

Official Rules for the Disney On Ice celebrates Mickey and Friends promotion

By entering the promotion referred to in these official rules (the “**Promotion**”) you (the entrant) and we (the promoter whose details are set out below) are entering into a contract on the terms of these official rules (“**Official Rules**”).

- How to enter:** You enter the Promotion by getting the daily code word off the Power FM Ballarat website. The announcers will then do a cue to call during the day where listeners will call for their chance to win. The first 3 callers will be in the drawer for the prize. Entry is free except that if provided in these rules, you may be required to purchase certain goods or services to enter. Their price will be not more than their normal retail value. You agree that we may ask you for proof of purchase to confirm your eligibility. If entry is by telephone, you will incur a call charge, but this will not exceed \$0.50 (or any greater call charge provided that is allowed by law). Normal postage costs apply to any postal mail. You agree that all property in your entry becomes solely owned by us after your entry. This includes rights in any tangible items you provide and in the content of your entry. We may use, disclose, change and transfer such property. By entering, you agree that we may rely on there being no present or future obligation to pay any fee to anyone or to obtain anyone’s consent or to provide any form of attribution in connection with your entry.
- Eligibility:** Only individuals residing in Australia aged 18 and older can enter. Our officers, employees, contractors, agents and suppliers and the immediate family members of any of them or of anyone associated with the Promotion are ineligible to enter. Automatically or mechanically produced entries, and entries we reasonably consider to be inappropriate for any reason (eg because they are disparaging or unlawful) are ineligible. There is a limit of one entry per individual and for this purpose an individual may be counted by an address (so that more than one entry using a particular address will be ineligible, regardless of whether more than one individual uses the same address).
- Promotion period, place, time & date of selection:** The Promotion starts at 6 AM on Wednesday May 15 and closes at 5 PM on Friday May 31. Selection of winners will occur on Friday May 31. The winner will be selected at 5 PM on Friday May 31. Times are Melbourne, Victoria, Australia times.
- Prize details:** Details of prizes are 4 A Reserve tickets with 2 children (aged between 4-10 years old) to ride in the cart during the show. Prizes in the Promotion are not allocated on the basis of a place within a country, for example a state, municipality or city. Where any component of the prize is money, we will only pay the winner by a crossed cheque made out to that person (or by EFT if the winner requests). Entries and prizes are not transferrable and are not redeemable for cash. We will not substitute a prize unless the substituted prize is of the same or greater value than the original prize and the winner either agrees in writing or the original prize is unavailable due to circumstances beyond our control and we have made reasonable but unsuccessful attempts to reach agreement with the winner. If a prize cannot be retained for any length of time after selection of a winner, we may deal with it prior to it being made available to the winner in a way we consider reasonably appropriate (which may include, if the law requires, preserving its reasonable value and after deducting the reasonable costs of any disposal having the proceeds held in trust for the ultimate winner). The winner is solely responsible for all taxes and expenses in connection with acceptance or use of any prize (other than expenses expressly stated in these Official Rules as being included in the prize.)
- Prize value:** The total prize value does not exceed AU\$256 as at 15/05/2019 and a money can’t buy experience cart ride for 2 children (ages 4 – 10 years). This is calculated as the sum of the values of all possible prizes that can be won in the Promotion. The values are the usual or recommended retail or market values of the prizes.
- Selection of winners:** The Promotion does involve an element of chance. We will aim to undertake the determination of the winner in a fair and transparent manner. If more than one prize is being determined, we will select the major prize winner first unless winning entries are eligible to be re-selected. Where there are prizes other than the major prize we will select them in descending order of number and value. Winning is not contingent on being present at selection of winners. Where practicable, we will afford members of the public the opportunity to witness selection of winners.
- Unclaimed prizes and re-selection:** We will aim to distribute all prizes in the Promotion and will take every reasonable effort to identify and contact an entrant selected as a winner. We will allow a reasonable period (and in any event one week or such longer legally required period) within which the person may claim their prize. If person selected as the winner of the prize does not claim the prize within the time provided in these Official Rules or if we have made reasonable but unsuccessful efforts to identify or contact the person, we may substitute another person as the winner using a subsequent selection. The date of any re-selection will be as soon as reasonably practicable after the need for a re-selection process occurs. The time of day and place of the re-selection will be the same as for the original selection.
- Notification of winners:** We are not required to confirm that entrants’ contact details remain up-to-date – that is entrants’ responsibility. We will aim to notify all winners personally (eg face-to-face, mail, telephone or email) within 2 business days of selection and we will otherwise aim to make all results available within 7 days after selection. We will make results known by posting details on any one or more of the media we use to publicise the Promotion. If you are a winner and you claim your prize and comply with the other requirements of these Official Rules, we will do everything reasonably necessary to ensure you receive your prize within 28 days after your selection as a winner by the following means, namely collecting tickets from the Radio Ballarat reception. This is unless the circumstances of the Promotion or the nature of the prize require a longer period. When we make the results of the Promotion known, we will do so in a way which is consistent with the type of Promotion. We will not charge winners any fee upon receipt of their prize.
- Separate legal terms:** There may be terms applicable to prizes in addition to those set out in these Official Rules. Eg tickets to

providers' services (including entertainment events and travel-related services) are subject to providers' terms of supply of those services. Also, before allocating a prize to you, we may ask you to agree to some terms in addition to these Official Rules. These would be (a) a statutory declaration confirming your eligibility to be a winner; (b) providing us with any additional information we ask as being appropriate to allocate and manage the award of the prize and claiming your prize and (c) where the prize involves participation by others nominated by you, their consents to the collections, uses and disclosures of information about them which are similar to those you give us under these Official Rules. These additional terms may be with someone other than us. Where Feld Entertainment (Australia) Pty Ltd ABN 49 083 865 409 is not the promoter, some of the additional terms may be for a contract directly between you and that company. A copy of all these additional terms will be sent to you on request during the Promotion period and, if you are selected as a winner, before you decide whether to claim the prize. If we ask you to sign and return any such additional terms and we do not receive signed copies from you within one week (or such longer period as the law requires) after our request, we may take it that you have decided not to claim your prize, declare you as ineligible as a winner and select an alternate winner. Entry into the Promotion may require you to, or allow you to, use any electronic (online) service which is not provided by us. Where you subscribe to such a service (eg are a member) and have entered the Promotion using it, you agree to abide by the terms of such service in addition to these Official Rules, including where required by that service provider, that you completely release that service provider and acknowledge that the Promotion is in no way sponsored, endorsed or administered by or associated with that service provider.

10. **Publicity:** By entering, you agree that whether or not you are selected as a winner, we, our group companies and those with whom we or they have commercial alliances (eg prize providers and trademark licensors), and without payment of any fee or obtaining any further consents (a) may use and disclose information about or depicting you (eg your image and/or voice) to promote goods and services using such media (including electronic media such as email, SMS and social media platforms) and in such ways as is reasonable in the circumstances; and (b) will be given such cooperation as is reasonably requested of you as regards participation in media requests, eg being interviewed and photographed. Where the promoter is not Feld Entertainment (Australia) Pty Ltd ABN 49 083 865 409, you agree that the promoter has a commercial alliance with the company.
11. **Privacy and your information:** We may collect, use and disclose information about you for direct marketing and data analytics purposes. Such purposes may concern our goods and services, those of our group companies or those with whom there are commercial alliances (eg prize providers and trademark licensors). The means of any direct marketing may include electronic media (email, SMS and social media platforms). We may also collect, use and disclose information about you for the purpose of giving effect to this Promotion and any award of a prize to you, as required or permitted by law, as set out in our privacy policy and otherwise consented to by you. Our privacy policy gives you information on how and why we collect, hold, use and disclose your personal information. You may access our privacy policy at <https://www.powerfmballarat.com.au/info/privacy-policy>, or contact us at the contact details set out in these Official Rules to ask that we send you a copy. Where the promoter is not Feld Entertainment (Australia) Pty Ltd ABN 49 083 865 409, you agree that Feld Entertainment (Australia) Pty Ltd ABN 49 083 865 409 may also collect, use and disclose information about you for direct marketing and data analytics purposes on the terms of this clause. You may access the privacy policy of this company at <http://www.feldentertainment.com.au/PrivacyPolicy/> or contact the company by mail to 15s/349-355 Bluff Road, Hampton, Victoria 3199 or by telephone to 03 9699 9322 to ask that you be sent a copy.

- Cart Ride

1. Law and our liability

- 1.1 **If you win a prize to participate in an Ice show as part of the Promotion:** You acknowledge that if you win a prize to participate in an Ice show (the "Show") as part of the Promotion, you or a person nominated by you ("the Nominated Person") will be provided with the opportunity to sit in a sledge in the get up of a cart ("Cart") and to be moved around the ice rink on which the Show is presented, (the "Cart ride"). If you accept that opportunity, you agree that the Cart ride is a recreational activity undertaken during the Show and you further acknowledge that participation in the Cart ride by you and/or the Nominated Person (subject to the acknowledgement in "Your Warranty regarding an unaccompanied Nominated Person" below) involves activities on and near ice and also involves risks which include any Obvious Risk and the following notified risks:
- (a) a Nominated Person travelling in the Cart unrestrained and unaccompanied by you or an adult;
 - (b) stumbling, slipping and/or falling and/or coming into physical contact with the ice or another person or persons while entering or exiting the ice rink, or being on the ice, or being seated in, travelling in or exiting the Cart ("activities") due to any act or failure to act by you or a Nominated Person or by a person assisting, or meant to assist you or a Nominated Person to undertake the activities or by any person on the ice rink or in the Cart;
 - (c) travelling to and from the place where the Cart ride is to occur;
 - (d) anything being thrown by a person including a person on the ice or a member of the audience at or toward or near the Cart ride, you, the Nominated Person or any person on the ice during the Cart ride;
 - (e) a person on the ice propelling, or meant to be propelling, the Cart, failing to control or to properly control (partly or at all) the direction or movement of the Cart;
 - (f) a collision or action being taken to avoid or minimise the risk of collision between the Cart and a person on the ice or any other thing on the ice;

- (g) the Cart failing to remain on the ice or leaving the ice, either fully or partially; and
- (h) any coming into contact with a person that has, or persons that have, an infectious or contagious illness or disease.

(“**Notified Risks**”).

In this clause, propelling the Cart includes manually pulling or pushing the Cart, putting the Cart in motion, accelerating or decelerating the Cart, turning the Cart, and bringing the Cart to a stop.

To the extent permitted by Law, you voluntarily (a) assume and shall ensure that each Nominated Person voluntarily assumes all Obvious Risks and Notified Risks and (b) assume sole responsibility and decision making in respect of the safety and welfare of each Nominated Person in relation to the Cart ride. This includes to the extent permitted by law voluntarily assuming risks of any and all loss, injury or damage caused by, or arising from, an Obvious Risk or a Notified Risk.

- 1.2 **Your Warranty regarding an unaccompanied Nominated Person:** You warrant that having regard to Obvious Risks and Notified Risks and the other terms of these Official Rules, you will only nominate and allow a Nominated Person to be involved in the Cart ride who is suitable for that involvement without being accompanied by you. A reference in the terms of these Official Rules to participation by you in the Cart ride excludes you being on the ice or in, or near, the Cart during the Cart ride.
- 1.3 **Safety requirements:** Without limiting the “*Your Warranty regarding an unaccompanied Nominated Person*” in subclause 12.2, you agree to be bound by the procedures and specifications for the Cart ride, including requirements in the interests of safety including the maximum weight, size or height of a Child permitted to participate in the Cart ride (“**Child’s characteristics**”) which may be advertised as part of the Promotion of the Cart ride and/or otherwise notified to you prior to or, if reasonably appropriate, during the Cart ride. Devices which are required by individuals for mobility, such as wheelchairs, cannot be accommodated in the Cart for safety reasons.
- 1.4 To the extent permitted by Law:
 - (a) neither of us is liable to the other for any liability loss, cost, damage, injury, expense or demand whatsoever and howsoever caused (including by breach of contract or tort, by default or negligence, pursuant to any occupier’s liability and by breach of privacy rights) arising from the participation by you and/or a Nominated Person in the Cart ride;
 - (b) each party releases and indemnifies the other from any liability loss, cost, damage, injury, expense or demand whatsoever and howsoever caused (including, without limitation, by breach of contract or tort, by default or negligence, pursuant to any occupier’s liability and by breach of privacy rights) and arising from the participation by you and/or a Nominated Person in the Cart ride; and
 - (c) if, notwithstanding the preceding clauses 1.4(a) and (b), either party becomes liable to compensate, or does so compensate, the other party for any liability, loss, cost, damage, injury, expense or demand arising from the participation in the Cart ride by you and/or a Nominated Person in the Cart ride, then the parties agree that their liability to each other is limited to the cost of the Cart ride. If contrary to clauses 1.4(a) and/or (b), we become liable to compensate, or do so compensate, a Nominated Person, then you agree to indemnify and reimburse us for that compensation.
- 1.5 If any or all of clauses 1.4(a), (b) and (c) for any reason do not apply, and the Show takes place in Australia, then we as a corporation supplying recreational services in Australia are permitted in Australia under sections 64 and 139A of the Australian Consumer Law to limit liability for death or personal injury in relation to the supply of those recreational services and, to the extent permitted by Law, we limit our liability for death or personal injury in relation to the supply of those recreational services to AUD100,000 per occurrence.
- 1.6 You are responsible for each Nominated Person. You warrant that you are a person legally responsible for each Nominated Person, are able to enter into the terms of these Official Rules on behalf of or in connection with the Nominated Person and agree to be responsible in all respects for each Nominated Person.
- 1.7 You agree that we have no obligation to run the Cart ride in any Show.
- 1.8 Participation of a Nominated Person in the Cart ride is at our absolute discretion.
- 1.9 We can withdraw the participation of, or cease the participation of, a Nominated Person in the Cart ride at any time before or during a Cart ride and a Nominated Person may be refused access to, or removed from, the Cart by us at any time. Other than a refund of any price actually paid by you to participate in the Cart ride (which you agree will be your sole remedy), we will not be liable for any loss, cost or other harm suffered by you or a Nominated Person nor shall we be liable to satisfy any claim by or pay any compensation to you or a Nominated Person arising from us exercising our discretion under this clause.
- 1.10 In this clause 12:

- (d) *Australian Consumer Law* means Schedule 2 of the Competition and Consumer Act 2010 (Cth) and any applicable similar consumer protection laws in the states and territories of Australia that mirror the provisions of that schedule.
- (e) *Cart, Cart ride, Nominated Person, Notified Risks* and *Show* have the meanings given above;
- (f) *Child* permitted to participate in the *Cart ride* means a person between the ages of 4 and 10 years of age who meets the *Child's* characteristics in subclause 1.3;
- (g) *ice* includes the ice rink and other locations on which performers perform in the *Show*;
- (h) *ice rink* includes a gate or other access point to the rink and any surround or border delineating the rink;
- (i) *Law* means either laws applicable in Australia exclusively or laws applicable in New Zealand exclusively, such that if the *Show* takes place in Australia, the law of the State where the *Show* occurs and in Australia includes the Australian Consumer Law as well as any applicable State and Federal law to that State or if the *Show* takes place in New Zealand, the laws of New Zealand including the *Fair Trading Act 1986* and the *Consumer Guarantees Act 1993*.
- (j) *Obvious Risk* means a risk that is generally known as arising from the *Cart ride* or which ought to be reasonably known to you and/or a *Nominated Person*; and
- (k) *State* means the State or Territory of Australia where the *Show* attended by you actually occurs.

2. **Your rights under Consumer Law and who you give your commitments to**

2.1 Regardless of anything else in these Official Rules, nothing in these Official Rules excludes, restricts or modifies the application of Consumer Laws or the exercise of any rights or remedies you may have under Consumer Laws where any such exclusion, restriction or modification would contravene Consumer Laws. "Consumer Laws" refers to the '*Australian Consumer Law* under Schedule 2 of the *Competition and Consumer Act 2010 (Cth)*, the *Australian Consumer Law and Fair Trading Act 2012 (Vic)* and any applicable similar consumer protection laws in the states and territories of Australia.'

2.2 In respect of your promises under these Official Rules, we, in entering into the terms of these Official Rules shall be deemed to be doing so for ourselves and also as agent for and on behalf of and for the benefit of each of Our Associates and, to this extent, each of Our Associates shall be deemed to be a party to the terms of these Official Rules and your promises under these Official Rules are enforceable by each of ourselves and each of Our Associates directly. In these Official rules, '*Our Associates*' includes (with each corporation individually described as a Principal) any or all of:

- (a) a director, officer, employee, agent or subcontractor of us;
- (b) ~~**delete this if FEA is the promoter**~~Feld Entertainment (Australia) Pty Ltd ABN 49 083 865 409
- (c) the Walt Disney Company;
- (d) Buena Vista Theatrical Group Limited;
- (e) Ringling Bros Barnum and Bailey Combined Shows Inc;
- (f) any related body corporate of the Principal within the meaning of, in Australia, the Corporations Act 2001 or in New Zealand, the Companies Act 2003;
- (g) a body corporate that is engaged in a joint venture with us or with a Principal;
- (h) if we transfer to, or licence, anyone to undertake any of our obligations under the terms of these Official Rules, any transferee or licensee respectively,

(with each of the above individually described as a Principal); and

- (i) any director, officer, employee, agent or subcontractor of a Principal or of any the entities in paragraphs (b) to (h) inclusive

3. **Complaints:** If you are dissatisfied with the conduct of the promotion and remain so after any contact with us you choose you can make a written complaint to the government agency which regulates trade promotions in your location. We will provide you with agency details on request.
4. **Our details:** We are the promoter. Our details are Radio Ballarat (operating as Power FM) ABN 65 000 667 470