

## Trade Promotion – Game of Skill Schedule to Terms of Entry

<b>Name of Promotion:</b>	<b>Win a Sony turntable and Foo Fighters catalogue on Vinyl!</b>
<b>Promoter:</b>	The Frontier Touring Co Pty Ltd ABN: 65 837 740 187 Address: 232 Dorcas Street, South Melbourne, VIC 3205 Email: <a href="mailto:info@frontiertouring.com">info@frontiertouring.com</a> Phone: +61 3 9690 3399
<b>Entry Restrictions:</b>	Entry is open to New Zealand Frontier Touring Members only. Entrants may be all ages. The Promoter may, in its sole and absolute discretion verify an Entrant’s eligibility to enter this Promotion and win a Prize. Representatives of the Promoter may contact Entrants to determine their eligibility, however, if an Entrant is spoken to by a representative of the Promoter, it does not mean they have been selected as a Winner and they may not be awarded a Prize.
<b>Promotion Period:</b>	Starts 10:00am (NZST) <b>Friday 1 September 2023</b> Ends 10:00am (NZST) <b>Friday 8 September 2023</b>
<b>Entry Method:</b>	Entrants must, during the Promotion Period, enter the Promotion through the online form. For a submission to be a <b>Valid Submission</b> , the Entrant must: <ol style="list-style-type: none"> <li>1. Press the “Enter competition” button or link provided on the Promotion Email or Promotion Site using your desktop computer, smartphone or tablet;</li> <li>2. This will bring up an Entry Form page with an “Entrant Information” form for you to complete:             <ol style="list-style-type: none"> <li>I. Full name</li> <li>II. Email address</li> <li>III. In 25 words or less, tell us what Foo Fighters album is your favourite and why?</li> </ol> </li> <li>3. Submit the entry.</li> </ol> Each <b>Valid Submission</b> will automatically be allocated one [1] entry into the Promotion.
<b>Entry Limits:</b>	All entries must be received during the Promotion Period. Entrants may only enter the Promotion once.
<b>Judging Criteria:</b>	All Valid Submissions will be individually judged based on, among other things, creativity and uniqueness by <b>8:00pm (NZST) on Friday 8 September 2023</b> .
<b>Prize Details:</b>	<b>Prize:</b> There is one [1] Prize Pack to be won, consisting of: <ul style="list-style-type: none"> <li>• One [1] x Sony LX-310 Turntable</li> <li>• One [1] x Foo Fighters ‘Medicine at Midnight’ Vinyl</li> <li>• One [1] x Foo Fighters ‘But Here We Are’ Vinyl</li> <li>• One [1] x Foo Fighters ‘Foo Fighters’ Vinyl</li> <li>• One [1] x Foo Fighters ‘The Essential Foo Fighters’ Vinyl</li> <li>• One [1] x Foo Fighters ‘Wasting Light’ Vinyl</li> <li>• One [1] x Foo Fighters ‘The Colour and the Shape’ Vinyl</li> <li>• One [1] x Foo Fighters ‘There is Nothing Left to Lose’ Vinyl</li> <li>• One [1] x Foo Fighters ‘Skin and Bones’ Vinyl</li> <li>• One [1] x Foo Fighters ‘Echoes, Silence, Patience &amp; Grace’ Vinyl</li> <li>• One [1]x Foo Fighters ‘One by One’ Vinyl</li> </ul>
<b>Total Prize Value:</b>	Total Prize value is \$1,000 NZD (including GST).

<b>Winner Notification:</b>	The Winner will be notified via email by 8:00pm (NZST) on <b>Monday 11 September 2023</b>
<b>Prize Claim Date and Time:</b>	The Prize must be claimed by 8:00pm (NZST) on <b>Wednesday 13 September 2023</b> The Winner must reply to the Notification email with a confirmation of acceptance to receive the Prize or email <a href="mailto:competitions@frontiertouring.com">competitions@frontiertouring.com</a>
<b>Prize Delivery:</b>	The Record Player and Vinyls will be mailed to the winner's nominated postal address.

# TRADE PROMOTION – GAME OF SKILL

## TERMS OF ENTRY

### INTRODUCTION

1. These Terms of Entry together with the Schedule to the Terms of Entry (collectively referred to as the “**Terms and Conditions**”) form the rules of entering the Promotion. By participating in the Promotion, the Entrant(s) accept these Terms and Conditions. Entries must comply with these Terms and Conditions to be valid. The Promoter reserves the right to disqualify any Entrant(s) and/or Winner(s) who does not comply with these Terms and Conditions.
2. The Entrant(s) consents to the Promoter using their photograph, name, likeness, image and/or voice in the event they are a Winner (including any photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
3. In the event there is any discrepancy between these Terms of Entry and the Schedule to the Terms of Entry, then the Schedule to the Terms of Entry will prevail.

### ELIGIBILITY

1. The Promotion is only open to an individual who complies with the Terms and Conditions, including but not limited to the Entry Procedure and Entry Restrictions.
2. Employees of the Promoter, and Employees immediate families, and agencies associated with this Promotion are ineligible to enter the Promotion.
3. Entries must be submitted by an individual (not via any agency or similar).
4. If a winning entry is deemed to have not complied with the Terms and Conditions, the Promoter reserves the right to discard that Entrant’s entry and proceed as if that Entrant had not entered the Promotion.
5. The Promoter reserves the right to disqualify any Entrant(s) and may refuse to award any Prize to an Entrant who is ineligible, or who has violated any rule of the Terms and Conditions, gained an unfair advantage in participating in the Promotion, or obtained Winner status using fraudulent means.
6. If due to any reason whatsoever the Promoter becomes aware, after an Entrant has won a Prize, that the Entrant has not complied with these Terms and Conditions, that Entrant will have no entitlement to the Prize, even if the Promoter has announced such Entrant as a Winner and the Entrant will be required, at the direction of the Promoter, to return, refund, or otherwise make restitution of the Prize.
7. Entries must be received by the Promoter during the Promotion Period. Late and/or incomplete entries will be disqualified.
8. Entries that, in the Promoter’s judgement, are offensive, defamatory, or otherwise objectionable, or inappropriate, or that infringe any third party rights will be invalid.
9. The Promoter reserves the right, at any time, to verify the validity of entries and Entrants (including requiring an Entrant to provide identification and evidence of eligibility such as proof of identity, age, and place of residence) and to disqualify any Entrant(s) who submits an entry that is not in accordance with these Terms of Entry or who tampers with the Entry Method.
10. Identification of an Entrant considered suitable for verification is at the Promoter's discretion including (without limitation) proof of identity, proof of age, and proof of residency. Errors and omissions of identification will be accepted at the Promoter's discretion.
11. Failure of the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

### HOW TO ENTER

12. Entry to this Promotion will be published on the Promoter's Website (or any approved third party website e.g., Audience Republic), emailed to Frontier Members on or about the start of the Promotion Period and posted on the Frontier Touring Facebook Page (<https://www.facebook.com/frontiertouring>), and/or the Frontier Touring Instagram Account (<https://www.instagram.com/frontiertouring>), and/or the Frontier Touring Twitter Account (<https://twitter.com/frontiertouring>). Entry to this Promotion is in accordance with the Entry Method of the Schedule to the Terms of Entry.
13. To enter this Promotion, an Entrant must, during the Promotion Period complete the relevant step(s) as set out in the Entry Method section of the Schedule to the Terms of Entry.

14. Upon validly completing the relevant steps set out in the Entry Method of the Schedule to the Terms of Entry, an Entrant will receive the number of entries specified in the Entry Method section of the Schedule to the Terms of Entry. The number of entries permitted per Entrant is specified in the Entry Method section of the Schedule to the Terms of Entry. Failure to abide by this condition may forfeit previous entries by the Entrant(s).
15. Entries must be received by the Promoter within the Promotion Period.
16. The Promoter accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure, or otherwise.
17. If entries are to be submitted via email, then such entries are deemed to be received at the time of receipt into the Promoter's database and not at the time of transmission by the Entrant(s).
18. By submitting an entry to the Promotion, the Winner(s) agrees, at the Promoter's request, to participate in any promotional activity regarding their win and consent to their name or image being used in any promotional material for the Promoter.

#### **SELECTION OF WINNERS (GAME OF SKILL)**

1. This Promotion is a Game of Skill. Chance plays no part in determining the Winner(s).
2. Entrants will, as applicable, be individually judged based on, among other things, creativity, and uniqueness in accordance with the Entry Method and Judging Criteria of the Schedule to the Terms of Entry; or determined based upon their cumulative point score gained by undertaking Eligible Activity or Additional Eligible Activity in accordance with the Entry Method during the Promotion Period.
3. To the extent applicable, all entries must be the original independent creation of the Entrant(s) and free of any claims that infringe any third party rights.
4. To the extent applicable, a panel of judges will be appointed by the Promoter (the "**Judges**"). Judging will occur at the Promoter's office on the date specified in the Judging Criteria of the Schedule to the Terms of Entry.
5. To the extent applicable, the Winner(s) will be determined by the Promoter based upon their cumulative point score gained by undertaking Eligible Activity or Additional Eligible Activity during the Promotion Period as set out in the Entry Method of the Schedule to the Terms of Entry. The determination will take place at the Promoter's office on the date specified in the Judging Criteria of the Schedule to the Terms of Entry.
6. The Entrant(s) will be judged against the above criteria in order to determine the Prize Winner(s), subject to verification of the Entrant(s) compliance with these Conditions (the "**Provisional Winner(s)**").
7. The Provisional Winner(s) will be notified on the date and via the method stated in the Winner Notification section of the Schedule to the Terms of Entry.
8. The Provisional Winner(s) must claim the Prize by the Prize Claim Date and Time using an accepted method of contacting the Promoter. The Judges' decision or Promoter's determination is final and binding in all matters related to the Promotion and there shall be no correspondence entered into with Entrant(s) regarding such determination.
9. The Judges and/or Promoter reserve the right to disqualify any Entrant(s) submitting an entry which, in the opinion of the Judges and/or Promoter, includes objectionable content, including but not limited to profanity, nudity, and potentially insulting, scandalous, inflammatory, or defamatory language.
10. The Promoter may require the Winner(s) to provide identification as requested by the Promoter including (without limitation) proof of identity, proof of age, and proof of residency. Identification considered suitable for verification is at the Promoter's discretion.

#### **PRIZE**

11. The Winner(s) will receive the Prize(s) as set out in the Prize Details section of the Schedule to the Terms of Entry.
12. The value of each prize comprising the Prize pool and the total prize pool value is set out in the Prize Value section of the Schedule to the Terms of Entry.
13. The Winner(s) (and as applicable, the Winner's guest and/or companion) must adhere to any territorial and age restrictions as detailed in the Schedule to the Terms of Entry when entering the Promotion and taking the Prize(s).
14. Except where specifically provided for by the Promoter as part of the Prize, the Winner(s) (and as applicable, the Winner's guest and the Winner's companion) are responsible for organising and paying for all costs associated with redeeming the Prize including but not limited to flights, transport, parking,

insurance, transfers, meals, spending money, incidentals, accommodation, and other ancillary costs. For the avoidance of doubt, in no instance will “spending money” be included in the Prize.

15. If a Prize involves a Show element, such Prize element must be taken in accordance with the Show Date as set out in the Entry Restrictions and/or as nominated by the Entrant in the Entry Method in the Schedule to the Terms of Entry.
16. Rights to receive the Prize(s) are non-transferable or exchangeable and shall not be taken as cash, unless otherwise advised by the Promoter in its absolute discretion. For clarity, in for any reason a Winner does not take any element of the Prize at the time stipulated by the Promoter, then that element of the Prize will be deemed forfeited by the Winner(s) and no other alternative Prize or cash will be supplemented for the element of the Prize forfeited.
17. The Promoter accepts no responsibility for any tax liability incurred as a result of Entrant(s) winning the Prize(s). Entrants should obtain independent tax and financial advice.
18. If a Prize involves a meet and greet element, such Prize element is subject at all times to the availability of the applicable third party and will be at the discretion of such third party. The Promoter will not be liable for the failure of the Winner(s) and any accompanying guest(s) to meet the third party for any reason and no cash or alternative Prize will be awarded in lieu of that element of the Prize.
19. The Promoter and its associated agencies and companies will not be liable for any damage to or delay in transit of Prizes. Prizes will be provided by the Promoter to the Winner(s) as stated in the Prize Delivery section of the Schedule to the Terms of Entry.
20. A Winner is deemed to be notified by the Promoter upon transmission of an electronic message (including but not limited to email and SMS and/or publication via any relevant social media platform) to the contact details supplied by the Winner(s) in the entry process and/or the contact details supplied to the Promoter during verification of the Entrant’s eligibility.
21. Where a Prize or an element of a Prize is to be posted to the Winner’s postal address as set out in the Prize Delivery of the Schedule to the Terms of Entry, such Prize is deemed to be delivered upon postage by the Promoter to the Winner’s postal address as supplied by the Winner(s) in the entry process and/or as supplied during the Promoter’s verification of the Entrant’s eligibility.
22. Where a Prize includes ticket(s), ticket allocation is at the Promoter’s sole discretion. Where a Prize includes a specific category of ticket(s) (e.g., General Admission or Reserved Seating), the ticket(s) cannot be exchanged for a different category. If a Winner is unable to participate in the Prize in the nominated ticket category, the Winner will be deemed to have forfeited the Prize. Tickets may not, without the prior written consent of the Promoter, be re-sold or offered for resale at a premium (including via online auction sites), or used for advertising, charity fundraising, promotion, or other commercial purposes (including but not limited to competitions and trade promotions), or to enhance the demand for other goods or services, either by the Winner(s) or any subsequent bearer. If ticket(s) are sold or used in breach of this condition, the ticket(s) may be cancelled, at the Promoter’s sole discretion, and the bearer of the ticket(s) may be refused admission.
23. The Promoter’s Terms of Sale and any applicable venue or Authorised Ticketing Agent terms and conditions apply to all tickets provided under this Promotion and by accepting tickets, the Entrant(s) agrees to be bound by such respective terms, including any applicable age restrictions. The Promoter’s Terms of Sale can be viewed at <http://www.frontiertouring.com/termsofsale>.
24. If a Winner of a Prize holds a Companion Card and the Prize includes two (2) tickets to a Show, the Promoter may require the Winner to take the Winner’s companion as the second person and the second ticket shall be deemed to convert to a Companion Ticket. There shall be no refund or exchange for the second ticket that converts to a Companion Ticket.
25. Where a Winner’s second Show ticket is deemed to convert to a Companion Ticket, it is a condition of accepting the Prize that the Winner and their companion must comply with all of the terms and conditions of use for the Prize. The Promoter and event organisers hereby expressly reserve the right to eject the Winner (and/or their companion) for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the Prize.
26. If the Prize or an element of the Prize relates to a Show, the Promoter accepts no responsibility for any loss or damage suffered if the Show relating to the Prize is postponed, cancelled, rescheduled, or relocated for any reason whatsoever. If the Prize or part of the Prize is unavailable, the Promoter reserves the right to substitute a different Prize item in the Promoter’s absolute discretion. Alternatively, the Promoter may decide in its absolute discretion to withdraw the Promotion before any Winner is notified, or thereafter if any circumstances beyond the Promoter’s reasonable control prevent or restrict the Promoter or any other person or party from providing the Prize or any aspect of the Prize.
27. If the Prize or an element of the Prize relates to a Show, and if a Winner of a Prize is under the age of 18 years (where entry to the Venue by persons under 18 is permitted), the Promoter may, at its discretion, award the Prize to the Winner’s parent or guardian and/or where the Prize includes two (2) tickets to a Show the Promoter may require the Winner to have a parent or guardian use the second ticket, who

- will assume all responsibility for the Winner for the duration of using the Prize and (if requested by the Promoter) have such parent or guardian provide the Promoter with written confirmation to that effect.
28. If the Prize or an element of the Prize relates to ticket(s) to a Show and the condition of entry into the Show requires that children aged 14 years of age or younger be accompanied by a parent or legal guardian, then if the Winner of the Promotion is 14 years of age or younger, then the nominated guest will be deemed to be the Winner's parent or guardian and that person must be aged 18 years or older.

## PRIVACY

29. The Promoter is bound by the Australian Privacy Principles contained in the *Privacy Act 1988* (Cth) and the New Zealand Information Privacy Principles the *Privacy Act 2020* (NZ). The Promoter's Privacy Policy can be viewed at <http://www.frontiertouring.com/privacypolicy>. To request access to or update personal information the Promoter holds about an Entrant, Entrants can contact the office of the Promoter or [info@frontiertouring.com](mailto:info@frontiertouring.com).
30. Entrants' personal information will be collected by or on behalf of the Promoter to enable the Promoter to administer and promote the Promotion and the Winner(s) of the Promotion. The personal information of Entrants may be provided to other persons or entities assisting in the conduct of the Promotion, including the Promotion administrator, suppliers and deliverers, Related Companies, Event Partners, and to authorities that regulate the Promotion. The Promoter, our Related Companies, and Event Partners may, for an indefinite period, unless otherwise advised, use the Entrants' personal information for promotional, marketing, publicity, research, and profiling purposes, including sending electronic messages or telephoning the Entrant(s) in accordance with the Promoter's Privacy Policy. Entrants may contact the Promoter via email to [info@frontiertouring.com](mailto:info@frontiertouring.com) to request access to or corrections of any of the Entrant(s) collected personal information that is held by the Promoter.
31. If an Entrant does not provide accurate personal information, the Promoter may determine that the Entrant is not eligible to win the Prize.
32. In addition to the terms set out above; if an Entrant has ticked an "opt-in" box upon entering the Promotion, the Entrant also agrees to the Promoter disclosing the Entrant(s) personal information to a third party directly associated with the Promotion, as nominated in the consent, to contact the Entrant(s) about those parties' special offers, updates, and or, for the purposes of direct marketing (including via electronic means). All entries become the sole property of the Promoter upon entry or submission to the Promotion.

## GENERAL

33. When a Promotion involves submission of materials by Entrants including comments, recordings, and images including but not limited to a Photograph (**Material**), and to the extent that the Entrants retains any rights (including copyright) in the Material, then when Entrants submit any Materials via the Promotion, the Entrants, unless the Promoter advises otherwise, licenses and grants to the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, communicate, publish, and display such Materials for any purpose in any media in whole or in part, with or without attribution (and the Entrant's full name), without compensation, restriction on use or liability. Entrants agree not to assert any moral rights in relation to such use. Entrants warrant that they have the full authority to grant the Promoter these rights.
34. Entrants agree that they are fully responsible for the Material the Entrants submit. The Promoter shall not be liable in any way for such Material to the full extent permitted by law.
35. The Promoter may remove any Material without notice to the Entrant(s) for any reason whatsoever. Entrants warrant and agree that: (a) the Entrant will not submit any Material that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication; (b) the Entrants' Material shall not contain viruses or cause injury or harm to any person or entity; and (c) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity, and the access or use of others' computer/tablet/phone or communication systems.
36. Without limiting any other terms herein, the Entrant(s) agrees to indemnify the Promoter for any breach of the Terms and Conditions.

37. In the event that the Promotion is conducted in part or entirely through the Promoter's Facebook Page, Instagram account, or Twitter account, the Entrants acknowledge that the Promotion is not sponsored, endorsed, or administered by, or associated with Facebook, Instagram, or Twitter, and as such, Facebook, Instagram, and Twitter have no liability to the Entrants in relation to the Promotion. Entrants agree to fully release Facebook, Instagram, and Twitter from any and all liability in relation to the Entrants participation in the Promotion. The Entrants acknowledge that the Entrants are providing information to the Promoter and not to Facebook, Instagram, or Twitter.
38. As applicable, entry and continued participation in the Promotion is dependent on Entrants following and acting in accordance with the Facebook Terms of Service, which can be viewed at <https://www.facebook.com/terms.php>, Instagram Terms of Use, which can be viewed at <https://help.instagram.com/581066165581870>, and Twitter Terms of Service, which can be viewed at <https://twitter.com/en/tos>.
39. Where entry to the Promotion is via the internet, any costs associated with accessing the internet are the responsibility of the Entrants. The use of any automated software or any other mechanical or electronic means that allows Entrants to automatically enter the Promotion repeatedly is prohibited and will render all entries submitted by such Entrant invalid.
40. The Promoter is not responsible for any technical malfunctions of a computers/tablets/phones online or wireless systems, servers or providers, computer equipment, software or other problems resulting from participation, or sending or receiving any communication or materials associated with this Promotion.
41. Nothing in these Terms and Conditions limits, excludes, or modifies, or purports to limit, exclude, or modify the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010* (Cth), as well as any other implied warranties under the *Australian Securities and Investments Commission Act 2001* (Cth) or similar consumer protection laws in the State and Territories of Australia ("**Non-Excludable Guarantees**").
42. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter, its related companies and agencies and all those entities' personnel (including its respective officers, employees and agents) excludes all liability (including negligence) for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) the Promotion; (b) the Prize; (c) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (d) for any injury or damage to any Entrant's (or any other person's) computer/tablet/phone or resulting from or otherwise relating to participation in this Promotion (including by downloading materials relating to this Promotion); (e) any theft, unauthorised access or third party interference; (f) any entry or Prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (g) any variation in Prize value to that stated in these Conditions; (h) if the Prize (or any element of the Prize) is cancelled or delayed for any reason beyond the reasonable control of the Promoter; (i) any tax liability incurred by the Winners or Entrants; or (j) taking of the Prize or redemption of the Prize including attendance at a Prize Event.
43. Nothing in these Terms and Conditions is intended to exclude, restrict, or modify a person's rights under the *Competition and Consumer Act 2010* (Cth).
44. If for any reason the conduct or operation of the Promotion is interfered with or disrupted in any way by a cause outside the reasonable control of the Promoter (including but not limited to vandalism, power failures, natural disasters, acts of God, civil unrest, strikes, tampering, computer/tablet/phone viruses or technical failures), the Promoter reserves the right, subject to any written directions of the relevant authorities, to cancel, terminate, modify, or suspend, or recommence the Promotion. The foregoing includes but is not limited to changes to Show Dates, Venues, and Show times. The Promoter takes no responsibility for changes to Shows which are outside of the Promoter's control.
45. The laws of Australia apply to this Promotion.