pocruises.com.au/business/privacy-policy>. The winner's personal information will be provided to the Prize Provider to administer the Prize.

- 8.2 The Promoter may record or use any information you provide the Promoter for the purpose of conducting the Promotion and any other purpose set out in the Promoter's privacy policy.
- 8.3 The Promoter may disclose and publish the name and any other particulars of the winner (including photographs) for publicity and promotional purposes and if you are a winner you agree to co-operate with and participate in any activities organised by the Promoter in this regard provided the Promoter is responsible for any costs associated with such co-operation or participation.

9. INTELLECTUAL PROPERTY

- 9.1 Ownership of any materials you provide or submit in connection with the Promotion (whether in written, audio, electronic or visual form) (Materials) is assigned to the Promoter at the time the Materials are provided or submitted. The Promoter may deal with the Materials in accordance with its rights and obligations as the lawful owner of the Materials.
- 9.2 You warrant that you own the copyright and all other intellectual property rights that attach to any Materials and that you are lawfully able to assign ownership of the Materials as required by clause 9.1
- 9.3 You agree to execute all documents and do all things necessary to assign ownership of the Materials as required by clause 9.1 and if you fail to execute such documents or take such necessary action within seven (7) days of the Promoter requesting you to do so in writing, you irrevocably authorise the Promoter as your agent to execute the documents or take the necessary action on your behalf.
- 9.4 You agree to being broadcast, filmed, photographed or otherwise recorded without compensation whilst participating in the Promotion and to such tape, photograph or footage being used by the Promoter in the conduct of the Promotion and for any promotional purposes connected with the Promotion or the business of the Promoter.

10. GENERAL

- 10.1 To the extent permitted by the law, you agree to release and hold harmless the Promoter and its personnel from any expenses, costs, liabilities, claims, actions, proceedings, damages, judgments and losses of any kind whatsoever (including consequential and economic losses, property loss/damage and damages for injury, including personal injury and death) (Losses) incurred or suffered by you and which arise out of, are caused by, are attributable to or result from your participation in this Promotion (including your use and/or enjoyment of the Prize/s) except to the extent such Losses are caused or contributed to by a wrongful or negligent act or omission of the Promoter or its Personnel.
- 10.2 To the extent permitted by the law, you agree to indemnify the Promoter and its personnel against any Losses incurred or suffered by the Promoter which arise out of, are caused by, are attributable to or result from any wrongful or negligent act or omission of yours.
- 10.3 In the event of a force majeure or if anything occurs that corrupts or affects the administration, security, fairness, integrity or proper and lawful conduct of this Promotion, the Promoter may cancel, terminate, modify or suspend the Promotion and the Promoter will not be liable for any Losses incurred or suffered by you which arise out of, are caused by, are attributable to or result from any such cancellation, termination, modification or suspension.

- 10.4 Unless otherwise stated in these terms and conditions or other materials produced by the Promoter in connection with this Promotion, you are responsible for any taxation liability (including any GST liability) or other government charges or reporting requirements which arise directly from your participation in the Promotion or receipt of the Prize (if any). If participation in the Promotion or receipt of a Prize involves a taxable supply being made, then you are solely responsible for paying any amount charged by the entity making the supply in respect of its GST liability on the supply. The Promoter does not offer any advice or accept any responsibility with respect to these matters.
- 10.5 Should any provision of these terms and conditions be held to be unenforceable, such provision will be deemed severed from these terms and conditions without affecting the enforceability or validity of the remaining provisions which shall continue in full force and effect.
- 10.6 The Promoter may (subject to law) vary the terms of, or terminate, this Promotion at any time at its absolute discretion without liability to any Participant. The Promoter will not award the prize if the Promotion is terminated for whatever reason.

11. PERMIT NUMBER

- 11.1 n/a