

Terms and Conditions – [Theatre Royal The Mousetrap] (“Promotion”)

Particulars

This table sets out the particulars of the Promotion.

Name of promotional competition (Promotion)	Win VIP Experience to The Mousetrap
Promoter	The Herald & Weekly Times Pty Ltd ABN 49 004 113 937
Promotion period starts	April 20 th 2024 at 9:00am (AEST)
Promotion period ends	May 23 rd 2024 at 11.59PM (AEST)
Eligibility requirements	Must be 18 years old or over Must be resident of Tasmania
Limit on number of entries which can be made by any one person	1
How to enter	<p>The details of how to enter the competition are set out in The Mercury, cover date April 20.</p> <p>To enter, entrants must:</p> <p>(a) Log onto the themercury.com.au website and complete the online entry form in accordance with the instructions on that website including providing the requested essential information.</p> <p>(b) The cost of accessing the promotional website will be dependent on the entrant’s individual Internet Service Provider.</p>
Relevant Newspapers	The Mercury
Promotion website	themercury.com.au
Prizes	<p>Win one of two VIP experiences for two to experience the world’s longest running play, The Mousetrap on stage at the stunning Theatre Royal in Hobart and enjoy a staycation at Hadley’s Orient Hotel in the heart of the Hobart CBD. There are 2 prizes to be won. Total prize pool is valued at \$1,476.</p> <p>VIP Experience 1 on Thursday 13 June</p> <ul style="list-style-type: none"> • Two x Premium tickets to The Mousetrap on Thursday, 13 June at 7pm (\$260) • One x Wine and cheese box for two on arrival (\$70) • Entry for two people to the special post-show Gala event with an opportunity to meet the cast (\$100) • One night stay in a Superior room at Hadley’s Orient Hotel including breakfast for two and CBD parking (\$219 room, \$59 (\$29.50per person) \$5 parking) \$283 in total <p>VIP Experience 1 Value: \$713</p> <p>VIP Experience 2, Saturday 22 June</p> <ul style="list-style-type: none"> • Two x Premium tickets to The Mousetrap on Saturday, 22 June at either 2pm (matinee) or

	<p>7pm (evening) (prize winner to select preferred time)(\$260)</p> <ul style="list-style-type: none"> • One x Wine and cheese box for two on arrival at the theatre (\$70) • One night stay in a Superior room at Hadley’s Orient Hotel including breakfast for two and CBD parking (\$369 room, \$59 (\$29.50per person) \$5 parking) \$433 in total <p>VIP Experience 2 Value: \$763</p> <p>Total overall prize value: \$1,476</p>
Details of the prize draw	To be randomly drawn at Noon on May 24th at HWT Tower, 40 City Road, Southbank, VIC 3006
Winner notification website (for publication of winner details)	<p>Prize fulfilment process will be via Andree Hurburgh at the Theatre Royal.</p> <p>Please notify winner that the Theatre Royal will be in contact within 48 hours of the draw – Andree Hurburgh, the Business Development Manager to manage prize fulfilment.</p> <p>Contact email is development@theatreroyal.com.au</p>
Winner publication newspaper	The Mercury
Unclaimed prize draw	If needed, to be held at HWT Tower, 40 City Road, Southbank, VIC 3006 on May 26 th at Noon. If the prize is not claimed within one (1) week, the draw will be declared null and void and a further draw will be undertaken. If the second prize winner fails to claim the prize, then the competition is declared complete and no prize is awarded. The prize or any unused portion of the prize are non-transferable and cannot be exchanged or taken as cash

Terms and conditions

General

1. The above Particulars and information on how to enter and prizes forms part of the terms of entry. Entry into the Promotion is deemed acceptance of these terms and conditions. If there is any inconsistency between these terms and conditions and anything else that refers to this Promotion, these terms and conditions prevail.

Who can enter?

2. Entry is open to all persons who meet the eligibility requirements set out in the Particulars except that directors, contractors and employees (and immediate families) of the Promoter and of companies, suppliers and agencies associated with the Promotion including of any prize provider are not eligible to enter the Promotion. Eligibility requirements must be met at the time of entry and at the time of determining prize winners.
3. Entrants 18 years and over of age must obtain prior permission of parent or legal guardian to enter. The Promoter may require any such entrant's parent or legal guardian to sign a release at the Promoter's sole discretion in which the parent or legal guardian accepts responsibility for the acts and forbearances of the winner. The release will include the parent or legal guardian's full name, address and telephone number. Failure to agree to the release and provide these details will invalidate the winner's entitlement to the prize, subject to State and Territory legislation. The prize will be awarded to the winner's parent or legal guardian
4. The Promoter reserves the right at its sole discretion to request winners to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity or proof of registration ownership in order to claim a prize. If a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

When to enter

5. Promotion opens and closes as set out in the Particulars (**Promotion Period**). Entries must be received by the Promoter in the Promotion Period.
6. All entries are deemed received at the time of receipt by the Promoter not at the time of transmission by the entrant.
7. Promoter accepts no responsibility for any late, lost misdirected, delayed, ineligible, incomplete or corrupted entries or delays in the delivery of entries due to technical disruptions, network congestion or for any other reason. SMS entries via the internet or computer generation and not attributable to a valid mobile phone account are invalid and will not be accepted.

How to enter

8. How to enter details are as set out in the Particulars.
9. Entrants must not:
 - (a) tamper with the entry process;
 - (b) engage in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion

- (c) submit an entry that is not in accordance with these terms and conditions;
- (d) use multiple email addresses, postal addresses, PO Box addresses or SIM cards to register multiple qualifying purchases or use any form of software or third-party application to enter multiple times (including scripting software) except where expressly permitted in these terms and conditions;
- (e) use a third party (including online competition entry site) to enter on their behalf, except where the entrant needs to use those services of that third party to enter due to a disability; or
- (f) engage in conduct in entering the Promotion which, in the opinion of Promoter, is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter.

If an entrant is found to have breached these terms and conditions including this clause, the entrant will be disqualified so that they will have all their entries invalidated, any claim to any prize will be invalidated and where such an entrant has already been awarded a prize before being found to have breached these terms and conditions, the entrant must immediately return any awarded prize to the Promoter.

- 10. The Promoter has sole discretion to determine if these terms and conditions have been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm or deny its suspicions in this regard and any failure to provide such requested documentation to the Promoter on request gives Promoter the right to disqualify the entrant. The Promoter's legal rights to recover damages or other compensation from any offender are reserved.

Number of Entries permitted

- 11. Only one entry is permitted per person.

Draw and Notification of winner

- 12. The winners will be the valid entry submitted in accordance with these terms and conditions that is/are drawn as winning entries in accordance with the Particulars.
- 13. If any particular draw is scheduled on a public holiday, the draw will be conducted on the following business day.
- 14. The Promoter's decision is final, and the Promoter will not enter into correspondence regarding the competition result or any other decisions the Promoter makes in connection with the Promotion.
- 15. The winner/s will be notified by telephone or email within two days of the draw. Winner/s of prizes will be published using their first initial, surname and postcode on the Winner notification website set out in the Particulars approximately 24 hours after the draw and will remain on the website for a minimum of 30 days or published in the winner publication newspaper (as set out in the Particulars) within 5 days after the draw.
- 16. Prizes will be awarded to the person/s named in the winning entry/ies. However, in a dispute, will be awarded to the account holder of the entry mechanism used to submit their entry (i.e. mobile phone account holder or land line account holder).
- 17. If an entrant's contact details change during the Promotion Period, entrant must notify the Promoter. A request to access or modify any information provided in an entry should be sent to the Promoter.

18. **[Unclaimed prize draw]** Subject to State Regulation, an unclaimed prize draw will take place as set out in the Particulars. The winner/s of the unclaimed prize draw will be notified by telephone or email within two days of that draw. Winner/s of prizes valued over \$250 will be published in The Australian newspaper within 14 days of the draw.

Prize on offer

19. Prizes are as set out in the Particulars.
20. Unless otherwise expressly stated, prize values are based on the recommended retail prices at the time of first publication of these terms and conditions (inclusive of GST). The Promoter accepts no responsibility for change in prize value between now and the ultimate prize redemption date.
21. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
22. Prizes cannot be transferred, exchanged or redeemed for cash.
23. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements. It is the responsibility of the winner to confirm such conditions with the prize supplier or other relevant third parties.
24. It is a condition of accepting the prize that the winner/s may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
25. All entrants agree that if they win the prize, they will not, and their companions will not, sell or otherwise provide their story and/or photographs in relation to the taking of the prize, to any media or other organisation, without the Promoter's prior written consent. Photographs will be allowed to be taken only at the discretion of the Promoter and the prize provider.

Prize clauses

26. Should the prize winner decide to accept the prize they must, at the promoter's request, participate in all promotional activity (such as publicity and photography) surrounding the winning of the prize, free of charge, and consent to the promoter using their name and image in promotional material (this may include inclusion on the Theatre Royal's social media and website).
27. The prize or any unused portion of the prize are non-transferable and cannot be exchanged or taken as cash.
28. Please see hadleyshotel.com.au/terms-and-conditions for terms and conditions.
29. Each VIP Experience prize must be taken on the dates specified.

Further Terms and Conditions

30. If for any reason this 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 causes beyond the control of the Promoter, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, epidemic or pandemic, or public health order, the Promoter reserves the right in its sole discretion to take any action that may be available, and (without limitation) to cancel, terminate, modify or suspend the competition, subject to any direction given under State Regulation.

31. If the prize is unavailable, for whatever reason including (without limitation) due to causes beyond the control of the Promoter, including but not limited to natural disasters, acts of God, civil unrest, strike, war, act of terrorism, epidemic or pandemic, or public health order, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State and Territory legislation. It is a condition of accepting the prize that a winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
32. Without limiting the previous clause, if the prize includes attendance at an event which is cancelled for any reason beyond the control of the Promoter, including due to pandemic, epidemic, public health order or illness of a performer, the Promoter reserves the right to take action under either of the previous two clauses.
33. **[Delivery of prizes]** [Winners will need to arrange a time, date and location for collection of their prize.] OR [The Promoter will make reasonable efforts to deliver prizes to the addresses provided by competition entrants. If a prize is returned to the Promoter because it could not be delivered to the address provided, the Promoter cannot guarantee that it will be able to resend the prize to the prize winner. The Promoter and its associated agencies and companies will not be liable for any damage to or delay in transit of prizes.]
34. In consideration of the Promoter awarding the prize to each winner, each winner permits the winner's submission, image and/or voice, as recorded, photographed or filmed during the winner's participation in the prize to appear in connection with the Promoter or any of its related bodies corporate or the goods and services of any of them or the advertising or marketing of any of them, in any media whatsoever throughout the world and the winner will not be entitled to any fee.

Limitation of Liability

35. The Promoter does not exclude any rights and remedies in respect of goods or services under the Australian Consumer Law in the Competition and Consumer Act (2010) (Australian Consumer Law) which cannot be excluded, restricted or modified. However, the remainder of this clause will apply to the fullest extent permitted by law and the Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s (including without limitation due to attendance at an event or travel undertaken when there is any current health warning, epidemic or pandemic declared which would apply to or could be considered to impact, effect or apply to the relevant event or travel) except for any liability which cannot be excluded by law.
36. The Promoter is not responsible for any incorrect or inaccurate information, either caused by entrant or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.

Entry details and privacy

37. [Use this clause if you are working with another company which will be collecting the entry data for News. You must have a data protection agreement with that third party approved by the cyber team] [insert name of third party company which is collecting the entry data on News' behalf eg Salmat Digital Pty Limited, on behalf of the Promoter, is collecting the entrant's personal information for the purpose of conducting this competition (including but not limited to determining the winner). If you are not willing for this to occur, you cannot participate in the promotion].

38. The Promoter collects information about entrants, including for example their name and contact details which are provided when entering this competition and when registering or using Promoter's services and may also collect information from data houses, social media services, Promoter's affiliates. The Promoter collects and uses that information to run this competition, to provide entrants with Promoter's goods and services, to promote and improve its goods and services, to provide entrants with targeted advertising based on their online activities, for the purposes described in the Promoter's Privacy Policy and for any other purposes that were described at the time of collection. The Promoter may disclose entrants' information to its related companies, including those located outside Australia. Any of those companies may contact entrants for those purposes (including by email and SMS) at any time. The Promoter may also disclose entrants' information to its service and content providers, including those located outside Australia. If entrants do not provide the Promoter with requested information, it may not be able to provide entrants with the competition goods and services. The Promoter may disclose entrants' personal information to authorities if they are a prize winner or otherwise as required by law. Further information about how the Promoter handles personal information, how entrants can complain about a breach of the Australian Privacy Principles, how the Promoter will deal with a complaint of that nature, how entrants can access or seek correction of their personal information and the Promoter's contact details can be found in the Promoter's Privacy Policy at <https://preferences.news.com.au/privacy>.