



## HEINEKEN – WIN A TRIP TO COACHELLA COMPETITION

WEDNESDAY 3 – WEDNESDAY 31 JANUARY 2024

### TERMS & CONDITIONS

#### SCHEDULE

<b>Promoter:</b>	Crown Melbourne Limited (ABN 46 006 973 262), 8 Whiteman Street, Southbank VIC 3006.
<b>Entrants (who can enter?):</b>	Victorian residents aged 18 years or over who are not prohibited from the Promoter for any reason.
<b>Participating Venue(s):</b>	The Pub, Jackpot Bar, Lumia Bar, Sports Bar, Atrium Bar, Velvet Bar, Double Up Bar.
<b>Competition Period:</b>	12:00pm (AEDT) on Wednesday 3 January 2024 until 11:59pm (AEDT) on Wednesday 31 January 2024.  For the purposes of this Competition, a 'day' is defined as 12pm to 11.59pm within each day of the Competition Period ( <b>Day</b> ).
<b>Website:</b>	<a href="https://crownmelbournepromotion.com.au/heinekencoachella">https://crownmelbournepromotion.com.au/heinekencoachella</a>
<b>Entry Mechanic:</b>	To enter you must, during the Competition Period:  <ol style="list-style-type: none"><li>1. Purchase any one (1) Heineken Pint or Heineken Bottled product at a Participating Venue (<b>Qualifying Purchase</b>);</li><li>2. Receive one (1) entry card with a unique code per Eligible Purchase from the Participating Venue (while stocks last); and</li><li>3. Scan the QR code on the entry card to visit the Website, fill out and submit the online entry form, including by providing the unique code on your entry card and all other requested information, to be entered into the Prize Draw.</li></ol> The Promoter is not responsible if your mobile device is not capable of submitting an entry. No other method of entry will be accepted.
<b>Prize Draw:</b>	There will be two (2) winners determined in respect of this Competition.  There will be one (1) Prize Draw conducted. The Prize Draw will be held at 10:30am (AEDT) on Thursday 1 February 2024 at the offices of DE Advertising and Design, Mezzanine, 388 George Street, Sydney NSW 2000 ( <b>DE Advertising and Design</b> ). The first two (2) valid entries drawn randomly from the entries received during the Competition Period will win a Prize ( <b>Prize Winner</b> ).  Ineligible or incomplete entry forms will be deemed invalid, and an immediate re-draw will occur.
<b>Prize:</b>	There will be two (2) prizes available in respect of this Competition.  The Prize Winners will each receive a VIP Coachella experience for them and one (1) adult companion in California, USA (valued up to \$27,243.98 AUD each), which includes the following:  <ol style="list-style-type: none"><li>a) Return economy airfares (including air fare taxes) from Melbourne Tullamarine Airport to Palm Springs Airport;</li><li>b) One (1) nights' accommodation at a 3-star hotel as determined by the Prize Provider</li><li>c) Three (3) nights' accommodation at a 4-star hotel as determined by the Prize Provider;</li><li>d) Two (2) VIP festival passes to Coachella 2024 for the Major Prize Winner and their adult companion, which includes:</li></ol>



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	<p>i. Access into the venue and VIP areas all weekend. VIP Pass holder may visit the GA Camping areas; and</p> <p>ii. Access to Heineken House for winners over 21.</p> <p>e) \$2,000AUD spending money; and</p> <p>f) Travel insurance credit to the value of \$600AUD for the Major Prize Winner and their companion.</p> <p>By accepting or participating in any prize, the Major Prize Winner's companion also accepts these Terms and Conditions.</p> <p>Details of the Major Prize (and how to redeem the Major Prize) will be emailed to the Major Prize Winners via the email address on their online entry form by the prize supplier.</p>
<b>Total Prize Pool:</b>	Up to \$54,487.96 AUD
<b>Maximum Entries per Entrant:</b>	Entrants can enter two (2) times per day during the Competition Period, provided they only enter once per Qualifying Purchase and per unique code. Each unique code entry must be submitted separately in accordance with these Terms and Conditions.
<b>How are winners notified?</b>	<p>Winners will be notified by via phone and in writing to the email address on their online entry form by DE Advertising and Design within five (5) days of determination.</p> <p>Details of the Major Prize Winners will be published on the Promoter's website (<a href="http://www.crownmelbourne.com.au">www.crownmelbourne.com.au</a>) on Wednesday 8 February 2024 for 28 days.</p>
<b>Proof of purchase</b>	<p>Entrants must keep their entry card as proof of purchase for all entries. If an Entrant does not produce the proof of entry for all entries when requested to, the Promoter may disqualify all of an Entrant's entries and the Entrant will lose any right to a prize.</p> <p>Proof of purchase must be identical to that provided by the Entrant with their entry. If the Promoter believes that an Entrant has shared their proof of purchase with another person, the entries of the Entrant and the person with whom they shared their proof of purchase with will be invalid, and both Entrants will lose any right to a prize.</p>
<b>How can Entrants claim their prize?</b>	<p>Entrants are not required to be present at the time of the Prize Draw. In the event that a winner has not claimed their prize or, if after making reasonable attempts DE Advertising and Design has been unable to contact a winner by 1:00pm (AEDT) five (5) days after the Prize Draw, the relevant entry will be discarded and DE Advertising and Design will carry out an unclaimed prize re-draw at 1.15pm (AEDT) at the location of the original draw to randomly distribute the relevant prize to a valid Entrant (<b>Re-Draw Winner</b>). The Re-Draw Winner will be informed by phone and in writing by email within five (5) days of the prize re-draw. Re-Draw Winners will have their details published on the Promoter's website (<a href="http://www.crownmelbourne.com.au">www.crownmelbourne.com.au</a>) on Wednesday 15 February 2024.</p>
<b>Prize Provider</b>	Heineken
<b>Prize Restrictions</b>	<p>In addition to any other conditions in the general Terms and Conditions, the following Prize Restrictions apply:</p> <p>a) The Prize is subject to validity periods including the booking and availability of flights and accommodation and may be dependent on select seat class with airlines or specific room category availability with an accommodation partner.</p>



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	<ul style="list-style-type: none"><li>b) Travel is valid from 11 – 15 April 2024 or 18 – 22 April 2024.</li><li>c) Travel bookings must be arranged between the Prize Winner and the Prize Provider.</li><li>d) The Winner and their companion must hold a valid passport with a minimum of 6 months validity on it prior to departure or as otherwise required by the countries that will be visited and meet any visa requirements if any apply. It is up to the Winner to determine their passport, visa, and entry eligibility prior to departure. The Winner is responsible for any amendment fees issued by airlines or suppliers once booking is confirmed and ticketed.</li><li>e) The Prize Winner and the companion must make their own way to and from Melbourne Tullamarine airport at their own cost.</li><li>f) Coachella 2024 tickets can only be used once and will be deemed invalid if copied. The Promoter does not control entry to the relevant event location. The Prize Winner must keep their tickets safe, and the Promoter will not replace lost or stolen tickets.</li><li>g) Accommodation at a 4-star hotel as determined by the Prize Provider will be in the form of a pre-booked reservation in the Prize Winner's name (as arranged with the Prize Provider). A confirmation of the reservation will be emailed to the Prize Winner at the email address provided to the Prize Provider.</li><li>h) Entrants into Heineken House located in Coachella 2024 must be 21 or over.</li><li>i) The Prize Winner and their companion are responsible for obtaining appropriate travel insurances for the period of travel and are responsible for any fees associated with any travel insurances costs as part of the Prize, if it exceeds the amount included in the Prize. The Promoter cannot guarantee that the Winner and their companion will meet the eligibility criteria for travel insurance.</li><li>j) Any additional terms and conditions of the Prize Winner's booking will be advised by the Prize Provider prior to confirmation of the booking.</li></ul>
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1. These Terms and Conditions incorporate and must be read together with the details outlined in the Schedule. Participation and eligibility to claim a prize in this Competition are subject to agreement to these Terms and Conditions and the Schedule.

#### Entry

2. Your entry must be received during the Competition Period and will be deemed to be received only when received by the Promoter. Any entry forms/entry cards/unique codes from any other competition cannot be used for this Competition and are void if copied, forged, stolen or interfered with. If you return a Qualifying Purchase, your entry may be deemed invalid at the Promoter's discretion (unless the product is defective).
3. Entrants are responsible for their own costs associated with entering this Competition. Entrants may be disqualified if they enter this Competition using automatically generated entries or multiple addresses/phone numbers/email addresses or aliases.

#### Prizes

4. Prizes are non-negotiable, not transferable and non-cash prizes are not redeemable for cash, or any other goods or services and must be taken as and when offered or will be forfeited. If forfeited, the Promoter will not be liable.



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5. Prize values are correct as at the date of preparing these Terms and Conditions. The Promoter is not responsible for any change in prize value.
6. Third party and/or ancillary terms and conditions (such as those of individual prize providers) may apply in relation to the receipt of a prize. Winners must comply with any conditions of the prize provider. Failure to do so may result in the prize being cancelled or withdrawn without liability for the Promoter or the prize provider.
7. Winners (and their companions) are responsible for all other unspecified costs related to the prize, including any meals, transport and insurances (including excesses) not included as part of the prize, any in-room or mini bar charges and any costs associated with ongoing use of the prize.
8. The Promoter accepts no responsibility if part of the prize is abandoned, cancelled or postponed for any reason. Unless otherwise specified by the Promoter, a winner will not be given cash or any alternative prize as a substitute for any altered prize element.
9. For travel-based prizes, the Prize Winners and their companion accept that some aspects of the Prize may be risky and may involve dangerous activities. If required to participate in an activity awarded as part of the Prize, the Prize Winner and their companion must comply with any applicable conditions of the Prize Provider, including any directions or requirements of the people responsible for managing the relevant activities. The Prize Winners and their companion must ensure that they are healthy and fit enough to take part in the Prize.
10. The Promoter is not responsible for any dispute between you and any person you choose to, or choose not to, share the prize with.
11. Where a winner is not able to redeem a prize (or part thereof) due to physical inability or incapacity, poor weather or any other circumstances beyond the Promoter or the prize provider's reasonable control, then that prize (or part thereof) will be forfeited and is not redeemable for cash, or any other prize, goods or services.
12. If a prize is unavailable for any reason at the time of a Prize Draw, the Promoter will instead award the winner a similar prize of equivalent value (as determined by the Promoter).
13. In the event that a Prize Draw cannot be conducted at the specified time due to unforeseen circumstances outside the Promoter's reasonable control, the affected Prize Draw will take place as soon as is practicable after the delay has been resolved.
14. By accepting or participating in any prize, the winner's companion also accepts these Terms and Conditions.
15. Third party brands, other than the Prize Provider, named in connection with this Competition (including prizes) are not affiliated with or sponsors of this competition unless otherwise stated.

#### General

16. Any failure to comply with these Terms and Conditions may result in the disqualification of any Entrant. The Promoter may, at any time, require an Entrant to produce documentation to establish to the Promoter's satisfaction the validity of an entry. Disqualification will be at the Promoter's sole discretion and no correspondence will be entered into.
17. If Entrants breach any law, do anything or behave in a manner which may jeopardise the fair and proper conduction of this Competition or which could disrupt or adversely affect the Promoter's reputation or the reputation of any of the companies associated with this Competition, the Promoter may, at its discretion, cancel the prize or restrict the Entrant (and any companion(s)) from participating in any part of the prize.
18. The Promoter reserves the right and licence to use an Entrant's name, suburb, photograph, image and likeness for the purpose of promoting and advertising Crown and the Crown Entertainment Complex.



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19. The Promoter shall not be liable in any way if entries are unavailable as a result of technical malfunction or operator fault.
20. The Promoter may cancel or modify this Competition but will only do so if this is unavoidable (for example, if the Competition cannot run for technical or administrative reasons that cannot be rectified or due to Victorian Government COVID-19 requirements). The Promoter will update these Terms and Conditions as soon as is practicable if this occurs. If the Competition is cancelled, the Promoter may select the winner(s) from eligible entries received at the time of cancellation, if appropriate to do so in the circumstances.
21. This Competition is not open to Entrants or other persons excluded from the casino pursuant to the provisions of the *Casino Control Act 1991* (Vic) or who are otherwise prohibited from entering the Crown Entertainment Complex, or any other Crown property including Crown Perth or Crown Sydney, for any reason, including persons who become prohibited before or after a prize draw (up to the time of receipt or collection of a prize by a prize winner).
22. Employees of the Crown Group of Companies, including the Promoter, Crown Resorts, Crown Perth, Crown Sydney, Crown Aspinalls London and Belfair are not permitted to participate in this Competition.
23. The Promoter's decision in connection with any aspect of this Competition will be binding and final on every Entrant.
24. If publication will take place, by entering you request that your full address not be published.
25. The Promoter will handle Entrants' personal information in accordance with the *Privacy Act 1988* (Cth) and Crown's privacy policy, which is available at <https://www.crownmelbourne.com.au/general/privacy-policy>. Entrants' personal information obtained in relation to this Competition is for the purpose of identifying winners of this Competition and notifying the relevant third-party prize providers, and will not be disclosed to any other organisations, unless such disclosure is required by law.
26. The Promoter practises the responsible service of gaming and the responsible service of alcohol. Entry and continued participation in this Competition is subject to the Participating Venue's liquor serving policy. Crown adheres to the Victorian Gambling and Casino Control Commissioner's Responsible Liquor Advertising & Promotions guidelines: [https://www.vgccc.vic.gov.au/sites/default/files/cd\\_22\\_1525\\_attachment\\_c\\_-\\_final\\_revised\\_responsible\\_liquor\\_advertising\\_and\\_promotion\\_guideline\\_dlt\\_converted1.pdf](https://www.vgccc.vic.gov.au/sites/default/files/cd_22_1525_attachment_c_-_final_revised_responsible_liquor_advertising_and_promotion_guideline_dlt_converted1.pdf).
27. The Promoter is not responsible for any tax implications arising from the Entrant winning a prize. Entrants should seek independent financial advice prior to claiming a prize.

#### Liability

28. Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights an Entrant may have under any statute, including the *Competition and Consumer Act 2010* (Cth) which may not be excluded, restricted or modified by agreement ("**Consumer Rights**").
29. Subject to their Consumer Rights, each Entrant and any person partaking in any component of the prize, releases and indemnifies the Promoter from any claim, loss, damage, injury, expense, cost or charge sustained or in any way incurred in connection with the prize or Competition or participation in the prize or Competition. The Promoter (including its employees, agents and contractors) has no liability to any person for injury (including illness or death), loss or damage whatsoever (including but not limited to direct, indirect, consequential or economic loss) suffered or sustained in connection with this Competition, the promotion of this Competition, or the awarding, condition, use or misuse of any prize, except for any liability which cannot be excluded by law (in which case, that liability is limited to the greatest extent allowed by law). This clause does not apply to the extent that the Promoter's liability (if any) arises from an act or omission of the Promoter in respect of its supply of services and/or goods to the Winners in the ordinary course of the Promoter's business.



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30. To the fullest extent permitted by law, the Promoter excludes liability for any problems or technical malfunction or human error. The Promoter's responsibility for the provision of prizes is limited to the prizes as described in these Terms and Conditions, the Promoter accepts no further liability or commitment beyond those stated and is not liable for any failure of the Promoter's agents or contactors to supply the prizes as stated. All times are best estimates only and the Promoter does not guarantee that events will take place exactly at the times stated. The Promoter will not be responsible for any act, omission, failure or delay by the Promoter that is due to any acts which are not reasonably within its control, including as a result of any technical malfunction.
31. The Promoter and any third party or Prize provider associated with this Competition are not liable for any loss of, damage to, or delay in the delivery of a prize.
32. This Competition is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram and Twitter. Entrants provide their information to the Promoter and not to any social media platform. Entrants completely release any relevant social media platforms from any and all liability.