

SEE THE GREAT BEAUTY AND EXPERIENCE ROME COMPETITION TERMS & CONDITIONS

DEFINITIONS

1. The following definitions apply to these Terms and Conditions:

- a) "Closing Date" means 11:59pm AEDT on Friday 28 February 2014.
- b) "Commencement Date" means 10:00am AEDT on Friday 13 December 2013.
- c) "Determination Date" means 10:00am AEDT on Friday 7 March 2014.
- d) "Entrant" means a person who enters the Promotion.
- e) "Prize" means the prize offered in the Promotion.
- f) "Winner" means the Entrant who wins the Prize.
- g) "Promoter" means Palace Entertainment Pty Ltd (trading as Palace Films) ABN 93 833 958 293 of Level 1, Cnr Oatley Rd & Oxford St, Paddington NSW 2021.
- h) "Promotion" means this competition.
- i) "Promotion Period" means the period between the Commencement Date and the Closing Date.
- j) "Relevant Parties" means the Promoter and the agencies and companies that are associated with the Promoter or the Promotion.
- k) "Supplier" means the supplier of the Prizes.
- l) "Website" means the Palace Films hosted website for the film "The Great Beauty", located at <http://www.thegreatbeauty.com.au>
- m) "Unclaimed Prize Determination" has the meaning set out in Clause 26.
- n) "Unclaimed Prize Determination Date" means Friday 21 March 2014.

2. All times and dates are times and dates in Sydney, Australia.

PARTICIPATION

3. The Promotion is conducted by the Promoter.

4. The Promotion is a game of skill, and chance plays no part in determining the Winner.

5. Entry to the Promotion constitutes acceptance of these Terms and Conditions. By entering the Promotion, Entrants accept and acknowledge full responsibility for their decision to participate in the Promotion and to take the Prize if they are the Winner.

6. All entry instructions and prize information published by the Promoter form part of these Terms and Conditions.

7. This Promotion will be advertised on the Website, and in Palace Films advertising and marketing during the Promotion Period.

8. An Entrant is eligible to win the Prize if they:

a) are a permanent resident of Australia; and

b) are over the age of 18, or, if under the age of 18, have their parent's or guardian's permission before entering the Promotion;

and are not:

c) employees of:

i. the Promoter;

ii. the Supplier;

iii. any corporations or agencies related to the entities in paragraphs (i) and (ii) above; or

iv. any of the Relevant Parties; or

d) a spouse, de facto spouse, parent, child or sibling (whether natural or by marriage or adoption) of a person who is an employee of any of the entities listed in paragraph (c) above.

9. Entry to the Promotion commences on the Commencement Date and closes on the Closing Date.

ENTRY

10. To enter the Promotion, an Entrant must, during the Promotion Period:

a) go to the Website;

b) click on the 'See The Great Beauty and Experience Rome' link to access the entry form;

c) complete all of the required data entry fields on the entry form; and

d) complete the following sentence in 25 words or less:

"When in Rome..."

11. An Entrant's entry must not be:

a) late;

b) delayed;

c) incomplete;

d) incomprehensible;

e) unlawful;

f) obscene;

g) defamatory;

h) libelous;

i) threatening;

j) pornographic;

k) harassing;

l) hateful;

m) racially or ethnically offensive;

n) capable of encouraging conduct that would be considered a criminal offence;

- o) capable of violating any law; and/or
- p) capable of giving rise to civil liability.

12. Entry to the Promotion is limited to 1 entry per Entrant over the Promotional Period. Any additional entries citing the same email address will be disqualified.

13. Entrants must ensure that their entries are received by the Promoter during the Promotion Period. All entries are deemed to be received at the time of receipt by the Promoter, not the time of transmission by the Entrant. The Promoter takes no responsibility for late, lost or misdirected entries or for any delays or failures in any telecommunications services or equipment.

14. Entry via the Website is free. However, any costs associated with accessing the Website are the responsibility of the person seeking access and are dependent on the internet service provider used.

15. Entrants must make their Website entries manually using an internet browser. The Promoter may reject an entry if it reasonably forms the opinion that the entry has been made using automated entry means or by use of a computer entry service.

16. Should an Entrant's contact details change at any time between the date on which they enter the Promotion and the Determination Date, it is the Entrants responsibility to notify the Promoter. A request to access or modify any personal information should be made to the Promoter.

17. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or with the terms on the entry page or who tampers with the entry process.

18. Any entry that is made on behalf of an Entrant by a third party, or otherwise by proxy, will be invalid.

20. The Promoter may, at its absolute discretion, declare any or all entries made by an Entrant to be invalid if the Entrant:

- a) fails to establish their entitlement to win the Promotion to the Promoter's satisfaction;
or
- b) fails to produce items as required by Condition 17 or produces items that appear to be illegible, stolen, forged, reconstructed, altered, incomplete or tampered with in any way;
or
- c) appears, to the Promoter, to have tampered with, or benefited from tampering with, the entry process; or
- d) has submitted an entry that is not in accordance with these Terms and Conditions.

WINNER

21. There will be one (1) Winner determined from all entries received during the Promotion Period. This Winner will receive one (1) Prize.

22. The Winner will be determined on the Determination Date by the Promoter at the Promoter's premises (Level 1, Cnr Oatley Rd & Oxford St, Paddington NSW 2021).

23. The Promoter will, at its discretion, select the best answer based upon originality, creativity, and adherence to the word limit.

24. The Promoter's decision is final and no correspondence will be entered into.

25. The Winner will be notified by phone and/or email within 2 business days of the Determination Date. The name, suburb and state of the Winner will be published on the Website within five business days of judging. The Prize must be booked with the Supplier by the Winner within 60 days of notification. The Winner must provide at least 30 days' notice of their preferred travel dates.

26. All reasonable attempts will be made to contact the Winner. Subject, where relevant, to any directions given under the legislation regulating the Promotion, if a Prize is:

a) not claimed by the Winner by 9:00am AEDT on the Unclaimed Prize Determination Date; or

b) forfeited for any reason,

the Prize will be awarded to the Entrant whose entry was adjudged in next place on the Determination Date. This unclaimed prize determination (the "Unclaimed Prize Determination") will take place at 11:00 AEDT on the Unclaimed Prize Determination Date and will be conducted by the Promoter at Level 1, Cnr Oatley Rd & Oxford St, Paddington 2021. The Winner of the Unclaimed Prize Determination will be notified by phone and/or email within 2 business days of the Unclaimed Prize Determination Date.

PRIZE

27. The Prize includes:

a) Credit with Etihad Airways (AUD \$2985.20) towards international flight (or flights) to Rome from any eligible Australian international airport.

b) CIT Travel voucher (AUD \$2000) towards land arrangements in Rome. Land arrangements encompass accommodation, tours and transfer.

c) Two Italy Eurail 1st class passes, which provide 5 days of travel over 2 months.

THE PRIZE IS VALUED AT APPROXIMATELY AUD \$6317.20

28. The Promoter will put the Winner into direct contact with the Supplier (CIT Holidays), who will manage the flights and accommodation bookings on behalf of, and in consultation with, the Winner.

29. Domestic transfers for the Winner to the Australian airport of departure and return (whether Sydney, Brisbane, Melbourne, Adelaide or Perth) will be at the Winner's cost.

30. The Prize value is correct as at 13 December 2013 and is reflective of the recommended retail price at the opening date of the Promotion (inclusive of GST). The Promoter takes no responsibility for any variations in the Prize value.

31. If the Winner is under the age of 18, they must be accompanied on the Prize by a parent or guardian.

32. The Etihad voucher (as set out in paragraph 27a) is valid for any flight or flights to and from Rome (first, business or economy), but only to the value listed. Any additional cost for selected flights will be the expense of the Winner.

33. Travel must commence on or before 30 October, 2014.

34. If any Prize (or any part of any Prize) is unavailable for any reason, the Promoter will, in its absolute discretion, substitute alternative goods or services of no lesser retail value and/or specification. The Promoter accepts no other liability or responsibility for any loss incurred by any Winner or any other party if any Prize (or any part of any Prize) is unavailable for any reason.

35. Prizes cannot be refunded, transferred or exchanged and, except as expressly permitted by these Terms and Conditions, cannot be taken as a monetary payment.

36. The Promoter reserves the right to refuse to allow the Winner to take part in any or all aspects of the Prize, if the Promoter determines, in its absolute discretion, that the Winner or their guest is not in the mental or physical condition necessary to be able to safely participate in the Prize.

37. Winners are advised that tax implications may arise from them winning the Prize and they should seek independent financial advice prior to accepting the Prize.

38. The Prize will be awarded to the person named in the winning entry.

39. Unless expressly stated, all costs and expenses associated with taking the Prize become the responsibility of the Winner, including:

a) additional taxes (excluding departure and any other flight-associated taxes, where flights are included in the Prize);

- b) costs associated with inoculations, passports and/or visa applications;
- c) transfers;
- d) travel insurance;
- e) spending money;
- f) meals;
- g) transport to/from an airport departure or return point;
- h) any additional accommodation and land arrangements;
- i) any extra sightseeing or activities; and
- j) all other incidental and ancillary costs incurred by the Winner and/or their travel partner as a direct or indirect result of taking the Prize.

40. The Winner and their guest must ensure that they have valid documentation, including but not limited to valid passports and visas, which meet the requirements of immigration and other government authorities at every destination. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be the sole responsibility of the Winner and their guest.

41. The Winner and the Winner's travel partner are responsible for any amendment fees issued by airlines or suppliers once booking is confirmed and ticketed.

42. All aspects of the Prize must be taken together as a package. In the event that for any reason whatsoever the Winner does not take the Prize or an element of the Prize at the time stipulated by the Promoter, the Prize, or that element of the Prize, will be forfeited by the Winner.

43. The Prize cannot be used in conjunction with any other discounts or special offers.

44. Frequent Flyer points may not available for the flights included in the Prize.

46. A credit card imprint or cash deposit may be required from the Winner and/or their travel partner at hotel check-ins, for all incidental charges.

47. The Promoter makes no representation as to the safety conditions or any other conditions that may exist at any destination. The Winner is advised to consult the website of the Australian Department of Foreign Affairs and Trade (www.dfat.gov.au) and make independent enquiries.

GENERAL

48. The Promoter reserves the right to take any action necessary in its sole discretion at any time, subject to any direction given under State permit regulations.

49. To the full extent permitted by the law, the Promoter and the Relevant Parties will not

be liable for any loss, damage, claim, cost, expense or personal injury suffered or sustained (including, but not limited to, that caused by any person's negligence) by any Entrant in connection with the Promotion or the Prize, including:

- a) any indirect, economic or consequential loss or loss of profits;
- b) any loss arising from the negligence of a Relevant Party; and
- c) any liability for personal injury or death.

50. If, for any reason, the Promotion is not capable of running as planned, including, without limitation, due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures, or any other causes beyond the control of the Promoter that corrupt or affect the administration, security, fairness or integrity, or proper conduct of the Promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process or take any other action, including to cancel, terminate, modify, or suspend the Promotion subject to any direction given under the relevant State/Territory permit regulations.

51. The Winner acknowledges that the Prize may be subject to additional terms and conditions imposed by third parties. The Winner must become acquainted with any such additional terms and conditions prior to taking the Prize. The Promoter does not accept any responsibility and is not liable for any additional conditions imposed on the taking of the Prize, or for the breach of those conditions by any person.

52. Except for any liability which cannot be excluded by law, the Promoter is not responsible for:

- a) any problems or technical malfunction with any telephone network or lines, computer online systems, servers or providers, computer equipment, or software, or any technical problems or traffic congestion on any computer system or at any website, or any combination thereof, including (but not limited to) any injury or damage to participants or any other person's property related to or resulting from participation in the Promotion;
- b) any incorrect or inaccurate information, caused either by users, by any of the equipment or programming associated with or used in connection with the Promotion, or by any technical error that may occur in the course of the Promotion; or
- c) any error; omission; interruption; deletion; defect; delay in operation or transmission; communications line failure; theft; or destruction or unauthorised access to, or alteration of, entries or Entrants' details.

53. Any attempt to cause damage to any website or the information on any website associated with this Promotion or to otherwise undermine the fair and legitimate operation of this Promotion may be a violation of criminal and civil laws. The Promoter reserves the right to seek damages in the fullest extent permitted by law in the event that

any such attempt is made, whether or not that attempt results in any such damage, interference or undermining.

54. These Terms and Conditions are governed by the laws of New South Wales. The Promoter and all entrants irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales.

55. These rules are Terms and Conditions and constitute the entire terms and conditions between the Entrant and the Promoter with respect to the Promotion and cannot be altered, modified, or amended.

56. All entries become the property of the Promoter.

PRIVACY

59. Your privacy is important to us. The Promoter is bound by the National Privacy Principles in the Privacy Act 1988. Entrants' personal information will be collected by or on behalf of the Promoter to enable it to administer the Promotion, publicise its Winners, and send Entrants marketing information only where Entrants have opted in to receive marketing information. Entrants' personal information may be disclosed to marketing and communications agencies, Prize suppliers and Prize deliverers in order to conduct this Promotion. Personal information about Entrants may also be disclosed to the authorities responsible for the regulation of gaming and lotteries. The Winner's name, suburb and state will be published and retained as required by relevant legislation and as specified in these Terms and Conditions. Entrants can contact the Promoter by mail at PO Box 625, Paddington, NSW 2021 or email info@palacefilms.com.au to request access to, or corrections of, any of the personal information that the Promoter holds about them.