

# “Dwayne Bennett Dolphins v Broncos Ticket Giveaway”

## TERMS AND CONDITIONS

### Winners:

|               |                 |                |                  |           |
|---------------|-----------------|----------------|------------------|-----------|
| Isaac Nickson | Michael Mavrick | Kirsty Thomas  | Stuart Wheeler   | Kyra Anne |
| James Gautrey | Joshua Cessford | Hayden Twidale | Malcolm Birkbeck | Nick Stoj |

## Introduction

1. The promoter is Auto & General Services Pty Ltd (ABN 61 003 617 909), AFSL 241 411 (operating under the brand Budget Direct) of Level 13, Toowong Tower, 9 Sherwood Road, Toowong 4066 (**Promoter**) on behalf of the insurer, Auto & General Insurance Company Ltd (ABN 42 111 586 353) (**Insurer**).
2. These Terms and Conditions apply to the promotion “Dwayne Bennett Dolphins v Broncos Ticket Giveaway” where entrants must follow Dwayne Bennett’s Facebook page and correctly answer a multiple-choice question located on the ‘Dwayne Bennett’ Facebook page for the chance to win one (1) of ten (10) General Admission Double Passes to attend the Dolphins NRL v Brisbane Broncos NRL game on Friday 24th March 2023 at Lang Park, Brisbane (see Eligibility and Participation section) (**Promotion**).
3. The Promotion commences at 8:00am on Saturday 18th March 2023 and ends at 10:00pm on Wednesday 22nd March 2023 (**Promotion Period**). All times are in Australian Eastern Standard Time.
4. Entry into the Promotion and any offer of Budget Direct insurance is subject to the Insurer deeming that the risk is acceptable in accordance with its underwriting criteria. Any advice is general only and doesn't consider an individual’s needs. Information on how to enter, mechanics of entry and prizes form part of these Terms and Conditions. Entry into the Promotion is deemed acceptance of these Terms and Conditions. If there is any conflict between

these Terms and Conditions and any other published material, these Terms and Conditions prevail.

## Eligibility and Participation

5. Entrants must meet the following criteria to participate in the Promotion (**Eligible Entrant**):
  - a. live in Queensland and provide a valid Queensland residential address (if requested);
  - b. be 18 years or over and a permanent resident of Australia, or have resided in Australia continuously for six (6) months or more on a temporary work visa at the time of participating in the Promotion;
  - c. follow the 'Dwayne Bennett' Facebook page at <https://www.facebook.com/imdwaynebennett/>
  - d. during the Promotion Period, correctly answer (via comment) the multiple-choice question on 'Dwayne Bennett's' Facebook post to which these terms and conditions are linked;
  - e. be available to attend the Dolphins NRL v Brisbane Broncos NRL Game on Friday 24 March 2023 at 7:00pm;
  - f. not be an officer or employee of the Promoter, its related entities or their immediate family;
  - g. not be an officer or employee of any agents or service providers of the Promoter directly associated with the conduct of the Promotion, or their immediate family; and
  - h. provide a valid email address.
6. Eligible Entrants will be awarded a maximum of one (1) entry into the Promotion. Additional entries will not be awarded for additional comments.
7. Entries will be deemed accepted at the time of receipt by the Promoter, or as determined by the Promoter. Entries received will be considered final by the Promoter.
8. The Promoter reserves the right to disqualify or delete any entry which contains (in the reasonable opinion of the Promoter) any content which is incomplete or indecipherable or contains profanity, potentially insulting, scandalous, inflammatory, or defamatory language.
9. The Promoter may request the entrant produce appropriate photo identification and other documentation to confirm, to the Promoter's

satisfaction, the entrant's eligibility to enter the Promotion and the validity of their entry, failing which all entries of that entrant will be deemed invalid.

10. If there is a dispute regarding the conduct of the Promotion, Entrants agree that the decision of the Promoter will be final.

## Draw and Prizes

11. The draw will take place at Level 13, Toowong Tower, 9 Sherwood Road, Toowong 4066 at 9.00am (AEST) (**Draw Time**) on Thursday 23rd March 2023 (**Draw Date**).
12. The prize pool consists of ten (10) General Admission 'Gold Tier' Double Passes to attend the Dolphins NRL v Brisbane Broncos NRL game on Friday 24th March, 7:00pm kick-off at Lang Park Stadium, Brisbane (each a **Prize** and collectively the **Prize Pool**).
13. The total value of the Prize Pool is \$1,300 AUD (excl. GST).
14. A total of ten (10) Eligible Entrants, who have provided evidence of their eligibility and the validity of their entry, upon request, to the reasonable satisfaction of the Promoter (**Eligible Winner**) will be randomly drawn via electronic draw on the Draw Date or Unclaimed Draw Date, as is relevant.
15. The Promoter may request evidence of an Eligible Winner's validity and eligibility of entry, including but not limited to photo identification or a valid State or Territory driver's licence.
16. Each Eligible Winner will be notified via direct message on their Facebook account in which they entered the Promotion within five (5) hours of the Draw Time, or by no later than 2:00pm Thursday 23rd March 2023 and their name will be published on the Terms and Conditions page published via <https://www.dwaynebennett.com.au/DolphinsvBroncosTicketGiveawayTerms.pdf> within twenty-eight (28) days of the Draw Date, and will remain on the Promoter's website for no less than twenty-eight (28) days. All reasonable steps will be taken by the Promoter to notify the winners.
17. A Prize will be deemed unclaimed if the Promoter is not reasonably able to contact the Eligible Winner by 9:00am Friday 24 March 2023 (**Unclaimed Draw Time**) in accordance with clause 16.
18. If a Prize remains unclaimed at the Unclaimed Draw Time, an unclaimed prize draw (**Unclaimed Prize Draw**) will be held at the location listed in clause 11, at the Unclaimed Draw Time, subject to any written directions made under applicable State or Territory.
19. The Eligible Winner of the Unclaimed Prize Draw will be notified in via direct message on their Facebook account in which they entered the Promotion within five (5) hours of the judging of the Unclaimed Draw Time, or by no later than 2:00pm Friday 24 March 2023 and their name will be published on the Terms and Conditions page published via <https://www.dwaynebennett.com.au/DolphinsvBroncosTicketGiveawayTerms.pdf> within

twenty-eight (28) days of the Unclaimed Draw Time, and will remain on the Promoter's website for no less than twenty-eight (28) days. All reasonable steps will be taken by the Promoter to notify the winners.

## Redemption of Prize

20. The Eligible Winner must provide the Promoter with a valid email address as the Prize will be supplied by the Promoter and will be delivered via email. Once the Prize has been emailed to the Eligible Winner, the Promoter takes no responsibility for the Prize being damaged, lost or stolen.

## Privacy Statement and Marketing Consent

21. The Promoter is committed to protecting your Personal Information and agrees to be bound by the *Privacy Act 1988* (Cth). The Promoter's privacy policy is available on the website at the following link: [www.budgetdirect.com.au](http://www.budgetdirect.com.au) . Further details of how the Promoter will collect, store, use and disclose Personal Information can also be found there. Eligible Entrants can gain access to, update or correct any of their Personal Information held by the Promoter by contacting the Promoter's Privacy Officer at [privacyquery@autogeneral.com.au](mailto:privacyquery@autogeneral.com.au).
22. Eligible Entrants acknowledge that a further purpose for collection of their Personal Information is to contact the Eligible Entrant in the future with information about the Promoter or Insurer, including special offers, market research or to provide marketing materials via any medium including mail, and any other form of non-real time electronic, emerging, digital or conventional communications channel whether existing now or in the future.
23. The Promoter will never sell an Eligible Entrant's Personal Information to other companies, however the Promoter may share an Eligible Entrant's Personal Information with its Australian and overseas related companies, promotional partners, servants, employees, agents and trusted third parties who may contact the Eligible Entrant for their legitimate commercial purposes. By entering the Promotion, Eligible Entrants acknowledge and agree that the Promoter and any applicable third parties may use their Personal Information in the manner set out in this condition.
24. The Eligible Entrant agrees that, in the event they are an Eligible Winner, the Promoter may use their contact details for the purpose of facilitating the conduct of the Promotion and delivering the Prize. The Eligible Entrant will participate in all reasonable promotional activities in relation to the Promotion, as requested by the Promoter and its agents. This may include the Eligible Winner's name, likeness, image and/or voice (including photograph, film and/or recording of the same), in any media worldwide for whatever purpose

and without notification, remuneration or compensation, for marketing and or promotional purposes, for an indefinite period.

## General

25. This Promotion is in no way sponsored, endorsed or administered by Facebook. Any information provided by an Eligible Entrant is provided to us and not to Facebook and Eligible Entrants release Facebook from all liability in relation to this Promotion.
26. The Promoter, Insurer, its related entities, their officers and employers will not be liable for any loss or damage, whether direct, indirect or consequential which is suffered or sustained in connection with the Promotion, including through the use or operation of any components of the Prize, except to the extent of any liability which cannot be excluded by law (including any applicable consumer guarantee under the Australian Consumer Law).
27. Unless expressly stated in these Terms and Conditions, all other costs and expenses (including, but not limited to, the costs of transport to and from the airport or event, meals and other travel related expenses) will be at the Eligible Winner's cost. The Promoter will not be liable for the failure of the Eligible Winner and their companion to meet travel schedules or cancellations for whatever reason and regardless as to fault, and no cash or alternative tickets or bookings will be awarded in lieu of that element of the Prize. Unless otherwise specified, Eligible Winners and their companions must make their own way to and from all events associated with the Promotion at their own cost.
28. If a Prize involves tickets to an event, unless expressly stated otherwise, the Promoter will not be responsible for any changes in times or dates, cancellations or rescheduling of events that may prevent the Eligible Winner from redeeming the Prize or any part of it and no cash or alternative tickets will be awarded in lieu of that element of the Prize. All tickets are only valid for the date of period specified on the tickets, and are subject to any terms and conditions imposed by the Promoter or Dolphins NRL, including any conditions of entry into the relevant event location (e.g. Behaviour requirements and applicable dress codes), any conditions of ticket validity and any restrictions on ticket on-sale or transfer. The Promoter does not control entry to the relevant event location. Once awarded, the Promoter is not liable for any ticket that has been lost, stolen, forged, damaged, or tampered with in any way.
29. If the Promotion cannot be conducted as intended for any reason beyond the Promoter's reasonable control, the Promoter reserves the right to cancel, terminate, modify or suspend the Promotion or, if necessary, to provide an alternative prize to the same value as the original Prize, subject to any written directions made under applicable State or Territory Legislation. The Promoter reserves the right or subject to any written directions from a regulatory

authority, to modify, suspend, terminate, withdraw or cancel the Promotion at any time without notice.

30. The Promoter does not accept any responsibility whatsoever for any tax liability associated, connected with or arising from the Promotion, unless specified within these Terms and Conditions. Entrants should seek their own financial advice in relation to the tax implications related to the acceptance of the Prize.
31. Except for any liability which cannot be excluded by law, the Promoter, (including its officers, employees and agents) will not be liable for any loss or damage whatsoever (including but not limited to direct or consequential loss) including any loss of enjoyment, loss of opportunity, or any personal injury suffered or sustained in connection with this Promotion.
32. These Terms and Conditions may be varied by the Promoter at any time without notice.
33. In these Terms and Conditions:
  - a. **“Australian Consumer Law”** means Schedule 2 of the *Competition and Consumer Act 2010* (Cth); and
  - b. **“Personal Information”** means, for the purpose of the *Privacy Act 1988* (Cth), information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether the information or opinion is recorded in a material form or not.