



RUNAWAY BAY CENTRE

Pacific Air Show 2024 Giveaway

Social Media Promotion

Terms & Conditions

By entering this competition, participants agree to be bound by these terms and conditions.

1. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The promoter is the manager of the Runaway Bay Centre, Greenpool Management Co Pty Ltd ACN 646 523 122 of C/-: Runaway Bay Centre Management, 10-12 Lae Drive, Runaway Bay QLD 4216 (**"Promoter"**).
3. Entry is only open to QLD residents aged 18 years or over.
4. Employees (and their immediate families) of the Promoter, Runaway Bay Centre, tenants, and their employees (and their immediate families) 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 stepchild (whether natural or by adoption), parent, stepparent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother, stepsister, or 1st cousin.
5. The Promotion commences at 9:00am (AEST) on Thursday 1st August 2024 and will run until 11.59pm (AEST) on Sunday 11th August 2024 (**"Promotional Period"**).
6. To enter, individuals must either:
 - a. Like, follow and comment on the appropriate post as indicated, published on the Runaway Bay Centre Facebook or Instagram page, or
 - b. Complete the online entry form in full, available via the Runaway Bay Centre website, or via the appropriate Facebook or Instagram ad.
7. 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. 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.
8. The draw will take place at Runaway Bay Centre, 10-12 Lae Drive Runaway Bay QLD 4216 on Monday 12th August at 12:00pm AEST (**"Draw"**). The Promoter will draw five (5) additional reserve entries and record them in the order that they were drawn in case an invalid, ineligible, or uncontactable entrant is drawn. An entrant does not need to attend the Draw to win a prize.
9. Winners will be selected at random using an appropriate randomisation program, formula, or method, from all eligible entries received during the promotion period.
10. Winner(s) will be notified via the contact information provided on their entry form within 24 hours of the draw.
11. Winner(s) must respond within 48 hours to claim their prize. Failure to do so may result in the prize being forfeited and another winner drawn.
12. The Promoter's decision is final, and no correspondence will be entered into.
13. The first two valid entries drawn will win 2 x 3-day Adult general admission passes to the Pacific Airshow Gold Coast (**"Prize"**).
14. Winner(s) of the Prize will be subject to the Ticket Policy terms and conditions as laid out by the Pacific Airshow. Details of this Policy are available at <https://pacificairshowaus.com/ticket-policy>
15. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of the equal value and/or specification.
16. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.

17. Entrants consent to the Promoter using their 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 promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
18. 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. subject to any written directions from a regulatory authority, to modify, suspend, terminate, or cancel the promotion, as appropriate.
19. Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.
20. 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 QLD ("**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.
21. 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); 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.
22. As a condition of accepting a prize, each winner must sign any legal documentation as and, in the form, required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
23. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter.
24. The Promoter collects personal information ("**PI**") to conduct the competition and may, for this purpose, disclose such PI 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 PI. The Promoter will also use, and handle PI as set out in its Privacy Policy, which can be viewed at www.runawaybaycentre.com.au. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how Australian entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter.