

**Terms and Conditions – ‘Melbie’s Gone Missing’ competition**  
**22 December 2018 – 28 January 2019**

**PARTICIPATION**

1. The “Melbie’s Gone Missing” competition (‘the Competition’) is conducted by the Melbourne Star Observation Wheel (trading as Sanoyas Rides Australia Pty. Ltd. - ABN 84 165 079 390), located at 101 Waterfront Way, Docklands, Melbourne, Victoria, Australia (‘the Promoter’).
2. Entry to the Competition constitutes acceptance of these Terms and Conditions. All entry instructions and prize information published by the Promoters form part of these Terms and Conditions.
3. The Competition is only open to Eligible Entrants. An “Eligible Entrant” is an individual who:
  - i. is a Australian resident aged 5 years or over;
  - ii. is not an employee of the Promoter or an employee of any related corporation or an employee of any agency associated with the Competition; and
  - iii. is not a spouse, defacto spouse, parent, child or sibling (whether full, half, step or by adoption) of such an employee.
4. A Australian resident is a person defined as having their current residential address in the State of Victoria and can supply one of the following documents as evidence:
  - Australian driver licence (or learner permit);
  - Utility account (including gas, water, electricity, mobile or home phone);
  - Rates notice;
  - Centrelink Concession Card (Pension Concession Card, Health Care Card or Commonwealth Seniors Health Card);
  - Current lease or tenancy agreement;

A Victorian residents under 18 years will be required to present a student card (if available) and parents’ consent to be eligible to participate in this competition.
5. All reference to times and dates refer to Melbourne, Australia (which will either be in Australian Eastern Standard Time or Australian Eastern Daylight Savings Time, whichever is applicable in Melbourne, Australia) unless otherwise stated and are based on the 24 hour clock. The start of the day is 00:00hrs. The end of the day is 23:59hrs.
6. The Promoter reserves the right to verify the validity of entries or disqualify any Eligible Entrant for tampering with the entry or submitting an entry not in accordance with the

Terms and Conditions. Any contact details entered incorrectly will be invalidated.

7. To participate Eligible Entrant must complete all tasks requested on the “Melbie’s Gone Missing” game app (“the Game”). To complete the Game Eligible Entrant is required to take a flight on the Melbourne Star Observation Wheel.
8. Subject to all other terms contained in these Terms and Conditions, an entry is contingent on the Eligible Entrant retaining their ticket or proof of purchase from the day of their ride.
9. Free of charges tickets are excluded from the Competition.
10. To participate Eligible Entrant will need to take a flight on the Melbourne Star Observation Wheel from 22<sup>nd</sup> December, 2018 until 28<sup>th</sup> January, 2019 with a valid ticket purchased during or outside the competition dates (so long as it is valid).

Tickets can be purchased online or at the ticket booth onsite.

11. All entries become and remain the property of the Promoter and agencies associated with this Competition. The Promoter may use the Eligible Entrants’ names and entry submissions for any commercial purpose, including future promotional marketing and publicity purposes.
12. All entrants who provide their email address consent to receiving ongoing marketing material and correspondence from the Promoter.
13. Any costs associated with this Competition is the sole responsibility of the Eligible Entrant seeking access to the Melbourne Star Observation Wheel in order to participate in the Competition.
14. The Competition will commence in Melbourne, Australia on 22<sup>nd</sup> December, 2018 at 00:00 hrs and close at 11:59 PM AEST on 28<sup>th</sup> January, 2019.
15. There will be one Prize draw in this Competition.
16. The randomised draw will take place, in the presence of an independent witness at 11:00 AM AEST on 12<sup>th</sup> February, 2019 at Melbourne Star Observation Wheel, 101 Waterfront Way, Docklands, Melbourne, Victoria, Australia.
17. The Promoter reserves the right to vary the value of the prize.

## **WINNER**

18. There will be one Winner chosen in this Competition.
19. The Winner will be notified in writing on 15<sup>th</sup> February, 2019. Only one contact attempt by email will be made to notify the Winner. The notification will include instructions as to how the Winner is to claim the prize and establish their entitlement to the prize. The name of the Winner will also be published on the Promoter's website ([www.melbournestar.com](http://www.melbournestar.com)) two days after the Winner is selected by the Promoter and will remain on the Promoter's website for a period of up to twenty eight days.

## **PRIZE**

20. There is one prize to be won in this Competition: Prize drawn on 12<sup>th</sup> February, 2018 is a Hello World Centre voucher to the value of AUD\$2,500 (Australian two thousand five hundred dollars). Voucher is subject to Hello World Terms and Conditions. Once the voucher is awarded, all future correspondence regarding redemption will be the responsibility of the Winner to correspond directly with Hello World. Hello World is not an associated Promoter of this Competition.
21. Eligible Entrant is eligible to receive one prize only.
22. If the prize chosen is unavailable for any reason, the Promoter will, in its absolute discretion, substitute alternative goods or services of no lesser retail value. The Promoter accepts no other liability or responsibility for any loss incurred by the Winner or any other party if a prize is unavailable for any reason.
23. Except as provided for in these Terms and Conditions, the prize must be taken as offered and is not exchangeable, transferable, redeemable for cash or able to be taken in part.
24. Subject, where relevant, to any directions given under the legislation regulating the Competition, if the prize is not claimed, the prize will be awarded to another Eligible Entrant, selected by a randomised draw, in the presence of an independent witness, from all entries received during the competition period at 11:00 AM AEST on 19<sup>th</sup> February, 2019 at Melbourne Star Observation Wheel, 101 Waterfront Way, Docklands, Melbourne, Victoria, Australia. If the prize is not claimed after the second draw, the third and final draw will take place on 26<sup>th</sup> February, 2019. If the prize is considered forfeited if it is not claimed after the third draw.
25. The Promoter may request and the Winner must agree and sign the:
  - i. an Eligibility Form - confirming the Winners compliance with the Terms and Conditions of the Promoter;

ii. Winner's eligibility to accept the prize;

ii. Liability release and Waiver Form – confirming that the Winner irrevocably releases and holds harmless the Promoter, any related corporation directly or indirectly related with the Promoter and any agency associated with the Competition.

### **ENTRY VERIFICATION**

26. The Promoter may, at the Promoter's absolute discretion, declare any entry invalid if the Eligible Entrant:

i. fails to establish the Eligible Entrants entitlement to enter the Competition;

ii. in the Promoter's opinion, tampers with the entry process or benefits from such tampering.

27. All incomplete or indecipherable entries will be deemed invalid and ineligible to participate.

### **LIABILITY**

28. If for any reason the conduct or operation of the Competition is interfered with or disrupted in any way (including by fraud, unauthorised intervention, vandalism, power failures, natural disasters, acts of God, civil unrest, strikes, computer failure or computer viruses, tampering or technical failures), the Promoter reserves the right to cancel, terminate, modify or suspend or recommence the Competition.

To the extent permitted by law, the Promoter is not responsible or liable for:

i. inaccurate/incorrect transcription of entry information;

ii. any error, omission, interruption or delay in the operation or transmission of any communication sent to or by the Promoters or to or by any Eligible Entrant whether caused by problems with communication networks or lines, computer systems, software or internet service providers, or otherwise;

iii. any theft, destruction or unauthorised access to, or alteration of, such communications;

iv. any problem with, or technical malfunction of, any computer system or other equipment used for the conduct of the Competition;

v. any incorrect or incomplete information which may be communicated in the course of the administering this Competition.

29. To the extent permitted by law, the Promoter is not responsible or liable for any financial, economic or consequential loss incurred by any Eligible Entrant for:
- i. any direct or indirect loss;
  - ii. any loss arising from or contributed to by the negligence of a third party;
  - iii. Force Majeure loss.

**GENERAL**

30. The Promoter's decisions are final and no correspondence will be entertained.
31. The Winner consents and grants indefinitely to the Promoter the exclusive use of the Winner's name, likeness, image and/or voice (including any photograph, film and/or recording) for financial gain or benefit or remuneration payment or royalty payment, or any financial fee and surrenders indefinitely all Intellectual Property Rights to the Promoter. The Winner consents and grants to the Promoter the indefinite right to use the Winner's name, likeness, image and/or voice (including any photograph, film and/or recording) in any media, at any time and as often as required by Promoter.
32. The promotion is in no way sponsored, endorsed, administered by or associated with Hello World.
33. Eligible Entrants' personal information will be collected by or on behalf of the Promoter to enable the Promoter to administer the Competition and publicise the Winner. The Eligible Entrants' personal information may be provided to others assisting in the conduct of the Competition, including the Competition administrator, prize suppliers and deliverers, and to regulatory authorities.

Dated 12/12/2018