

12 DAYS OF CHRISTMAS - TERMS & CONDITIONS

1. GENERAL

The following terms and conditions apply to the '12 Days of Christmas' Cooly Rocks On promotion ('Promotion') which is conducted by Experience Gold Coast [ABN 77 633 448 094] at 10 Beach Road, Surfers Paradise QLD 4217 who can be contacted on 1300 035 189 ('Promoter').

- 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 via the following social media mediums; Facebook and Instagram, and via Cooly Rocks On owned digital channels, which includes the Cooly Rocks On website (coolyrockson.com) and eDM communications. By entering the competition, you acknowledge that the promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook and Instagram and you agree to release Facebook and Instagram from any liability associated with the Promotion.
- 1.3 The Promoters 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 Promoters 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 agencies associated with this promotion, or a member of such persons immediate family. Immediate family being a spouse, child, parent, sibling, defacto partner or any family member who resides at the same premises as you.
- 2.2 You may only enter this competition if;
 - (a) You are permanently residing in Australia; and
 - (b) are aged eighteen (18) years or older on or before the Closing Date of the Promotion.
- 2.3 To enter you must:
 - (a) Complete the entry form hosted on the festival website (coolyrockson.com)
 - (b) Input all the requested details (including full name and email) and your preferred prize(s); and,
 - (c) Submit the fully completed entry form by 11:59pm Tuesday 12th December 2023
- 2.4 The competition is not open to residents residing in Northern Territory or Western Australia.
- 2.5 Your entry will not be accepted by the Promoters 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 Promoters in relation to the Promotion is truthful, current, complete and accurate.
- 2.8 You understand that the Promoters 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 Promoters 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 Promoters, return the Prize or pay its retail value (set out in item 6.1 below) to the Promoters.

3. PROMOTION DATES

- 3.1 The Promotion commences Friday 1st December 2023 at 11:00am ('Opening Date') and closes on Tuesday 12th December 2023 at 11:59pm ('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 There will be twelve (12) winners for the 12 Days of Christmas Promotion. The winners will be determined by a random computer generator. Numerous entries are permitted from each person, however only one prize can be won per person.
- 4.2 The winners will be drawn:
- (a) On Thursday 14th December 2023 ('Draw Date');
 - (b) at Experience Gold Coast, Mezzanine Level, 10 Beach Road, Surfers Paradise QLD 4217;
 - (c) at 11AM.
- 4.3 The Promoters' decision as to the winners of the Promotion will be final and binding on all participants and no correspondence will be entered into by the Promoters in this regard.
- 4.4 The Promoters will select a reserve 'winner' for each prize to replace the winner who is subsequently disqualified or as a substitute winner in the event a 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 selected as a winner.
- 5.2 Winners will be notified within 24 hours of the draw date by email
- 5.3 The results of the Promotion will be published on the Cooly Rocks On Facebook and Instagram page and on the Cooly Rocks On website (coolyrockson.com). No other publication of results will be made.

6. PRIZES

- 6.1 There are twelve (12) prizes available. Entrants must nominate their preferred prize(s), which does not need to correspond with the date they entered the competition.
- (a) 1 December: Framed Cooly Rocks On 2023 lineup poster signed by some of the 2023 lineup valued at \$100
 - (b) 2 December: Cooly Cash, which will be in the form of a \$200 Visa Gift Card
 - (c) 3 December: Dining voucher to Coolangatta Sands Hotel valued at \$100

- (d) 4 December: Two (2) Silver tickets to an Elvis feature show of choice (yet to be announced) at Cooly Rocks On 2024 valued at \$70
- (e) 5 December: Two (2) tickets to the Moonlight Swing Dance at Cooly Rocks On 2024 valued at up to \$100
- (f) 6 December: Entry for one (1) vehicle in Zone 4 of the Cooly Rocks On 2024 Show 'N' Shine (vehicle must be manufactured pre-1979) valued at \$80
- (g) 7 December: Two (2) Silver tickets for Round 1, Round 2 and Round 3 of the Ultimate Elvis Tribute Artist Contest at Cooly Rocks On 2024 valued at \$140
- (h) 8 December: Two (2) tickets to the Beachside Rock 'n' Roll Dance at Cooly Rocks On 2024 valued at \$60
- (i) 9 December: Cooly Rocks On merchandise pack containing two t-shirts and two stubby coolers and front row seats for two (2) people at the Cooly Rocks On 2024 Pin-up Pageant valued at \$110
- (j) 10 December: Cooly Rocks On 2024 bar voucher valued at \$100
- (k) 11 December: Entry for one vehicle in the Saturday Night Car Cruise at Cooly Rocks On 2024 (vehicle must be manufactured pre-1979) valued at \$20
- (l) 12 December: Admission for two (2) people to all four feature shows at Cooly Rocks On 2024 valued at \$340

Additional information:

The prize winner/s must comply with any inductions and/or instructions relating to the Event Precinct and Event Infrastructure whilst under guidance of festival staff, failure to do so may result in the overall prize or elements of being forfeited and/or void.

All standard festival and ticket terms and conditions apply.

Prizes will be distributed to each winner prior to Wednesday 5 June 2024 with the exclusion of the \$200 Visa Gift Card, which will be available for collection at the festival from 9AM on Wednesday 5 June 2024. Postage and/or delivery of this prize is not available.

The total prize value for all prizes is \$1,420

- 6.2 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.
- 6.3 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.
- 6.4 The Prize is non-transferable and non-exchangeable for cash, credit or any other item.
- 6.5 Only one prize can be won per entry.
- 6.6 The winner may redeem a Prize by confirming they meet all requirements as specified in clause 6.2
- 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 Promoters.

- 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.
- 6.10 The Prize is provided on an as is basis and the Promoter make 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 liability is so limited. The Prize does not include any other fees incurred by the winner in connection with the use of the Prize/s.

7. UNCLAIMED PRIZES

- 7.1 Prizes must be redeemed by 5pm on 14 February 2024 and if a Prize is not redeemed by this date the winner will forfeit the Prize.
- 7.2 If a Prize is forfeited the Promoters will award the Prize to a substitute winner drawn on the Judge Date for this purpose.

8. USE OF INFORMATION

- 8.1 Any confidential or personal information you provide the Promoters in connection with the Promotion will be dealt with by the Promoter in accordance with their respective privacy policy which are available via <https://experiencegoldcoast.au/>
- 8.2 The Promoter may record or use any information you provide for the purpose of conducting the Promotion and any other purpose set out in either Promoters' respective privacy policies.
- 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 Promoters in this regard provided the Promoter are 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