

LUNA PARK SYDNEY

#LunaParkFerdinand Competition – CONDITIONS OF ENTRY

INTRODUCTION

1. The “#LunaParkFerdinand Competition” (“**Promotion**”) is conducted by Luna Park Sydney Pty Ltd (ABN 39 102 907 184) of 1 Olympic Drive, Milsons Point NSW 2061 (“**Promoter**”).
2. Information on how to enter, mechanics of entry and prizes form part of these Conditions of Entry. Entry into the Promotion is deemed acceptance of these Conditions of Entry by each Entrant.
3. All times and dates specified in these Conditions of Entry are times and dates in Sydney, which may be Australian Eastern Standard Time (“AEST”) or Australian Eastern Daylight Time (“AEDT”) depending on the date.
4. The word "including" means "including without limitation" and "includes", "included" and "in particular" are also to be understood as being without limitation.
5. All references to dollars or "\$" are references to Australian dollars, inclusive of GST (if any).

PROMOTIONAL DATES

6. Promotion starts at 9:00am on Friday 1 December 2017 and ends at 11:59pm on Sunday 17 December 2017 (the “**Promotional Period**”).

ELIGIBILITY

7. Participation in the Competition is only open to persons who are an Eligible Person (as defined below). An "Eligible Person" (an “**Entrant**”) is an individual who: (i) is a resident of Australia aged 13 years or older; (ii) is not an employee of the Promoter or any of its related corporations or any of their agencies associated with the Competition; (iii) is not an employee of Luna Park Sydney Pty Ltd, ABN 39 102 907 184, or its related companies; and (iv) is not a spouse, de-facto spouse, parent, child or sibling (whether full, half, step or by adoption) of an excluded employee.
8. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the Entrant must read and consent to these Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to this Competition.

HOW TO ENTER

9. To enter, an Entrant must, during the Promotion Period:
 - a. Upload a photo meeting the competition requirements to a public profile on Instagram or Facebook, and
 - b. Use the hashtag #LunaParkFerdinand and tag @lunaparksydney in their post

The competition requirements are that Entrants’ photos must include at least one element of the Ferdinand Garden experience at Luna Park Sydney. Photos must be publicly available to be considered a valid entry. Privately posted photos will be deemed ineligible.

10. Any Entrant that fails to comply with the above requirements will forfeit their entry. No compensation will be payable if an Entrant is unable to submit their entry as stated for whatever reason. The Promoter’s decision is final and no correspondence will be entered into.

11. There is no limit to the number of entries that an Entrant may submit, however each entry must be an original and unique image, and must independently comply with these Conditions of Entry.
12. Unrecognisable, incomplete or invalid entries will not be accepted.

MAJOR PRIZE

13. There will be one (1) Major Prize winner who will win a trip to Spain for two adults and two children under 12 years old, valued at AU\$10,000, subject at all times to these Terms & Conditions. The Major Prize includes:
 - a. Return economy airfares from Sydney, Australia direct to Madrid, Spain,
 - b. Return airport transfers from Madrid airport to the hotel,
 - c. Three (3) nights' accommodation in a luxury hotel in Madrid
 - d. Madrid VIP City Sightseeing Card valid for 24 hours
14. At least one (1) person travelling must be over the age of 21.
15. Accommodation is based on two (2) adults and two (2) children under twelve (12) years old sharing a family room; a valid credit or debit card is required to guarantee your room on check-in; your stay must include a Saturday night in the hotel.
16. The prize excludes domestic ground transfers, meals and drinks, excursions, attractions, treatments, car rental, visas, personal expenses and anything not expressly stated in the prize package.
17. All elements of the prize are subject to availability; if unavailable, experiences and items of a similar nature and value may be offered.
18. Winners must give at least six (6) weeks' notice in advance of their chosen travel dates; once booked, the prize cannot be amended or cancelled; prize is non-refundable and non-transferable; no cash alternative is available.
19. All travellers require a passport valid for at least six (6) months from the date of travel and any necessary visas or insurance are the responsibility of the winner and travellers.
20. The prize cannot be taken over Christmas, New Year or Public Holidays in the departure or arrival country.
21. The prize is valid for twelve (12) months from the date of notification of winning and all travel must be completed within that time.
22. Where the winner opts to extend their stay beyond three (3) nights in Madrid, any additional travel is at their own expense. Return economy airfare will only be funded from Sydney, Australia to Madrid, Spain and anything outside of this, including stopovers is at the winner's own expense.

MINOR PRIZES

23. There will be fifteen (15) minor prizes awarded, consisting of a "Ferdinand Prize Pack" valued at \$750 in total.
24. The Ferdinand Prize Pack includes for each winner:
 - a. 1 x sticker set
 - b. 1 x flower pen
 - c. 1 x Grow your own flower tin
 - d. 1 x backpack
25. Prize does not include all incidentals including but not limited to, additional fee attractions, parking, travel costs, personal expenses and anything not expressly stated in the prize package.
26. Prize is non-refundable and non-transferable.

27. If any part of the prize becomes unavailable, for any reason beyond the Promoter's reasonable control, then a comparable prize (or part of a prize) of equal or greater value will be awarded in lieu, subject to any written directions made under applicable State or Territory legislation.

PRIZE JUDGING

28. The Major Prize Judging will be conducted at 10:00am on Monday 18 December 2017 at Luna Park Sydney Administration Office, Level 3, 6a Glen Street, Milsons Point NSW 2061.
29. The Entrants deemed the winners will be contacted in order to establish their eligibility to win a prize, and will be treated as the Major Prize Winner if they meet the eligibility requirements as outlined in these Conditions of Entry. The Entrant will be contacted via Instagram or Facebook and be requested to provide proof of name, age, address and contact details including email and phone number.
30. Each eligible entry will be individually judged (by the Promoter) based on creativity, originality, composition of the photo and how well the photograph best interprets the theme of Ferdinand and Luna Park.

UNCLAIMED PRIZE JUDGING

31. If any prizes remain unclaimed by 5:00pm Monday 19 February 2018, the Promoter will contact the Entrant/s deemed to be in second place and award the Prize if they are eligible.

WINNER NOTIFICATION

32. The Major Prize Winner will be informed in writing by private message on Instagram or Facebook within one (1) business day of the judging.

WINNER PUBLICATION

33. The Major Prize Winner will be published on the Luna Park Sydney website by Friday 22 December 2017. Where an Unclaimed Prize Draw must be conducted, the winner will be published on the Luna Park Sydney website by Tuesday 20 February 2018.

WINNER VERIFICATION

34. Entrants who provide incorrect, misleading or fraudulent information are ineligible to participate in the Promotion and all entries of an Entrant who is deemed by the Promoter to have provided incorrect, misleading or fraudulent information may, at the discretion of the Promoter, be deemed invalid. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including but not limited to 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 Conditions of Entry or who tampers with the entry process. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
35. The Promoter reserves the right to verify the validity of any and all entries and reserves the right to disqualify any Entrant for: (a) tampering with the entry, or prize verification process; (b) submitting an entry which is not in accordance with these Conditions of Entry; or (c) engaging in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion.
36. A prize will only be awarded following any winner validation and verification that the Promoter, or its nominated agents, requires in their sole discretion.

37. As a condition of accepting a prize, winners must sign any legal documentation as and in the form required by the Promoter in its absolute discretion, including but not limited to a legal release and indemnity form.

GENERAL

38. 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 by vandalism, power failures, natural disasters, acts of God, civil unrest, strikes, tampering, computer bugs or viruses or technical failures), the Promoter reserves the right, subject to any written directions of the lottery authorities, to cancel, terminate, modify or suspend or recommence the Promotion.
39. If an Entrant tampers with, or subverts, the processes relating to participation in the Promotion, or may benefit from such tampering or subversion by any other person, the Promoter reserves the right in its sole discretion to disqualify that Entrant from the Promotion. The Promoter reserves the right to verify the details of the Entrant, and request identification to establish their identity.
40. The Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communication line failures, theft or destruction or unauthorized access to, or alteration or non-receipt of Entrant's communications. The Promoter is not responsible for any problems or technical malfunctions (such as problems with telephone networks or lines, computer systems or software or internet service providers) or any failure of any internet communication or telephone communication to be received by the Promoter (whether as a result of technical problems or traffic congestion on any carrier network, on the internet or at any website). To the full extent permitted by law, the Promoter is not liable for any injury or damage to any Entrant's (or any other person's) computer or resulting from or otherwise relating to participation in this Competition (including by downloading materials relating to this Competition).
41. 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 to 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.
42. Unless otherwise stipulated, rights to receive any prizes are not transferable or exchangeable and cannot be taken as cash.
43. All of the Promoter's decisions are final and no correspondence will be entered into.
44. No responsibility is accepted for late, lost, or misdirected entries.
45. The Promoter is not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilised in this Promotion which may occur in the course of the administration of this Promotion.
46. Any costs associated with accessing the Promotional Website are the responsibility of the person seeking access and are dependent on the internet service provider used.
47. To the full extent permitted by law, the Promoter, its related companies and agencies and all those entities' personnel (the "**Relevant Parties**") exclude all liability for any loss (including any damage, claim, injury, cost or expense) which is suffered or incurred by any person in connection with the Competition or prize, including: (i) any indirect, economic or consequential loss; (ii) any loss arising from the negligence of a Relevant Party; (iii) any liability for personal injury or death. Nothing in these Conditions is intended to exclude, restrict or modify a person's rights under the Competition and Consumer Act 2010 (Cth).

48. The Major Prize winners consents to: (i) the Promoter using their name, likeness, image and/or voice (including any photograph, film and/or recording of the same) in any media, including social media, TV, Outdoor or radio for an unlimited period of time without remuneration for the purpose of promoting this Promotion, the Promoter and (ii) the Promoter authorising its related companies) to do anything that they consent to the Promoter doing under this Condition.

PRIVACY

49. Entrants' personal information will be collected by or on behalf of the Promoter to enable it to administer the Promotion and the winners of the Promotion. The personal information of Entrants may be provided to others assisting in the conduct of the Promotion, including the Promotion administrator, suppliers and deliverers, and to authorities that regulate the Promotion. Consumers may contact the Promoter via the Luna Park Sydney Website or by calling +612 9922 6644 or by emailing marketing@lunaparksydney.com to request access to, or corrections of, any of their collected personal information that is held by the Promoter. If an Entrant does not provide accurate personal information, the Promoter may determine that they are not eligible to win a prize. Visit www.lunaparksydney.com/privacy to view the Promoter's full privacy policy.