

# HIGHLINE VENUE JULY 2024 INSTAGRAM COMPETITION TERMS & CONDITIONS

## *HIGHLINE Instagram Competition Terms and Conditions*

1. This competition is conducted by The HIGHLINE Venue H Venues Pty Ltd, Level 3, 462 Chapel Road Bankstown NSW 2200
2. Information on how to enter, mechanics of entry and prizes form part of these Conditions of Entry.
3. Entry into the promotion is deemed acceptance of these Conditions of Entry. Entry is through Instagram only.
4. The Competition is only open to Eligible Entrants. An "Eligible Entrant" is an individual who, at the time of entry:
  1. Is a resident of Australia aged 18 years or older
  2. Is not an employee of the promoter, any of its related corporations or any of the agencies associated with the competition
  3. Is not a spouse, de-facto spouse, parent, child or sibling (whether full, half, step or by adoption) of such an employee
  4. Has a wedding reception event order booked with The HIGHLINE Venue occurring between 01/08/2024 to 31/12/2026 with a minimum contracted amount of \$15,000AUD inc. GST
  5. Is following the Instagram account @thehighlinevenue
5. This competition is a game of chance. The winner will be chosen at random.
6. Entrants must submit their entry via their personal Instagram account
7. The promotion begins 1<sup>st</sup> July 2024 AEDT and ends 31<sup>st</sup> August 2024 at 11:59PM AEDT (Promotional Period)
8. A draw will take place on 2nd September 2024 at 11am. Reserve entries will be used should an entry be considered invalid or ineligible.
9. The winner will be notified via Instagram message on 2nd September 2024. If the winner does not respond within 7 days of this date a redraw will take place.
10. If the winner is an invalid entry or ineligible entrant, a redraw will take place on 9<sup>th</sup> September 2024 at 11am and contacted via Instagram message on the same day

### **HOW TO ENTER**

1. To enter, individuals must complete the following steps during the Promotional Period:
  1. Follow or already be following the @thehighlinevenue Instagram account from their personal Instagram account
  2. Like the relevant competition post
  3. Tag a friend that is also following @thehighlinevenue in the relevant competition post
2. Multiple Entries per person are permitted and must independently comply with these Conditions of Entry.
3. There are no maximum number of entries
4. The Promoter, its agents, affiliates or representatives will not be liable for any lost, late or misdirected Entries
5. The Promoter reserved the right, at its sole and absolute discretion, to deem any irregular, incomprehensible and incomplete Entries or any Entries that do not comply with these Terms, as invalid ("Invalid Entries").
6. Invalid Entries cannot win a Prize.
7. Selection of the winners ("Prize Draw") will be randomly drawn using a computer-generated program on the dates specified in the contact that is made to them by the Promoter. The draw will take place at Level 2, 462 Chapel Road Bankstown NSW 2200
8. At each Prize Draw the Promoter will review the drawn Entry to confirm that it is not an Invalid Entry ("Valid Entry"). If any drawn Entry is an Invalid Entry, a further entrant will be drawn and reviewed in the same manner. The Prize Draw ends once all Valid Entries are identified.
9. The Eligible Entrant whose name is the first Valid Entry identified in the Prize Draw wins the prize ("Prize Winner").
10. Eligible Entrants do not need to be present at the Prize Draw to win the Prize.
11. This Competition is only open to Eligible Entrants who act at all times in good faith, sincerely, and without fraud. Any entrant or Entry that the Promoter suspects, in its discretion, to be in breach of these Terms or attempting to gain an unfair advantage over other competitors (e.g. by the use of technology) will not be eligible.

## THE PROMOTION

1. The Promoter reserves the right to cancel or change the Competition at any time throughout the Competition Period without notice.
2. The decisions of the Promoter are final. No correspondence will be entered into.
3. 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 to disqualify any entrant who submits an Entry that is not in accordance with these Terms or who tampers with the entry process.
4. Failure by the Promoter to enforce any of their rights does not constitute a waiver of those rights.
5. By entering the Competition all entrants consent to the use by the Promoter of their username for publicity and commercial purposes in connection with the Competition and/or the Promoter's products and services, in any media and for an infinite period, without further compensation. This includes but is not limited to use on TV, Facebook, Twitter, Instagram, YouTube, radio, print, display advertising, website and social media channels, and the Promoter's blog and website.
6. The prizes (or any part thereof) are not transferable or redeemable for cash.
7. Entry to the Competition is free, but entrants are responsible for any costs imposed by their internet service or other technology providers.
8. The Promoter may prohibit any person's participation in this Competition, cancel or suspend the Prize (or part thereof) if the Promoter considers that the entrant has behaved in a way which may diminish its name or reputation, is in bad faith, is designed to gain an unfair advantage, is fraudulent, is otherwise contrary to law or these Terms, or is otherwise inappropriate.
9. Errors and omissions may be accepted at the Promoter's discretion.
10. The Promoter accepts no responsibility for any tax implications that may arise from the Prize. Independent financial advice should be sought. Where the operation of this Competition results in, for GST purposes, supplies being made for non-monetary consideration, entrants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
11. If this Competition is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the Promoter's control, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, to the fullest extent permitted by law: (a) to disqualify any entrant; and/or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Competition. ff. The Promoter may collect personal information in order to conduct the Competition and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use entrants' information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages to entrants. Entrants should direct any request to opt out, access, update or correct information to the Promoter at [info@highlineevents.com.au](mailto:info@highlineevents.com.au)
12. To the fullest extent permitted by law, the Promoter (and the prize suppliers) will not be liable for any loss or damage an entrant or winner suffers as a result of participating in this Competition (including the Prize), unless caused by the Promoter's negligence or wilful misconduct.
13. The decision by the Promoter to accept or reject an Entry is in the Promoter's sole discretion and no correspondence will be entered into. Any Entry that contains content that the Promoter, in its sole discretion, considers to be offensive, inappropriate or objectionable in any way or that the Promoter considered may infringe any Intellectual Property Rights or other rights of any person, corporation or entity, will not be accepted as an eligible Entry into the promotion. This includes, but is not limited to, any entry which the Promoter considers to be disparaging to its products and/or services or is otherwise not in keeping with the spirit of this promotion. Once an Entry is submitted, Entrants acknowledge that the Entry may not be withdrawn, altered or deleted (except as and where required by the Promoter).
14. Entrants acknowledge that their Entries and their full name and/or Instagram account handle may be featured on the @thehighlinevenue Instagram, Facebook and Website for public viewing during the Promotional Period and in perpetuity (unless otherwise requested).
15. Instagram membership, Instagram accounts/pages, the 'following' of Instagram accounts, Instagram applications and use of Instagram generally is subject to the Instagram prevailing terms and conditions of use available at [help.instagram.com/478745558852511](https://help.instagram.com/478745558852511). This promotion is in no way sponsored, endorsed or administered by, or associated with Instagram. By entering and participating, entrant agrees to hold harmless, defend and indemnify Instagram from and

against any and all claims, demands, liability, damages or causes of action (however named or described), losses, costs or expenses, with respect to or arising out of or related to (i) entrant's participation in the Sweepstake, or (ii) entrant's participation in any Prize related activities, acceptance of a Prize and/or use or misuse of a Prize (including, without limitation, any property loss, damage, personal injury or death caused to any person(s)).

16. The promoter makes no representation as to the safety, conditions or other issues that may exist as part of the Prize. The Winner is responsible for all additional costs associated with the Prize that are not specifically included, including where applicable ongoing usage costs and insurance costs.
17. The Promoter and their associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission; communications line failure, internet failure, theft or destruction or unauthorised access to, or alteration of entries, and reserve the right to take any action that may be available.
18. 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
19. If for any reason this competition is not capable of running as planned including infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of H Venues which corrupts or affect the administration security, fairness, integrity or proper conduct of this promotion, The HIGHLINE Venue reserves the right to disqualify any individual who tampers with the entry process and to cancel, terminate, modify or suspend the promotion subject to the approval of the gaming authorities in each state and territory, where required. Tampering includes the use of Repeat Entry Device Software.

## **PRIZES**

1. The prize is not transferable or exchangeable and cannot be taken as cash.
2. The prize will include:
  - \$5,000 AUD including gst worth deducted from an eligible H Venues client's event order invoice
  - The valuation of items in the form of in-house food, drinks, event elements will be provided to the winner by a H Venues Events Manager.
  - The deduction can be used towards particular in-house H Venues items only including food menu items (banquet food tables, per person set menus, platters, canapes) standard beverage package (beers, wines, soft-drinks, tea, coffee, water, juice), additional venue hours in ballroom or private suite subject to availability, additional waitstaff to service function subject to availability, select in-house arranged event elements (HIGHLINE ceremony set-up and hire, menu tasting for up to 10 people of booked menu, crew meals for up to 10 crew members and fresh cake slabs for up to 100 guests)
3. Any additional costs regarding any of the above prizes will not be included and are at the discretion of the winner and guests.

## **WINNER NOTIFICATION**

1. The winner will be notified by being contacted via Instagram direct message, with a request from the Promoter to claim their prize, and in accordance with the dates set out in Conditions. Any further correspondence between the winner and the Promoter will be via email.
2. The precise date(s) for the delivery of the prizes will be subject to the availability of the prize and on the date of the winner's wedding reception at The HIGHLINE Venue.
3. The winner is responsible for any duties and taxes incurred
4. Any additional costs for the prize will be the responsibility of the winner

## **Contacting The HIGHLINE Venue**

Phone: 1800 898 889

Email: [info@highlineevents.com.au](mailto:info@highlineevents.com.au)