

Eurovision – Australia Decides – Gold Coast 2020 Win a Luxury Vacay to QT Gold Coast Competition

Terms and Conditions

1. By casting a valid vote for Eurovision – Australia Decides voters will automatically be entered into the “Eurovision – Australia Decides – Gold Coast 2020 Win a Luxury Vacay to QT Gold Coast” competition (the “Competition”), by doing so, you are agreeing to the following terms and conditions.
2. Information on how to enter form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
3. Subject to clause 4, entry is open to all residents of Australia. Entrants under 18 years of age must have the prior consent of their parent or guardian and the phone account holder prior to entering.
4. Employees and their immediate families of Blink TV, SBS, Event Hospitality & Entertainment Ltd and Ansible Pty Ltd and their associated agencies and companies are not eligible to be entered into the Competition, although Employees and their immediate families of Event Hospitality & Entertainment Ltd are still eligible to cast a vote for Eurovision – Australia Decides.
5. Competition commences on **Friday 7 February 2020 at 20:30 AEDT** and closes on **Saturday 8 February 2020 at 22:15 AEDT** (the “Competition Period”).
6. The competition will be advertised on, but not limited to, SBS, www.sbs.com.au/eurovision www.eurovisionaustralia.tv.
7. In order to enter, entrants must:
 - a) Watch any of Eurovision – Australia Decides in person, on SBS on Saturday 8 February 2020 at 20:30 AEDT (the Live TV Final) or watch voting clips on sbs.com.au/ondemand.
 - b) Make one (1) or more valid votes by texting the Song Number (as promoted in program and online) of voter’s favourite Act to 1999 2222 (Charge \$0.55 per SMS – Helpline 1300 851 419).
8. 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.
9. SMS entrants must have Premium Services enabled by their mobile phone carrier to enter. Entrants will be charged \$0.55 (inclusive of GST) per SMS. Each SMS is limited to 160 characters, \$0.55 will be charged for every 160 characters or part thereof (Ansible Pty Ltd SMS Helpline 1300 851 419).
10. 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 individual who the Promoter has reason to believe has breached any of these 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 may 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.

11. Incomplete or indecipherable entries will be deemed invalid.
12. Entrants may vote multiple times, up to a maximum of twenty (20) votes. Every one (1) vote equals one (1) entry to the Competition.
13. Entries must be received by **Saturday 8 February at 22:15 AEDT** to be included in the prize draw. Each valid entry received over the duration of the Competition Period will be entered into the prize draw.
14. The time of entry will in each case be the time the online entry is received by the Promoter's database. The Promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason.
15. The account holder is responsible for any activity and/or entries that have been submitted using their device (E.g. Phone, computer, tablet etc). It is the account holder's sole responsibility to control any and all access to their device. The Promoter, and Ansible Pty Ltd, will not be responsible for any loss, damage or costs incurred as a result of failure to comply with this. Entrants must not use another's device without express permission from the account holder.
16. 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.
17. There will be One (1) Major Prize Draw conducted for this Competition. The draw will take place at Ansible Pty Ltd, Level 3, 100 Chalmers Street, Surry Hills, NSW 2010 on **Monday 10 February 2020 at 11:00 AEDT**. The Winner will be notified by phone within two (2) business days of the draw, and in writing. The major prize Winner's name will be published online at www.sbs.com.au/eurovision and www.eurovisionaustralia.tv from **Wednesday 12 February 2020**.
18. If the Prize is not claimed by Monday 11 May 2020, then an Unclaimed Prize Draw will be conducted at Ansible Pty Ltd, Level 3, 100 Chalmers Street, Surry Hills, NSW 2026 on **Tuesday 12 May 2020 at 11:00 AEST**. The Winner will be notified by phone within two (2) business days of the draw, and in writing. The Winner's name will be published online at www.sbs.com.au/eurovision and www.eurovisionaustralia.tv from **Thursday 14 May 2020**.
19. There will be One (1) Major Prize Winner (the "Winner"). Prize (the "Prize") details are below:

PRIZE	DESCRIPTION	TOTAL VALUE UP TO (AUD)
One (1) x Major Prize Package	<p>Three (3) nights at QT Gold Coast in an Ocean View King Suite (newly refurbished) for two (2) people.</p> <p>Daily breakfast in Bazaar Marketplace for two (2) adults.</p> <p>A Bikini Chic Poolside Cabana package for one (1) day for two (2) adults including:</p> <ul style="list-style-type: none"> • Private Cabana Rental • QT esky with 2 x 600ml bottles of sparkling water • Chilled face spritz • 50+ spf sunscreen • Seasonal fruit platter • Bottle of Petit Cordon sparkling wine or a cocktail jug. <p>Two (2) return economy flights up to the value of \$600AUD from the Winner's nearest capital city to the Gold Coast. <i>(Note: if chosen flight value exceeds this amount, the excess is to be covered by the Major Prize Winner as stated in Clause 20.)</i></p>	\$2260.00

Total Prize value is up to \$2,260.00 AUD (including GST).

20. The Winner and their travelling companions are responsible for all expenses not explicitly specified in the Prize (as per Clause 19) including but not limited to: spending money, meals and drinks, transfers, transport, laundry, activities, incidentals, taxes (excluding any flight associated taxes included within the prize), energy surcharges, gratuities, services charges and all other ancillary costs. Travel insurance is not included, but is highly recommended. Beverages are not included in meal prize.
21. In the event that the Major Prize Winner's airfare from their nearest capital city to the Gold Coast exceeds \$600.00 AUD, it is the responsibility of the Major Prize Winner to cover the additional cost. If the Major Prize Winner is not willing to do so, they will forfeit the prize in full and a re-draw will take place.
22. If the Winner is under 18 they must be accompanied by an adult/guardian.
23. The Winner and their travelling companions are responsible for any travel from their residences to the departure point and must depart from the same capital city, at the same time. If the Winner resides in Queensland within 100kms of the Gold Coast flights will not form part of this prize. If the Winner resides in Queensland over 100kms from the Gold Coast a contribution to transport costs will be provided.
24. In accepting the prize, the Winner and their travelling companion agree to participate and cooperate as required in all editorial activities relating to the Competition, including but not limited to being interviewed, photographed and social media activity. The Winner grants the

Promoter a licence to use any footage and photographs and the Winner will receive no fee if material is used.

25. All prizes are non-transferrable. No cash alternative is available for any prize. Prizes must be taken as offered. Any prize, unused portion of any prize, or portion of the prize Winner is not entitled to, are not exchangeable or cannot be redeemed as cash. Prizes cannot be used in conjunction with any other special offer. Prize values are in Australian dollars. The Promoter accepts no responsibility for any variation in the prize values. Prize Winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of their prize.
26. If the winner is under 18 years the prize may at the absolute discretion of the Promoter be awarded to the winner's parent or guardian. Winners are responsible for their own travel insurance. The Winner should seek independent financial advice about any tax implications arising from the prize winning.
27. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the result.
28. It is a condition of accepting the prize that the Winner and their travelling companion must comply with all the conditions of use of the prize and the prize supplier's requirements.
29. Air tickets are available on the regular scheduled services of each airline and are subject to seasonal embargos. The Promoter has the right to determine the airline carrier at its discretion. In the event that a Winner requests a specific carrier, not offered by the Promoter, any subsequent or additional fees and taxes, if applicable will be the responsibility of the Winner. Flight itinerary may have to be adjusted depending on the airlines departure city and their current flight schedule. Frequent Flyer points are not available from any airline. The Promoter is not responsible for the cancellation, delay or rescheduling of any part of a travel Prize and any costs incurred by the Winner or any travelling companion as a result (including accommodation costs) will be the responsibility of the Winner.
30. Accommodation is based on two (2) people sharing an Ocean View King Suite. The Winner will be required to provide a credit card, or cash deposit, at check-in to the hotel, for all incidental charges.
31. The Winner and their travelling companions must confirm their booking at least 30 days prior to their travel date. Travel is subject to availability at the time of booking and the Major Prize Winner must have completed travel by Tuesday 9 February 2021.
32. Dates of travel within holiday periods and peak dates are subject to availability. Blackout dates will apply unless specifically pre-arranged prior to the competition being run. Blackout dates include peak periods, school holidays and special events.
33. Once confirmed in writing, travel dates and names of those travelling are not changeable without incurring extra fees. The Promoter and Sponsor do not accept responsibility for any fees incurred as a result of any changes made and these costs will be borne by the Winner and their companion.

34. Stay must be taken over three (3) consecutive nights. No extension to the validity date of this prize will be permitted under any circumstances. Notice of intent to travel must be received at least 30 days prior to the winner's proposed travel dates.
35. In the event that for any reason whatsoever a Winner does not take an element of the prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the Winner and cash will not be awarded in lieu of that element of the prize.
36. Prizes will be awarded to the account holder of the phone number linked to their contestant entry. Should an entrant's contact details change during the Competition Period it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.
37. The Promoter and associated agencies, are not liable for any loss, damage, personal injury or death whatsoever (including, but not limited to, any direct, indirect or consequential loss) suffered or sustained in connection with this competition, the use of a prize or any act or omission (whether negligent or not) of the promoter, its associated agencies or any person associated with any of them, except to the extent that any liability cannot be excluded by law.
38. It is a condition of accepting the prize that the Winner may be required to sign a legal release in a form determined by the promoter in its absolute discretion.
39. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same conditions.
40. The Promoter and their associated agencies and companies will take no responsibility for prizes damaged or lost in transit, or late, lost or misdirected mail.
41. Nothing in these Terms and Conditions limits, excludes or modifies 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 its respective officers, employees and agents) excludes 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.
42. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes 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 claim 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 (f) use of a prize.

43. The Promoter and their associated agencies and companies will not be liable for any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur; during any draw; whilst undertaking any travel won on or connected with their entry; or in the participation in any prize; as a consequence of late, lost or misdirected mail; in relation to failure of an entry to be received by the Promoter on account of technical problems or traffic congestion; arising from or related to any problem or technical malfunction of any computer equipment, software, internet connection, any injury or damage to entrant's or any other person's computer software related to or resulting from participation in this promotion.
44. The Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries, and reserves the right to take any action that may be available.
45. If for any reason this competition is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration security, fairness, integrity or proper conduct of this competition, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the competition.
46. The Promoter is Blink TV Production Pty Limited, ABN 44 133 723 225, Suite 12C, 1110 Middle Head Road, Mosman 2088.
47. The Prize Provider is QT Gold Coast, ABN 23 140 595 624, 7 Staghorn Avenue, Surfers Paradise QLD 4217.
48. Entry details remain the property of the Promoter. Blink TV is collecting the entrant's personal information for the purpose of conducting, promoting, and fulfilling this competition (including but not limited to determining and notifying Winner). Personal information about all prize Winners will be shared with the prize provider, and their agents, to the extent necessary for prizes to be delivered to the Prize Winner. The personal information will be used and handled in accordance with the Prize Provider's Privacy Policy, a copy of which can be found at <https://www.qthotels.com/privacy-policy/>.
49. Permit Approvals: NSW: LTPS/20/41819