

THE HIGHLINE VENUE 1ST ANNIVERSARY COMPETITION TERMS AND CONDITIONS

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents aged 18 years or over.
3. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, stepparent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother or step-sister. Current clients who have already booked in a wedding, special event, corporate function, birthday, christening, anniversary, gala or other confirmed event are ineligible to enter.
4. Promotion opens at 9am AEST on Saturday 22 June 2019 and final entries close at 5pm AEST on Wednesday 31 July 2019 ("Promotional Period"). All times are AEST or AEDST, as applicable in New South Wales, Australia.
5. To enter, the entrant must during the Promotional Period complete the following steps:
To enter, individuals must, during the Promotional Period, correctly complete the online contact form on the website, <https://highlineevents.com.au/contact/> (Website), during the Promotion Period and submit the most creative answer to, "In 50 words or less tell us why you deserve a dream wedding or event at The HIGHLINE Venue" in the additional comments section of the form. The Promotion is a game of skill and chance plays no part in determining the winners. Each entry will be individually judged based on creativity of the answer provided to the question.
6. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any entrant who the Promoter has reason to believe has breached any of Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions will 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. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
7. Incomplete, indecipherable, or illegible entries will be deemed invalid.
8. Only one (1) entry is permitted per person.
9. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
10. This is a game of skill and chance plays no part in determining the winner(s). Each entry will be individually judged based on literary and creative merit of the answer provided to the promotional question.
11. The judging will commence at 3pm on 1 August 2019 at The HIGHLINE Venue, Level 3, 462 Chapel Road Bankstown. The judges may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant. Winners will be notified by email within 2 working days.
12. The Promoter's decision is final and no correspondence will be entered into.

13. If for any reason a winner does not take or claim a prize (or an element of a prize) by the time stipulated by the Promoter (within 24 hours of being notified), then the prize (or that element of the prize) will be forfeited.

14. The winner must choose a date for their event that will occur no later than December 31st 2021. Acceptance of their event quote needs to occur within 2 working days of winning.

15. As a condition of accepting the prize, the winner (and his/her companion) must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion.

16. If a prize (or part of a prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification.

17. The total prize pool value is AU\$20,000

1 x Fireworks & Dry Ice package by Sydney Fireworks & Pyrotechnics - 2 fireworks machines on entry, 2 fireworks machines for cutting cake, dry ice and 6 fireworks machines for dance floor.

1 x Wedding or Celebration cake - 5 tiers all foam with cake slab for up to 100 guests

1 x Chauffeur driven get-away car to a location within a 40km radius at the end of your special event.

1 x Main table florals designed by Sweetbride

1 x 3 hour Photobooth hire by Forever After Photo Booth

1 x Disc Jockey session by DJ Nam - Up to 5 hours for your event

1 x AV & Lighting package by Showtime Productions - One microphone, access to audio system + stage, main table and cake table lighting wash

1 x Canapés & pre-dinner drinks package for 30 minutes

1 x Complimentary bridal table or main guest table catering for up to ten guests

1 x Complimentary family table catering for up to ten guests

1 x Complimentary crew table catering for up to 5 crew members

18. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.

19. The winner agrees that they are fully responsible for any additional costs associated with their wedding or special event occurring at The Highline Venue in relation to redeeming the prize package.

20. Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to comments, recordings and images ("Content"). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:

(a) they will not submit any Content 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) their Content shall not contain viruses or cause injury or harm to any person or entity;

(c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;

(d) the Content is the original work of the entrant or they will obtain full prior consent from any person who has jointly created or has any rights in the Content to the uses contemplated by these Terms and Conditions, and the Content does not infringe the rights of any third party;

(e) they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the Copyright Act 1968 (Cth) and warrant that

they have the full authority to grant these rights; and

(f) 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 or communication systems.

Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.

21. As a condition of entering this promotion, each entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.

22. Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

23. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.

24. Any cost associated with accessing <https://highlineevents.com.au/contact/> is the entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.

25. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including their respective officers, employees and agents) exclude 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 the promotion.

26. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including their respective officers, employees and agents) are not responsible for and exclude 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) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize 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; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (g) use/redemption of a prize.

27. The Promoter collects personal information ("PI") in order to conduct its business and the

28. The promoter is The Highline Event Centre Pty Ltd (ABN 60 612 986 624) of Level 3, 462 Chapel Road Bankstown NSW 2200, telephone 1800 898 889 (“Promoter”).