

## CONDITIONS OF ENTRY

1. Information on how to enter and prizes form part of these Conditions of Entry. Entry into the ESCAPE TO BARCELONA promotion is deemed to be acceptance of these Conditions of Entry.
2. Entry is only open to Australian residents. Employees and immediate families of the Promoter, participating outlets, and agencies associated with this promotion are ineligible.
3. Prize
  - a. There is 1 major prize of "Escape to Barcelona" valued at up to AUD\$11,757.00 and includes:
    - 2 Return Economy Class airfares with Singapore Airlines from Melbourne, Brisbane or Sydney to Barcelona, Spain.
    - 5 nights accommodation for 2 people at El Palauet Living Barcelona on a Modernista Suite including catalan breakfast.
4. Accommodation is subject to booking and availability
  - a. Accommodation booking to be made on request via Mr & Mrs Smith
  - b. The prize must be booked at least six (6) weeks prior to stay
  - c. The prize is non-transferable or redeemable for cash
  - d. Prize expiry: One year from competition close date
  - e. Blackout dates: 3-5, 25 and 31 December 2013, 24-27 February 2014
5. Travel must be on Singapore Airlines only and completed by August 10<sup>th</sup> 2014 with no further extensions. Travel is subject to availability to "K" class space being available. Travel during peak periods and embargo periods may be restricted.
  - a. Travel is for a period of no more than 90 days and any tickets which remain unused after the expiry date shall be deemed null and void.
  - b. The winner (and their companion) are responsible for all other expenses including but not limited to accommodation, spending money, meals, drinks, transfers, laundry charges, activities, incidentals, taxes (excluding departure taxes and airline related charges), excess baggage over and above the approved 20 kgs, energy surcharges, gratuities, services charges, passports, visas, travel insurance and all other ancillary costs. Travel insurance is highly recommended to protect against the additional costs incurred in the event of unforeseen circumstances.
  - c. The winner and travelling companion must travel at the same time, must depart from the same capital city and are responsible for transport from their residence to their nearest capital city for flight departure (Sydney, Melbourne, Brisbane). If the winner does not reside in the state of any of these capital cities, it is the winners' responsibility to make their own travel arrangements to one of the departure cities (Sydney, Melbourne, Brisbane).
  - d. It is the travellers' personal responsibility to ensure that they have valid documentation which meets the requirements of immigration and other government authorities at every destination. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be the sole responsibility of the travellers.
  - e. Travel is subject to the General Conditions of Carriage of Singapore Airlines. These can be viewed at: [http://www.singaporeair.com/jsp/cms/en\\_UK/global\\_footer/conditions-carriage.jsp](http://www.singaporeair.com/jsp/cms/en_UK/global_footer/conditions-carriage.jsp)

- f. No Frequent Flyer points will be accrued as part of this prize nor are the air tickets able to be upgraded using Frequent Flyer points
- g. Bookings must be made at least 90 days prior to travel.
6. Prize values are correct at time of printing. The sharing of prizes is not permitted and prizes are not transferable, not exchangeable, cannot be taken for cash and cannot be used in conjunction with any other offer.
7. Promotion commences in Melbourne on May 20<sup>th</sup>, 2013 and continues nationally until the conclusion of the festival on July 6<sup>th</sup>, 2013. Entries close July 10<sup>th</sup>, 2013.
8. Winners will be announced August 10<sup>th</sup>, 2013 on the official Spanish Film Festival website by initial of first name, surname and state (e.g. Mr S. Smith VIC). Winners will be notified by email or phone.
9. How to Enter To enter, Eligible Entrants must:
- (a) purchase 1 ticket to see any film at the Spanish Film Festival at any participating cinema screening the festival, and retain ticket after screening;
  - (b) entrants must be 18 years of age or older.
  - (c) fill in an online entry form by visiting [www.spanishfilmfestival.com](http://www.spanishfilmfestival.com) or submit entry form at cinema;
  - (d) fully complete the Entry Form including finishing the following in 25 words or less: ***"Imagine your Spanish holiday was a film – write us the blurb!"***; and also listing of entrant's favourite film seen at the 2013 Spanish Film Festival.
10. Entrants must retain their Ticket for validation of their entry if required by the Promoter.
11. Entry is limited to one entry per person per ticket acquired for the festival. If the entrant has entered 10 times and wins, entrant will need to supply 10 valid festival tickets to claim prize.
12. How winners will be determined
- (a) This is a game of skill and chance plays no part in determining the winner. All entries received prior to 11.59PM AEDT on July 10<sup>th</sup>, 2013 will be judged. All entries are deemed to be received by the Promoter at the time of receipt by the Promoter, not the time of transmission. In the case of online entries, online entries are deemed to be received by the Promoter at the time of receipt into the Promoter's database.
  - (b) As part of the online entry form those entering will be asked whether they would like to subscribe to Palace e-news. Chance of winning is in no way affected by choosing to subscribe to Palace e-news.
  - (c) A panel of judges will judge the creativeness of entries in answering the question.
  - (d) The judges will determine which entry is the most creative and that entry will win the Major Prize.
  - (e) The judges have absolute discretion in their determinations and their decisions are final. No correspondence will be entered into.
13. Winners will be notified by email or phone by August 10<sup>th</sup>, 2013.

14. The Promoter may require entrants to validate their entry in the Promotion at any time during the Promotion. The Promoter may also require entrants to show they are an Eligible Entrant.

Validation may (in the Promoter's sole discretion) include the Eligible Entrant providing the Promoter with:

- (a) proof of residency; and
- (b) the Ticket purchased by the entrant as part of the entry requirements.
- (c) In the event that any entrant does not claim their prize or cannot validate their winning entry within 30 days of written notice being given that the entry is a winner, the judges may:
- (d) Reallocate the Major Prize to the next most creative and entertaining entry;

15. All claims and entries become the property of the Promoter. Each entrant agrees to do all things requested by the Promoter to ensure that the intellectual property rights in and to the entries become the property of the Promoter and to provide all consents necessary or requested by the Promoter in relation to moral rights.

16. By entering this Promotion, each entrant consents to the Promoter using the entrant's personal information to administer the Promotion and announce the winner and disclosing the entrant's personal information to organisations that assist the Promoter with administering the Promotion and announcing the winner, and to third parties as required by law (including authorities that regulate this Promotion). By entering into this Promotion, each entrant also consents to their personal information being used by the Promoter for future marketing and promotional purposes.

The Promoter is bound by the National Privacy Principles in the Privacy Act 1988 (Cth). Entrants can access and correct the personal information the Promoter holds about them by contacting the Promoter on 03 9817 6421. The Promoter's full privacy policy is available on the Promoter's web site – [www.palacecinemas.com.au](http://www.palacecinemas.com.au).

17. No responsibility accepted for late, lost, stolen, damaged or misdirected mail.

18. Except for any liability which cannot be excluded by law the Promoter:

- (a) is not responsible for any problems or technical malfunction of any telephone network or lines, computer on line systems, servers, or providers, computer equipment, software, technical problems or traffic congestion on any computer system or at any website, or any combination thereof, including (but not limited to) any injury or damage to participants or any other person's property related to or resulting from participation in this Promotion;
- (b) accepts no responsibility for any incorrect or inaccurate information, either caused by users or by any of the equipment or programming associated with or utilised in connection with this Promotion, or by any technical error that may occur in the course of this Promotion; and
- (c) accepts no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to or alteration of entries or entrants details.

19. The Promoter and its associated companies shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to consequential loss), or for personal injury suffered or sustained, as a result of entering into this Promotion, or receiving, accepting or using any prize, except for liability which cannot be excluded by law.

20. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought.

21. If the winner of the Major Prize is under the age of 18 years, that prize will be awarded to the winner's parent or guardian.

22. If for any reason a prize is not available, the Promoter reserves the right to substitute it for another item, in its sole discretion, of the same recommended retail value.

23. If for any reason this Promotion is not capable of running as planned the Promoter reserves the right, in its sole discretion to modify the terms of the Promotion and these Conditions of Entry, subject to the approval (if required by law) of State and Territory gaming authorities.

24. The Promoter is Palace Entertainment Pty Ltd, 233 Whitehorse Rd, Balwyn 3103. Phone 03 9817 6421. ABN 93 833 958 293